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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, August 20th, 2024**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order

- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Alcohol Beverage License #03-14906; Almont FBF Holdings LLC dba Almont Resort; 9/29/24 to 9/29/25
    2. Special Even Liquor Permit #4-2024; CB South Property Owners Association; 8/24/2024 from 3:00 pm to 7:00 pm

- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review

- Minutes Approval
    1. August 6, 2024 Regular Meeting

- Scheduling

- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Small Dollar Grant Award; Colorado Division of Aeronautics Discretionary Aviation Grant Resolution; Gunnison – Crested Butte Regional Airport; $16,052.40
    2. Grant Award; Daniel's Fund; Gunnison County Substance Abuse Prevention Project; Grant ID R-2405-26713; August 15, 2024 to August 14, 2025; $50,000
    3. Trade Contractor Agreement; K&K Concrete; Facilities; 8/19/2024 to 12/31/2024; $772,115
    4. Grant Application; Gary Community Venture Team; Gunnison-Hinsdale Early Childhood Council; 11/2/2024 to 10/31/2026; $55,000
    5. Internet Service; Visionary Broadband; Sawtooth Workforce Housing; Facilities; 3 years; $31,128 per year
    6. Annual Certification; Personal Identifying Information; Health and Human Services
    7. Retention Letter re: McCloud Placer; SGR, LLC; County Attorney's Office; Hourly fee based on work completed
    8. Professional Services Agreement; Center for Energy and Environment; Community and Economic Development; 8/20/2024 to 12/31/2024; $10,850
    9. Road Project Agreement; 24-RO-11021500-059; USDA, Forest Service, White River National Forest; 8/20/2024 to 7/28/2026; $15,000

8:37 am
- County Manager's Reports
    1. Quit Claim Deed; Gunnison County Housing Authority; Lots 1, 2, 3, 4, 5, and 6, Block 137, City of Gunnison
    2. Intergovernmental Agreement; Sawtooth Workforce Housing; Gunnison County Housing Authority; $5,000,000

8:42 am

- Vouchers and Transfers
- Treasurer's Report

8:45 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023; R013970; Parcel No. 2917-262-10-007; Lot 6, Marble Ski Area Subdivision, Filing No. 4; Laura Porakova-Dimberio

9:00 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023; R024620; Parcel No. 3177-242-10-035; Lot 32, Gold Link Subdivision; Kirsten and Roger Herrscher

9:15 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023; R045174; Parcel No. 3257-211-07-002; Unit East, Aspen Tree Townhomes, Crested Butte South; Zoe Priest

GUNNISON COUNTY BOARD OF EQUALIZATION MEETING:

9:30 am

- Call to Order
- Appeal; Senior Property Tax Exemption; CBOE #SR01; R026559; William E. Swanson Jr.
- Adjourn

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

9:45 am

- Gunnison Chamber of Commerce and Visitor Center; Executive Director Celeste Helminski; Gunnison Greenback for Western Colorado University Students; $5,000

9:50 am

- Townhome Plat; LUC-24-00038; AFC Development, LLC and Basin Real Estate Holdings, Inc.

9:55 am

- Lot Cluster; LUC-24-00039; Susan and Mark Elmenhorst

10:00 am

- Resolution; Crested Butte South Block 6 Subdivision 2; LUC-23-00021; Adagio Properties, LLC
- Development Improvements Agreement; Adagio Properties, LLC; Community and Economic and Development

BREAK 10:20 am to 10:35 am

10:35 am

- Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

11:00 am

- (See separate agenda)

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

11:45 am

- Call to Order
- Acknowledgement; Transfer of funds; Gunnison River Valley Local Marketing District to Gunnison County Housing Authority; $1,000,000
- Adjourn

GUNNISON COUNTY HOUSING AUTHORITY MEETING:

11:47 am

- Call to Order
- Acknowledgement; Transfer of funds; Gunnison River Valley Local Marketing District to Gunnison County Housing Authority; $1,000,000
- Intergovernmental Agreement; Sawtooth Workforce Housing; Gunnison County Housing Authority; $5,000,000
- Adjourn

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

ZOOM MEETING DETAILS:
Join Zoom Meeting: https://us02web.zoom.us/j/89798905619
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-14906; Almont FBF Hol

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Almont FBF Holdings LLC dba Almont Resort

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 8/8/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/8/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/8/2024

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

Agenda Date: 8/20/2024

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-14906

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

ALMONT FBF HOLDINGS LLC DBA ALMONT RESORT

10209 HWY 135

ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 09.29.2024 – 09.29.2025

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 8-2-2024

Gunnison County Clerk Date Board of County Commissioners Date

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

ALMONT FBF HOLDINGS LLC
dba ALMONT RESORT
10209 HIGHWAY 135
Almont CO 81210

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-14906	**September 29, 2025**
License Type: **HOTEL & RESTAURANT (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

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

In testimony whereof, I have hereunto set my hand. 8/2/2024 LC

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR AND TOBACCO ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

ALMONT RESORT
10209 HIGHWAY 135
Almont, CO 81210

ALCOHOL BEVERAGE TAKEOUT AND/OR DELIVERY PERMIT

Liquor License/permit Number	License Expires at Midnight
03-14906	**September 29, 2025**

This permit allows your business to conduct:

☒ Takeout
☐ Delivery

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 7, C.R.S., 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 and Tobacco Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 8/2/2024 LC

Michelle Stone-Principato
Michelle Stone-Principato, Division Director

Heidi Humphreys
Heidi Humphreys, Executive Director

DR 8400 (07/15/21)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

Fees Due	
Renewal Fee	761.00
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	$761.00

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

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

Licensee Name		Doing Business As Name (DBA)		
Almont Resort		Almont FBF Holdings, LLC.		
Liquor License #	**License Type**	**Sales Tax License Number**	**Expiration Date**	**Due Date**
0314906	Alcohol Beverage	94809121-0000	09.29.2024	
Business Address				**Phone Number**
10209 CO 135				970-641-4009
Mailing Address			**Email**	
10209 CO 135			dane@elkavefnb.com	
Operating Manager	**Date of Birth**	**Home Address**		**Phone Number**
Dane Gomez	2-2-90	1126 Cove Rd, Gunnison CO 81230		7192817172

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
Dane Gomez	Director
Signature	**Date**
	07-25-2024

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		7-26-24
Signature	**Title**	**Attest**
Kathy Simpson	County Clerk	Michael Mocks

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Special Even Liquor Permit #4-2024; CB South Prope

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Special Event License for CB South Property Owners Association

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 8/8/24

Reveiwed by: Discharge Date: 8/16/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: Discharge Date: 8/16/2024

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

Agenda Date: 8/20/2024

Revised April 2015

Gunnison County
COLORADO

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

COUNTY OF GUNNISON

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

SPECIAL EVENT LIQUOR PERMIT 4-2024

to sell/serve malt, vinous, and spirituous liquor for on-premises consumption at Red Mountain Park, Crested Butte, Colorado.

CB SOUTH PROPERTY OWNERS ASSOCIATION
61 TEOCALLI RD
CRESTED BUTTE, COLORADO 81224

Fee $100.00

Effective: 08.24.2024 from 3:00 p.m. to 7:00 p.m.

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

Gunnison County Clerk Date
Kathy Simillion

Board of County Commissioners Date

CB SOUTH PROPERTY OWNERS ASSOCATION, 61 TEOCALLI RD, CRESTED BUTTE, CO 81224 HAS REQUESTED THE LICENSING OFFICIALS OF GUNNISON COUNTY, TO GRANT A SPECIAL EVENT PERMIT AT THIS LOCATION: RED MOUNTAIN PARK, CRESTED BUTTE, COLORADO 81224 TO SELL/SERVE MALT, VINOUS & SPIRITUOUS LIQUOR BY THE DRINK FOR ON-PREMISES CONSUMPTION. DATE OF EVENT: AUGUST 24, 2024, 3:00 A.M. TO 7:00 P.M. WRITTEN COMMENTS ON THIS APPLICATION MAY BE SUBMITTED THROUGH 5:00 PM ON MONDAY, AUGUST 12, 2024 TO THE GUNNISON COUNTY CLERK AND RECORDER OFFICE, KATHY SIMILLION, 221 N. WISCONSIN ST., GUNNISON, CO 81230

DR 8439 (02/27/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Application for a Special Events Permit

Departmental Use Only

received 8-1-24

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- (●) Social
- ( ) Athletic
- ( ) Philanthropic Institution
- ( ) Fraternal
- ( ) Chartered Branch, Lodge or Chapter
- ( ) Political Candidate
- ( ) Patriotic
- ( ) National Organization or Society
- ( ) Municipality Owned Arts Facilities
- ( ) Political
- ( ) Religious Institution

LIAB **Type of Special Event Applicant is Applying for:**

2110	[ ] Malt, Vinous And Spirituous Liquor	$25.00 Per Day
2170	[X] Fermented Malt Beverage	$10.00 Per Day

Name of Applicant Organization or Political Candidate: CB South Property Owners Assosciation

State Sales Tax Number (Required):

Mailing Address of Organization or Political Candidate: 61 Teocalli Rd

City: Crested Butte | State: CO | ZIP Code: 81224

Address of Place to Have Special Event: 349 Teocalli Rd.

City: Crested Butte | State: CO | ZIP Code: 81224

Authorized Representative of Qualifying Organization or Political Candidate: Derek Harwell

Date of Birth (MM/DD/YY): 12/12/69

Phone Number: 970-349-1162

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City | State | ZIP Code

Event Manager

Theresa Truettner

Date of Birth (MM/DD/YY)

03/25/89

Phone Number

970-901-7743

Event Manager Home Address

7 Timberline Way

City

Crested Butte

State

CO

ZIP Code

81224

Email Address of Event Manager

theresa@zunistreet.com

1. Is the place to have the Special Event located on State-owned property?

   ○ Yes ◉ No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

   ○ No ◉ Yes, How many days? _____

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

   ○ No ◉ Yes, License Number _____

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

   ◉ Yes ○ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	From:	To:
August 24th, 2024	3pm	7pm

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Event Planner

Signature

Date (MM/DD/YY)

07/31/24

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

Therefore, this Application is Approved.

Local Licensing Authority (City or County)

Gunnison County

○ City ● County

Telephone Number of City/County Clerk

970-641-7641

Title

Gunnison County Clerk

Signature

Kathy Sinnillion

Date (MM/DD/YY)

8-1-2024

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number

Liability Date

State

-750 (999)

Total

$

.00

Google Maps



Imagery ©2024 Airbus, Map data ©2024 Google 20 ft

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION

61 TEOCALLI ROAD, CRESTED BUTTE, CO 81224
PHONE 970-349-1162, WEBSITE: WWW.CRESTEDBUTTESOUTH.NET

July 31, 2024

To Whom it May Concern,

The Crested Butte South Property Owners Association gives the Creste Butte South Board of Directors to use the Red Mountain Park to host the Annual Community Picnic and Parks Fundraising Event on Saturday, August 24, 2024.

Sincerely,

Derek Harwell
Association Manager

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC

is a

Nonprofit Corporation

formed or registered on 06/11/1979 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871375264 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/29/2024 that have been posted, and by documents delivered to this office electronically through 07/31/2024 @ 12:09:44 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/31/2024 @ 12:09:44 in accordance with applicable law. This certificate is assigned Confirmation Number 16257885 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 8/6/2024

Action Requested:

Parties to the Agreement:

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

Summary:

Draft BOCC Minutes; 8/6/2024

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

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

Agenda Date: 8/20/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
August 6, 2024

The August 6, 2024 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

BREAK 8:30 am to 8:31 am for the Gunnison County Local Liquor Licensing Authority

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

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

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

1. Alcohol Beverage License #03-11784; Birdsey Enterprises LLC dba Taylor Park Marina; 6/11/2024 to 6/11/2025
2. Alcohol Beverage License #03-20000; Red White & Booze LLC dba Red Mountain Liquors; 10/22/2024 to 10/22/2025
3. Alcohol Beverage License #03-01981; Amie Mountain Lodge LLC dba Inn at Arrowhead; 10/15/2024 to 10/15/2025

ADJOURN: Commissioner Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:31 am.

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

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

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

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the meeting minutes from July 16, 2024 as presented. Motion carried unanimously.

1. July 16, 2024

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Grant Agreement; Community Foundation of the Gunnison Valley; Juvenile Services; 7/1/2024 to 4/30/2025; $2,500
2. Agreement Regarding Assignment of Ground Lease Agreement; Danny Daniel; Gunnison-Crested Butte Regional Airport; 7/10/2026
3. Grant Award; Help America Vote Act Election Security Grant; Gunnison Clerk and Recorder; 12/21/2024; $17,893.28
4. Letter of Acknowledgment; Coronavirus State and Local Fiscal Recovery Funds Equipment Maintenance and Disposition; 24 IBEH 182014; Health and Human Services; 5/29/2023 to 6/30/2025; $7472.30
5. Ratification of County Manager's Signature; New National Opioid Settlement; Kroger; 8/12/2024
6. Resolution; A Resolution Authorizing Notice of Hearing to Petitioners for Abatement or Refund of Taxes by Email or Facsimile
7. Acknowledgement of County Manager's Signature; Lease Agreement; Banx LLC; Facilities; 8/1/2024 to 7/31/2025; $14,808
8. Acknowledgement of County Manager's Signature; Professional Services Agreement; Black Dragon Development; Facilities; 7/31/2024 to 12/31/2024; $66,000
9. Parent Possible TGYS-PAT Site Contract; CMS# 24 IHFA 183061, Amendment No 25 IHFA 190681; Health and Human Services; 7/1/2024 to 6/30/2025; $27,500

COUNTY MANAGER'S REPORTS:

1. Delegation Approval to County Manager; 3-08-0030-065-2024 Grant Agreement; 10/01/2023 to 12/31/2024; $168,638 – CM Birnie stated this agreement is one the County doesn't have yet, but he would like delegation to be able to sign it when it is ready due to scheduling. He clarified the $168,000 is the County portion but the total impact is almost $3,400,000. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the delegation of approval for the County Manager to sign the grant agreement with FAA and execute any documents necessary.
2. Sawtooth- CM Birnie previously sent a video of the seventh box being set. Commissioner Smith mentioned Counties & Commissioners Acting Together (CCAT) coming on August 15th and the 16th and are interested in seeing the process. CM Birnie said he would see who was available to be there during that time.
3. Whetstone – CM Birnie relayed that they are working with their banker and putting together the schedule for doing a debt issuance in early December.

HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2023; R072130; PARCEL NO. 2919-000-00-101; TRACT 6, RAGGED MOUNTAIN RESERVE SUBDIVISION; TRAVIS AND MELISSA RUMMEL Appraiser II Charles McDonald and Appraiser III Bob Blackett were present from the Assessor's Office and Petitioner Melissa Rummel were present for discussion.

Appraiser McDonald relayed this the subject's property is a seasonal access 40-acre mixed use site that is of average quality and excellent condition due to being built in 2017. Example 1 is also a 40-acre mixed use site with a rustic cabin that is very primitive. Appraiser McDonald stated he chose the other examples while trying to focus on square foot areas, qualities, and conditions so there will be varying acreage and lot size differences. The square foot cost between the examples ranges from $431 to $876 with example one at $807.

Commissioner Puckett Daniels asked about a discrepancy in the assessed value number from the Assessor's Office and the petitioner letter.

Ms. Rummel says she can't comment on the discrepancy because she doesn't have it in front of her, but it may be a typo. She did express that her property is only accessible four months of the year, and the road isn't plowed, as well as the structure being off grid and very basic, so a 127% increase caught them off guard. She then asked for clarification on why there are examples from all over the County.

Commissioner Houck explained why the examples are chosen and Appraiser McDonald confirmed all examples are from the Economic Area 8 which is rural Gunnison County which saw an average of 69% increase. **Moved** by Commissioner Smith, seconded by Commissioner Houck to deny the petition for abatement for application R072130. Motion carried unanimously.

HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2021 & 2022; R071359; PARCEL NO. 3177-261-65-001; LOT 2, MARCELLINA CENTRE SUBDIVISION; IONIC REP 6 LLC Appraiser III Mary Mast and Appraisal Project Manager Heather MacDonald from the Assessor's Office were present for discussion. The petitioner was not present.

Appraiser Mast explained the subject's property is a vacant 1.9559-acre tract of land with a current value for the 2021 and 2022 appraisal year is $455,890. The purchase price of the property was $325,000 in 2016 and the adjustment puts it at $456,155. Commissioner Puckett Daniels asked for confirmation that the petitioner is asking for a value of $270,000 which is lower than the original purchase price. Appraiser Mast confirmed as well as stating there has not been a decline in value since 2016. Commissioner Houck reiterated that there is no penalty for not attending the hearing, but in his opinion, the agent failed to make an argument to lower the value with the documents given. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to deny the petition for abatement for 2021 and 2022 for R071359. Motion carried unanimously.

HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2023; R003126; PARCEL NO. 3255-031-33-005; LOTS 13-16, BLOCK 18, CRESTED BUTTE; DONN AND LINDA FLETCHER Appraiser II Charles McDonald and Appraiser III Bob Blackett were present from the Assessor's Office were present for discussion. The petitioner was not present.

Appraiser McDonald stated the first three examples are the largest dwelling sizes he could find but are better quality than the subject's property, while examples 4-6 are more in line with quality of the subject's property. He also noted the subject's property is $521 per square foot and the lowest example is $871 per square foot, as well as the petitioner having the property for sale in the valuation period for $9,950,000.

Commissioner Smith asked for insight about the petitioner's argument to their property value. Appraiser McDonald explained he believed it is due to construction happening on the dwelling across the street which began in 2024 and the appeal is for 2023 which was not affected due to it. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to deny application R003126, petition for abatement. Motion carried unanimously.

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SNO TRACKERS GROOMING PERMIT RENEWAL & WAIVER FOR MINIMUM LIABILITY INSURANCE Assistant County Manager for Public Works Martin Schmidt was present for discussion.

Commissioner Houck explained the insurance waiver and noted that the permit seemed standard to what Sno Trackers usually has. ACM Schmidt relayed that Sno Trackers has had this permit for a dozen years and they get their insurance through a statement snowmobile club insurer which is a basic insurance of $1,000,000. The State Governmental Immunity Limit is $195,000 higher. ACM Schmidt noted they have granted this in the past and with doing so accept a $195,000 risk. CA Hoyt clarified the County would not be liable. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the grooming permit application from Sno Trackers to the County contingent on them carrying a $1,000,000 policy for insurance that the Colorado Snowmobile Association will take. Motion carried unanimously.

A RESOLUTION ADOPTING POLICY 1.2.11.2.4, RECORDS RETENTION SCHEDULES – CLERK & RECORDER

CA Hoyt explained they are starting with the Clerk and Recorder's office to clean up and modernize the record retention schedules. The previous policy did not reflect the current modernization, and this is just a straightforward administrative modernization change. Commissioner Puckett Daniels noted a clerical error in Exhibit A in the purpose section where Assessor needs to be changed to Clerk and Recorder. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution number 2024-28, A Resolution Adopting Policy 1.2.11.2.4 Record Retention Schedules for the Clerk and Recorder with the correction noted to Exhibit A that the purpose is to outline record retention schedules followed by the Gunnison County Clerk and Recorder. Motion carried unanimously.

BOUNDARY LINE ADJUSTMENT; LUC-24-00029; OXBOW MINING LLC, MOUNTAIN COAL COMPANY LLC Planner Rachael Blondy and Mike Dawson was present for discussion.

Planner Blondy described the property as two parcels, one 1,494 acres and the other 5.19 acres, and to get to the smaller parcel one must pass through the larger parcel. The owners of both parcels are mining companies and agree to expand the 5.19-acre parcel to 10.38 acres which will then give it access without having to cross through as well as having the southern boundary match the topography. Oxbow is then intending to sell the 10.38-acre parcel. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve LUC-24-00029, a boundary line adjustment for Oxford Mining, LLC and Mountain Coal Company LLC. There was an amended motion to include authorizing the Chair's signature on the plat. Motion carried unanimously.

LOT CLUSTER; LUC-24-00022; LALANI Planner I Sean Pope was present for discussion.

Planner Pope explained the applicant wishes to do a lot cluster for lot 6 and 7 in block 1 of the Homestead Subdivision in Almont. The project was approved by the minor impact review to build a structure larger than 5,000 square feet, but with condition number 2 of the approval the lots must be clustered. He also noted it is consistent with other lot clusters in the area. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve LUC-24-00022, lot cluster and authorize the Chair's signature on the plat. There was an amended motion to authorize the signature of the full Board on the document. Motion carried unanimously.

APPLICATION TO AMEND; GOLD BASIN INDUSTRIAL PARK SPECIAL AREA REGULATIONS; H&H TOWING Planning Director Hillary Seminick, Planner Blondy, and ACM Schmidt were present for discussion.

Commissioner Houck reminded the Board at where they are currently at with this application based on a previous meeting discussion.

Planner Blondy relayed this was discussed by the Board on July 2nd. They took the Board's direction, and they presented the amendment to add overflow vehicle impound lots to the operations and use section 5 of the special area regulations to the Planning Commission who then voted 5-0 to approve and move back to the Board of County Commissioners.

Commissioner Houck commented that he doesn't feel the need to have a Public Hearing. Commissioner Smith agreed. Commissioner Puckett Daniels asked if there was public participation to which Planner Blondy confirmed there was no public participation, but they did have discussions regarding potential problems. PD Seminick relayed they were required to do two things which was to amend the allowed uses as well as come back with a more robust revision of these regulations so streamline approvals. Commissioner Houck commented that H&H came to the Board to request this change, but this can open it up for other business uses.

Commissioner Houck stated that H&H is willing to screen the fencing for this as well as best industry practices and he would like the 2 elements included. PD Seminick relayed that she would recommend to not create additional redundancies and can ensure those elements in the design review of the lease. It was agreed to keep landscaping and buffering in the design review. **Moved** by Commissioner Puckett Daniels,

seconded by Commissioner Smith to approve Resolution 2024-29, A Resolution Approving Amendments to the Gold Basin Industrial Park Special Area Regulations. Motion carried unanimously.

SCHEDULE CHANGE Commissioner Houck recommended the schedule be changed to have Unscheduled Public Comment and Commissioner Items before the Executive Sessions.

UNSCHEDULED PUBLIC COMMENT:

1. Mark Rodgers – Mr. Rodgers has been working with Oasis RV Resort to get winter camping approved in the county to help provide additional housing opportunities. Oasis understands that there could be needs from there and are willing to look into it but already have some items in place such as plowing roadways, propane on site, heated water lines, and year-round staff. Commissioner Houck noted there are some constraints and invited PD Seminick to speak. PD Seminick stated the Land Use Regulations (LUR) were adopted in 2001, but there could potentially be a special provision for s specific location. CM Birnie then mentioned the depth of sewer lines in parks are typically shallow and need to be investigated as well. Commissioner Houck stated to start with having the owners of the park speak to the Community and Economic Development department to start the discussion who then can potentially bring it back to the Board for their consideration if the health, welfare, and safety issues are addressed. Commissioner Puckett Daniels agrees this is a good dialogue to have and to see if any regulations can be updated. Commissioner Smith agrees as well.

COMMISSIONER ITEMS:

Commissioner Puckett Daniels:

1. Nothing to report

Commissioner Smith:

1. Colorado Counties, Inc. Steering Committees (CCI) Issues Discussion – Commissioner Smith attended the discussion on July 19th, and they went through the details of the legislative proposals the counties have brought forward.
2. Fading West Factory Visit – Commissioner Smith, Commissioner Houck, CM Birnie, and Assistant County Manager for Operations and Sustainability John Cattles attended the Fading West Factory Visit on the 23rd to see the final construction and phases of the units that were going to be delivered to Sawtooth which are now onsite.
3. Counties & Commissioners Acting Together (CCAT) – Commissioner Smith stated there are two items right now that are short term rentals, and diversification of county revenue authority. Her takeaway from diversification of county revenue is the emphasis on how Gunnison County is different from other counties around the state that have more business activity, and she hasn't seen anything that would be helpful with revenue, especially if Initiatives 50 or 108 were to pass.
4. Child Welfare Allocation Committee (CWAC) – Commissioner Smith has started having conversations with people at the State regarding the allocation formulas. She stated she believes she is the only commissioner working on one of the subcommittees for the allocation formulas. The subcommittee is meeting 2 hours weekly to dig into child welfare allocation.
5. Statewide Opioid Data Infrastructure Project – Commissioner Smith relayed they a have released a survey and are actively seeking responses from all the different regional councils.
6. Democracy Project – Commissioner Smith relayed this is a collaborative effort with the City of Boulder and some theater companies. She attended a production on August 1st on Western Colorado University's campus as well as being an honor guest that did an introductory monologue.
7. Gunnison Cultural Connection – Commissioner Smith noted they are hammering out the details for their welcoming week activities. She relayed to the Gunnison Cultural Connection that the Board had preliminarily approved a budget of $1,500 but is waiting to see what they get with their sponsors before coming back with a concrete ask.

Commissioner Houck:

1. Fading West Factory Visit – Commissioner Houck enjoyed going to see the boxes there.
2. CDOT – Commissioner Houck attended the bridge update.
3. Colorado Commission of Higher Education – Western Colorado University hosted this event and Commissioner Houck spoke on the relational dynamic and the importance of Western and its presence in the community and in the county.
4. Gunnison County Substance Abuse Prevention Project (GCSAPP) – Commissioner Houck helped with some promotional materials.
5. Region 10 – Commissioner Houck explained it was interesting seeing how many communities are down in sales, tax generation, and business volumes. He was able to share some of the County's sales tax numbers up to this year and the previous year and is interested in seeing more data and the outreach of Region 10. Commissioner Houck has worked with Ridgway Mayor John Clark on public land work and they are going to get on a call later this week.

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6. Bridge Calls – Commissioner Houck stated the calls continue Thursday which are internal stakeholder meetings that have been productive. He emphasized with Executive Director Shoshana Lew that a lot of what they are working on can occur before the winter season.
7. North Valley Ranches – Commissioner Houck and ACM Schmidt met with ranching folks in the North Valley around some fencing issues along county roads.
8. Senator Bennet – Commissioner Houck has been working with Senator Bennet's staff including John Whitney and Hilary Henry to tighten up parts of the Gunnison Outdoor Resource Protection Act (GORP).

SCHEDULE CHANGE Commissioner Houck requested the Executive Sessions be switched.

EXECUTIVE SESSION PURSUANT TO COLO. REV. STAT. § 24-6-402(4)(B): CONFERENCE WITH THE COUNTY ATTORNEY OR DEPUTY COUNTY ATTORNEY TO RECEIVE LEGAL ADVICE IN RELATION TO LAKE IRWIN COALITION, INC. V. SMITH, 2017CV30060 (D. COLO.) Moved by Commissioner Houck, seconded by Commissioner Smith to go into executive session pursuant to Colorado Revised Statute 24-6-402(4)(b), conference with the County Attorney and Deputy County Attorney to receive legal advice in relation to Lake Irwin Coalition, Inc. versus Smith. And that is litigation we're involved in and so that is a protected privileged conversation. There will be no contemporaneous records kept. Participants will include the County Attorney, the Deputy County Attorney, the Manager, and the full Board of County Commissioners.

The board went into executive session at 10:42 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(b).*

Attorney Statement Regarding Executive Session

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

Date: _____ _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

The Board came out of executive session at 11:47 am. Commissioner Houck confirmed that the discussion remained on-topic, that all parties stated to be in attendance were, in fact, in attendance and that no decisions were made. **Moved** by Commissioner Houck, seconded by Commissioner Smith to come out of executive session. The executive session stayed on topic, and the members participating were consistent wit those read into the motion to go in.

EXECUTIVE SESSION PURSUANT TO C.R.S. § 24-6-402(4), PERSONNEL MATTERS RELATED TO THE DEPUTY COUNTY ATTORNEY, AND PURSUANT TO C.R.S. 24-6-402(4)(E)(I), FOR DETERMINING NEGOTIATION POSITIONS RELATIVE TO PERSONNEL MATTERS RELATED TO THE DEPUTY COUNTY ATTORNEY. Moved by Commissioner Houck, seconded by Commissioner Puckett Daniels to go into executive session pursuant to Colorado Revised Statute 24-6-402(4), personnel matters related to the Deputy County Attorney and pursuant to Colorado Revised Statute 24-6-402(4)(E)(I), for determining negotiation positions relative to personnel matters related to the Deputy County Attorney. So this executive session will include the full Board of County Commissioners and the Deputy County Attorney. We have an affirmative acknowledgment that Alex would like to do this in Executive Session so that'll include the Board now.

The board went into executive session at 11:48 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4).*

Attorney Statement Regarding Executive Session

DRAFT

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

Date: _____ _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

The Board came out of executive session at 12:12 pm. Commissioner Houck confirmed that the discussion remained on-topic, that all parties stated to be in attendance were, in fact, in attendance and that no decisions were made. **Moved** by Commissioner Houck, seconded by Commissioner Smith to come out of executive session. It was a personnel matter with the Deputy County Attorney who participated and at his choice it was done in executive session, which is under State law. That's their decision to make so we honored that. We stayed on task and we're ready to come out of executive session.

ADJOURN: Commissioner Houck adjourned the meeting at 12:13 pm.

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Holly Perry, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES
Note: For all the details of each resolution including any exhibits, please refer to gunnisoncounty.org

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 2024-27

A RESOLUTION AUTHORIZING NOTICE OF HEARING TO PETITIONERS FOR ABATEMENT OR REFUND OF TAXES BY EMAIL OR FACSIMILE

DRAFT

WHEREAS, Colorado Revised Statutes (C.R.S.) section 39-1-113 requires the Board to hold hearings for petitions for abatement or refund of taxes ("Petition" or "Petitions") and to provide at least seven days' notice of such Petition hearings to petitioners or their agents; and

WHEREAS, C.R.S. section 39-1-113 allows the Board, by resolution, to allow notifications of Petition hearings by email or facsimile; and

WHEREAS, the Board desires to allow notifications of Petition hearings by email or facsimile;

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

1. Notice of date, time and place of hearings for Petitions may be delivered by email or facsimile to petitioners and/or petitioners' agents if such persons elect to receive notification by email or facsimile; and

2. If a petitioner and/or a petitioner's agent does not elect to receive notification of Petition hearing by email or facsimile, the Board will send the required notice of the Petition hearing by mail.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO
RESOLUTION NO. 2024-28

A RESOLUTION ADOPTING POLICY 1.2.11.2.4, RECORDS RETENTION SCHEDULES – CLERK & RECORDER

WHEREAS, Gunnison County has established a uniform policy format and an adoption and periodic review process to promote consistency and uniformity throughout the organization; and

WHEREAS, the attached Records Retention Schedule – Clerk & Recorder Policy (Exhibit A) was created to reflect the current and legal records retention policies adhered to by the Gunnison County Clerk & Recorder's Office.

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

1. The attached Records Retention Schedule – Clerk & Recorder Policy (Exhibit A) is adopted;
2. Effective immediately, this new Records Retention Schedule – Clerk & Recorder Policy prevails over any and all conflicting Records Retention Schedules for the Clerk & Recorder's Office.
3. In the event that future modifications to the attached Records Retention Schedule – Clerk & Recorder Policy (Exhibit A) are deemed necessary, the County Manager will decide whether or not to schedule the matter for approval/ratification by the BOCC, in accordance with Gunnison County Policy #1.1.1.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 24 - 29

A RESOLUTION APPROVING AMENDMENTS TO THE GOLD BASIN INDUSTRIAL PARK SPECIAL AREA REGULATIONS, LEGALLY DESCRIBED AS 38.79 ACRES IN NE4NW4. SECTION 11 49N1W #499861 AND PORTIONS OF 21.28 ACRES IN SE4SW4. SECTION 2 49N1W #499861, COUNTY OF GUNNISON, STATE OF COLORADO

WHEREAS**,** the Gold Basin Industrial Park Special Area Regulations were adopted by the Gunnison County Board of Commissioners May 15, 2005 to regulate land uses within that Special Area; and

WHEREAS, Section 12 of those Regulations provides the mechanism whereby said Regulations may be amended; and

DRAFT

WHEREAS, pursuant to Section 12 the Board of County Commissioners Board made a motion directing the Community Development Department to submit a proposed amendment of the Regulations to the Planning Commission to allow for "overflow vehicle impound lots" in Gold Basin on July 2, 2024, and

WHEREAS, the Gunnison County Planning Commission reviewed the proposed amendment on July 18, 2024 and forwarded a recommendation for approval of the amendment to the Board of County Commissioners; and

WHEREAS, the Gunnison County Board of Commissioners has considered the Planning Commission recommendation and the following review standards pursuant to Gold Basin Industrial Park Special Area Regulations Section 12:B.2.c.4(a) *Review Standards:*

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.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, to approve an amendment to Section 5:B. *Permitted Uses on Leasehold Areas* of the Gold Basin Industrial Park Special Area Regulations to include "overflow vehicle impound lots."

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

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 8/*16/2024 thru 9/30/2024*

Board of County Commissioners

1. **BOCC Regular Meeting**
   August 20, 2024, All Day @ BOCC Boardroom
2. **BOCC Work Session**
   August 27, 2024, All Day @ BOCC Boardroom
3. **BOCC Regular Meeting**
   September 3, 2024, All Day @ BOCC Boardroom
4. **Mayors & Managers Meeting - Hosted by Gunnison School District**
   September 5, 2024, 12:00 PM - 1:30 PM
5. **BOCC Work Session**
   September 10, 2024, All Day @ BOCC Boardroom
6. **BOCC Regular Meeting**
   September 17, 2024, All Day @ BOCC Boardroom
7. **BOCC Work Session**
   September 24, 2024, All Day @ BOCC Boardroom

Gunnison County Organization

1. **Holiday - Labor Day - Offices Closed**
   September 2, 2024, All Day

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   August 20, 2024, All Day @ BOCC Board Room

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Small Dollar Grant Award; Colorado Division of Aer

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Colorado Division of Aeronautics

Term Begins: **Term Ends:** **Grant Contract #:** 24-GUC-I01

Summary:

CDOT is offering an internship grant to fund up to 50% of the total annual wages for one (1) intern hired by GUC.

Fiscal Impact: Local funding: $16,052.40; State funding: $16,052.40

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 8/15/2024

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

Comments:
Legally sufficient. SO 8/8/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/8/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

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

Agenda Date: 8/20/2024

Revised April 2015

Gunnison – Crested Butte Regional Airport
Phone: (970) 642-7385 | Fax: (970) 641-8559
Email: rlamport@gunnisoncounty.org
Website: www.GunnisonCounty.org/Airport

July 23, 2024

Gunnison-Crested Butte Regional Airport Internship Program

Gunnison-Crested Butte Regional Airport (GUC) is seeking a college student, post graduate and aspiring professional who is interested in pursuing a career in Airport Management, Administration and Operations.

The purpose of the Gunnison-Crested Butte Regional Airport Internship Program is to provide Interns with an all-around introduction to professional airport management and exposure to airport operations, an opportunity for professional development and to provide real-world experience on the day-to-day operations of a public use Primary Airport.

Internship Program Overview

The internship program is about a one-year on-the-job training course in airport management. This position will also directly aid and assist current airport administration in the coordination, control, operation, maintenance and use of the airport, in accordance with current industry policies and standards and included syllabus.

Interns are assigned to work under the supervision of the Airport Director's Office and will be given a variety of projects involving airport operations/security, administration, management and airport development.

Interns are provided with a workspace, a computer and the equipment and supplies essential to the performance of the job. They are considered part of the staff and expected to perform at a level commensurate with their abilities. Weekends, holidays and variable shifts will be a part of the program as it reflects the real-world day to day life in the aviation industry.

At the conclusion of the internship period, the intern is expected to be able to demonstrate adequate knowledge of their assignment with the completion of a final essay that should explain how their experiences have contributed to their understanding of airport management and includes a summary of the intern's experiences, observations and/or accomplishments over the course of the internship.

Interns are paid at $20.58 per hour and work 16 to 30 hours per week as scheduled by the Airport Director. Flexible scheduling is available to accommodate class schedules for students.

Interns are not full-time employees of Gunnison County therefore do not have access to paid vacation time. The intern is eligible for one hour of paid sick leave for every 30 hours worked, up to 48 hours per year. If an intern is unable to report to work, notification must be made to the airport as soon as possible and the missed time will be made up at a later date.

The internship program can be terminated at any time without cause at the discretion of the Airport Director.

Internship Syllabus

The general syllabus the intern will track is expected to include the following categories:

Introduction to the Global Aviation Industry

The US Aviation System

- History of the FAA
- The NPIAS
- Air Traffic Control System
- Airline Industry
- General Aviation
- Airways Trust Fund
- FAA and DOT functions
- Airport Classifications

Management and Administration

- Structure of general airport administration and functions
- Broad overview of airport financing
- Revenue and expense analytics and budget preparation
- Rates and Charges
- Invoice processing
- FAA grant administration
- AIP's, CIP's, PFC's, CFC's
- Payroll processing & post-payroll processing
- FAA Part 139 and chapters
- TSA 1542 and chapters
- Parking revenue analysis
- Minimum Standards and Airport Rules and Regulations

Airport Development

- Master Planning
- CIP's
- Economic Impacts
- FAA grants and Grant Assurances
- Air Service Development
- Advisory Circulars
- Environmental
- Noise
- FAR Part 77 and TERPS

Airport Operations

- Introduction to aerodynamics and airport operations.
- Part 139 Certification and requirements
- ACM
- AEP
- ASP
- Snow and Ice Control
- NOTAMS
- Storm Water Management Plan
- Spill Prevention Control Procedures
- Wildlife Hazard Management Plan
- Airport grounds and facilities
- UNICOM

POSITION DESCRIPTION

Essential Duties and Responsibilities of the Intern include the following:

- Provides administrative assistance and support to airport management and administration management including regular review and update of various airport regulatory documents, manuals and airport data as published in various aids to pilots.
- Assists with the management and maintenance of the general airport filing system;
- Monitor and reply to customer social media inquiries and coordinate service recovery as needed
- Daily walk thru the terminal to inspect retail, food and beverage concessions for cleanliness
- Help organize admin offices and update project files
- Assist with department record keeping including gathering, records retentions, filing, etc.
- Attend meetings with department leadership as requested
- Learn how to fingerprint and process airport and tenant employees for airport identification badges
- Learn how to conduct Runway Safety inspections
- Learn Airside Operations responsibilities during aircraft alerts, accidents and incidents and responses to security/medical incidents
- Compiles detailed and highly accurate reports, logs, and maintenance requests and as necessary takes action to correct deficiencies.
- Ensures safety of airport for aviation users by observing runway, weather, and airfield conditions.
- Effectively and efficiently communicates pertinent and timely airport information to other airport employees, tenants, contractors, and users.

POSITION REQUIREMENTS

Minimum Requirements

- A recent college/university graduate within the past nine months or;
- Currently enrolled fourth-year active college student preferably in an Airport/Aviation Management program or related field of study.
- Able to work outdoors in varying climactic conditions.

- Ability to stand and walk for extended periods of time.

Licenses and certificates required:

- Must be able to pass a TSA background check to qualify for an airport SIDA badge.
- Possession of a valid driver's license.

Knowledge and ability required:

- Use of Microsoft office software and basic computer skills.
- Understanding of computer database applications.
- Ability to compose letters, memos, and reports in a professional manner.
- Ability to understand and generate mathematical computations.
- Ability to follow directions and complete assignments on time.
- Knowledge of office equipment.

PHYSICAL REQUIREMENTS:

STRENGTH

MEDIUM - Exert up to 50 lbs. of force occasionally, and/or up to 20 lbs. of force frequently, and/or up to 10 lbs. of force constantly to move objects.

MOVEMENT

CLIMBING - Ascending or descending using feet and legs and/or hands and arms. Body agility is emphasized.

REACHING - Extending hand(s) and arm(s) in any direction.

HANDLING - Seizing, holding, grasping, turning, or otherwise working with hand or hands. Fingers are involved only to the extent that they are an extension of the hand.

FINGER USE - Picking, pinching, or otherwise working primarily with fingers rather than with the whole hand or arm as in handling.

FEELING - Perceiving attributes of objects, such as size, shape, temperature, or texture, by touching with skin, particularly that of fingertips.

AUDITORY

TALKING - Expressing or exchanging ideas by means of the spoken word. Talking is important for those activities in which workers must impart oral information to clients or to the public, and in those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.

HEARING - Perceiving the nature of sounds. Used for those activities which require ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on running engines.

VISION

NEAR ACUITY - Clarity of vision at 20 inches or less. Use this factor when special and minute accuracy is demanded.

FAR ACUITY - Clarity of vision at 20 feet or more. Use this factor when visual efficiency in terms of far acuity is required in day and night/dark conditions.

DEPTH PERCEPTION - Three-dimensional vision. Ability to judge distances and spatial relationships so as to see objects where and as they actually are.

ADJUSTMENT - Correction of lens of eye to bring an object into sharp focus. Use this factor when requiring near point work at varying distances.

COLOR VISION - Ability to identify and distinguish colors.

FIELD OF VISION - Observing an area that can be seen up and down or to right or left while eyes are fixed on a given point. Use this factor when job performance requires seeing a large area while keeping the eyes fixed.

ENVIRONMENTAL CONDITIONS AND PHYSICAL SURROUNDINGS – EXPOSURE

EXPOSURE TO WEATHER - Exposure to hot, cold, wet, humid, or windy conditions caused by the weather.

EQUIPMENT UTILIZED

Office equipment such as computer, projector, copier, fax, etc.

Vehicles such as automobile, truck, small tractor, lift, skidsteer, etc.

HAZARDS

Proximity to moving, mechanical parts.

COMPUTER USE

Constantly: 5.5 to 8 hours/day

DRIVING

Frequently: 2.5 to 5.5 hours/day

Colorado Division of Aeronautics
Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "… that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency…"

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **Gunnison County,** as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **Gunnison County** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

FURTHER BE IT RESOLVED:

That the **Gunnison County** hereby designates **Richard Lamport** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

The **Gunnison County** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

The **Gunnison County** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resloution, including all terms and conditions contained therein.

By:_____ Date: _____

Print Name and Title:_____

ATTEST (if needed)

By:_____

Print Name and Title:_____

EXHIBIT A

Colorado Division of Aeronautics
Discretionary Aviation Grant Application

APPLICANT INFORMATION		
APPLICANT SPONSOR: Gunnison County	**AIRPORT:** Gunnison-Crested Butte Regional Airport	**IDENTIFIER:** GUC
PROJECT DIRECTOR: Richard Lamport		
MAILING ADDRESS: 519 Rio Grande Ave Gunnison, CO 81230	**EMAIL ADDRESS:**	rlamport@gunnisoncounty.org
	PHONE NUMBER:	(970) 642-7388

GRANT NAME AND TERMS		
	TERMS	
24-GUC-I01	Execution Date:	Expiration Date: December 31, 2025

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	$16,052.40
Local Cash:	$16,052.40
Local In-Kind:	$0.00
Federal Aviation Grant:	$0.00
Total Project Funding:	$32,104.80

PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. Internship Program	$16,052.40	Up to 50.00%	$16,052.40	50.00%	$0.00	0.00%	$32,104.80
TOTALS	**$16,052.40**		**$16,052.40**		**$0.00**		**$32,104.80**

EXHIBIT B, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.

b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.

b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

2. **On-Airport Hazard Removal and Mitigation**. The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.

4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

a. Operating the airport's aeronautical facilities whenever required;

b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.

5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.

6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.

7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

STATE CONTROLLER

MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

1) ***Available Model Small Dollar Grant Awards.*** The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

   a. **Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system

   b. **Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.

   c. **Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in **§1)a.**

2) ***Modifications of Model Small Dollar Grant Awards.*** A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

   a. **Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.

   b. **Unauthorized Modifications.** Except as described in **§2)a.**, the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

3) ***Small Dollar Grant Award Exhibits and References.*** All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with **§2)**, attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

a. Additional information technology provisions required by OIT.

b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.

c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



Robert Jaros, CPA, MBA, JD State Controller

STATE CONTROLLER

State of Colorado Small Dollar Grant Award Terms and Conditions

1. Offer/Acceptance. This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.

2. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.

3. Changes. Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

4. Definitions. The following terms shall be construed and interpreted as follows: **(a)** "**Award**" means an award by a Recipient to a Subrecipient; **(b)** "**Budget**" means the budget for the Work described in this Agreement; **(c)** "**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 CRS §24-11-101(1); **(d)** "**UCC**" means the Uniform Commercial Code in CRS Title 4; **(e)** "**Effective Date**" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f)** "**Federal Award**" means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g)** "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient; **(h)** "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i)** "**Matching Funds**" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j)** "**Recipient**" means the State agency identified on the face of the Small Dollar Grant Award; **(k)** "**Subcontractor**" means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l)** "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m)** "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) 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; and **(n)** "**Work**" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. Delivery. Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

6. Rights to Materials. [*Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.*] Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

7. Grantee Records. Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two 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. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* 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. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. 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 Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, of use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. 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 set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

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

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

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

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

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

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

23. Indemnification. [***Not Applicable to Inter-governmental agreements***] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 any one fire, and (c) 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. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of $1,000,000 each occurrence and $1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§28**.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then 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.

31. 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, CRS §24-10-101, *et seq*., 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, CRS §§24-30-1501, *et seq*. 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.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

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

34. Choice of Law, Jurisdiction and Venue. [***Not Applicable to Inter-governmental agreements***] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

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

36. Public Contracts for Services. [***Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services***] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre- employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

STATE CONTROLLER

ADDENDUM 1:
Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a)** "**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 CRS §24-72-302; **(b)** "**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, pursuant to CRS §§24-37.5-401 *et seq*.; **(c)** "**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; **(d)** "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium 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 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 including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e)** "**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, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; **(f)** "**State Confidential Information**" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g)** "**State Fiscal Rules**" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h)** "**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; **(i)** "**State Records**" means any and all State data, information, and records, regardless of physical form; **(j)** "**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, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k)** "**Work Product**" means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at http://oit.state.co.us/ois, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee 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. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

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

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at http://oit.state.co.us/ois, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. 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, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq*.

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

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Award; Daniel's Fund; Gunnison County Substa

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Daniel's Fund

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

Summary:

Funding for Choice Pass.

Fiscal Impact:

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 8/15/2024

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

Comments:
Legally sufficient. SO 8/8/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/8/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

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

Agenda Date: 8/20/2024

Revised April 2015

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DANIELS FUND

July 30, 2024

Mr. Jonathan Houck
County Commissioner Chairperson
Gunnison County Substance Abuse Prevention Project
200 East Virginia Ave
Gunnison, CO 81230

Dear Mr. Houck,

On behalf of the Daniels Fund, it is a pleasure to provide a grant to Gunnison County Substance Abuse Prevention Project, ("Grantee"), in the amount of $50,000 for Gunnison County Substance Abuse Prevention Project. The specific terms of your grant are described in Schedule A.

To comply with the Internal Revenue Code ("Code") and as a condition to receiving the grant, we ask that you make the following agreements with respect to the grant.

1. Grantee agrees to use the grant and any income therefrom, exclusively for the specified purposes. No part of the grant and any income therefrom may be used for purposes other than charitable, scientific, or educational purposes within the meaning of 170(c)(2)(B) of the Code. Any modification of the use of the grant and any income therefrom, is subject to the prior approval of the Daniels Fund.

2. Grantee represents and warrants to the Daniels Fund that it is a governmental unit referred to in section 170(c)(1) of the Internal Revenue Code. Additionally, the organization will use the grant and any income therefrom for exclusively public purposes.

3. Grantee will return to the Daniels Fund any unexpended grant funds at the close of the grant period. Unexpended funds will be promptly returned if the following occurs:

    a. The Daniels Fund determines that the grantee organization has not performed in accordance with these terms, or in accordance with the purposes as represented in the approved request upon which the grant was based.

4. Grantee will not directly or indirectly use any portion of the grant funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

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5. Grantee will not, directly or indirectly, use any portion of the grant funds to participate in or organize voter registration initiatives.

6. Grantee will not, directly or indirectly, use any portion of the grant funds to carry on propaganda or otherwise attempt to influence legislation.

7. No part of the grant funds may be used for a grant to any organization considered to be a private foundation for federal tax purposes unless you comply with the applicable "expenditure responsibility" provisions of the Code.

8. No part of the grant funds will be paid to any Daniels Fund director, officer or associate for any purpose.

9. Grantee will continue to observe policies of nondiscrimination in employment, board membership and in the use of these funds and the provision of service as represented to the Daniels Fund in your request for funding.

10. Grantee will maintain adequate financial records related to the expenditure of grant funds and will make these records available to the Daniels Fund or its representative at reasonable times, if requested. Records related to the grant will be retained for at least four (4) years after grant funds are fully expended.

11. Grantee will use the name, logo or other information identifiable with the Daniels Fund only upon the written consent of the Daniels Fund communications office. A copy of all published media will be provided to the Daniels Fund. Grantee agrees to allow the Daniels Fund to use the name, logo or other information identifiable with Grantee in the Daniels Fund's periodic reports and media releases.

12. Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this grant, without prior written approval from the Daniels Fund.

13. By accepting this grant, Grantee agrees that neither the Daniels Fund nor any of its officers, directors, associates or agents, assumes any responsibility or liability regarding the grant or its use. Grantee is solely responsible for the acts, conduct, behavior and actions of its officers, directors, employees, agents, and partners with respect to the use and administration of the grant, including the responsible use and administration of the grant in accordance with all laws, rules and regulations, and best business practices.

14. Grantee did not provide any goods or services in consideration, in whole or in part, for the grant funds.

15. The Parties agree that either or both parties may execute this Agreement in counterparts by signature of the original or transmittal of a signed copy by any electronic means in accordance with the C.R.S. 24-71-101 by affixing an electronic signature that complies with the requirements of the Colorado Uniform Electronic Transactions Act, C.R.S. 24-71.3-101 et seq. for electronic signatures.

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SCHEDULE A

DESCRIPTION OF GRANT

Grant Maker:	Daniels Fund 101 Monroe Street Denver, Colorado 80206 Tax ID: 84-1393308 Tel: (303) 393-7220
Grant Recipient: ***I confirm that this mailing address is correct, or I have emailed*** GrantsInfo@DanielsFund.org ***with the correction:***	Gunnison County Substance Abuse Prevention Project 200 East Virginia Ave Gunnison, CO 81230
Tax ID:	84-6000770
Tax Status:	Government Entity
Amount of Grant:	$50,000
Purposes of Grant:	Gunnison County Substance Abuse Prevention Project
Grant Period:	Funding is for this specific period: August 15, 2024 - August 14, 2025
Grant Payment Terms:	Full payment will be released within approximately 30 days of receipt of this signed Letter of Agreement.

Expected Results:

Metric	**Date**	**Measured by**
The Choice Pass program will enroll 560 6th through 12th grade youth into the program.	Aug. 15, 2025	Enrollment database
During the 12-month grant, 95% of youth will uphold their pledge to remain substance free.	Aug. 15, 2025	Participant Surveys
During the 12-month grant period, 80% of participants (448) will be randomly drug-tested with 95% (425) passing the test.	Aug. 15, 2025	Random Drug Test Results

Reporting Requirements:

Within thirty (30) days after the end of the grant period, Gunnison County Substance Abuse Prevention Project will submit a Grantee Final Report to the Daniels Fund. The link to the online report form will be sent to the grantee at least thirty (30) days before the report due date.

Organizations are not eligible to apply for additional funds from the Daniels Fund until the grant period has been completed and the Grantee Final Report has been received.

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To acknowledge this agreement and accept the grant, please review the grant terms in this letter and in Schedule A. Please execute the Letter of Agreement via DocuSign. After receipt of this fully executed LOA via DocuSign, we will issue payment pursuant to the grant payment terms outlined in Schedule A.

One of the guiding principles of the Daniels Fund is our belief that boundless opportunity can exist for each and every individual. The work of organizations such as Gunnison County Substance Abuse Prevention Project helps make this a reality. On behalf of the Daniels Fund, we wish you every success.

Sincerely,

Luke Ragland
_____
Luke Ragland, Senior Vice President

Grant Recipient: Gunnison County Substance Abuse Prevention Project

Signature: _____

Name: _____

Date: _____

Application received: 05/28/2024

Applicant organization: Gunnison County Substance Abuse Prevention Project

Location: Gunnison, CO

Primary contact: Emily Mirza, Youth Programming Coordinator| emirza@gunnisoncounty.org | 970-642-7612

CEO/ED: Jonathan Houck, County Commissioner Chairperson | jhouck@gunnisoncounty.org | 970-275-9625

Fiscal Sponsor:

CODING:
Region: Colorado Outstate
Funding area: Drug & Alcohol Addiction
Focus area:
Program officer: Owen McAleer

ORGANIZATION BACKGROUND AND PROGRAMS
Year founded: 2006

Organization's background: In 2006, Gunnison County was awarded a SPF SIG grant as one of 14 Colorado counties at highest risk for substance abuse. We ranked third among the state's frontier counties for Juvenile Drug-Related Arrest Rates, had significant "binge" drinking among underage youth in the community, and have the highest number of liquor stores per capita of any county in the state. Over the past 15 years the Gunnison County Substance Abuse Prevention Project (GCSAPP) has been working diligently as a community coalition to minimize youth use rates of alcohol, tobacco, marijuana and prescription drugs. 2023 Healthy Kids Colorado Survey data indicates a decrease in use for all substances, however those who use do at a higher frequency paired with other high risk behaviors such as polysubstance use and driving. In addition, they indicate poorer mental health measures. GCSAPP has adopted a public health approach to prevention, allowing our efforts to move upstream to address risk and protective factors.

Organization's current programs: Current programs are Choice Pass(CP), Rethinking Substances (RTS), social emotional learning (SEL) with grades 6 and 9, drug and alcohol education with grades 8 and 10, substance free community programming, GCSAPP Youth Coalition and Youth Wellness a grass roots youth led program to connect peers to counseling. This year the CP program served 560 youth and their parents. Over 50 businesses give recognition and provide alternative programming and discounts to CP youth. 350 parents and community members received education last year. CP is a protective factor, offering opportunities for pro-social involvement, increasing connectedness and decreasing the risk of suicide and substance abuse.

RTS is a restorative approach to working with youth who are using substances and their parents. Program staff support youth through a process to identify any harm that was caused by their choices and how to repair that harm. Youth and families are connected to additional support services in the community as needed. 40 youth and their parents participated in RTS individual or group meetings this school year.

This school year 300 youth were provided SEL to increase skill building and healthy coping. 28 Substance Free Community Events (movies, laser tag, rollerblading, arcade, etc.) were held and over 1,400 people attended. 36 counseling sessions were provided to 10 youth through Youth Wellness. The GCSAPP Youth coalition made of up 6th-12th grade youth created an impaired driving campaign.

Project Title: Gunnison County Substance Abuse Prevention Project
Amount requested: $50,000.00
Grant request summary: Staffing

-Prevention Specialist - 12 months (52 weeks), budgeted at .5 FTE 40% (8 hours per week) based on $40/hr. (hourly pay + benefits) - $16,640

-Prevention Specialist supports with planning, programming, and implementation on all Choice Pass youth and parent activities including drug testing, parent education, youth programming, and restorative meetings.

-Social Emotional Coordinator - 12 months (52 weeks) Budgeted at .75 FTE 16.7% (5 hours per week) based on $50/hr (hourly pay + benefits) - $13,000

Social Emotional Coordinator works with youth and families in a number of settings. Within the school, the Coordinator delivers SEL curriculum to 6th and 9th graders. Additionally, the Coordinator facilitates skill-based one-on-one and family sessions for participants who violate the program, by engaging in behaviors such as substance use. Furthermore, the Coordinator supports Choice Pass education and youth programming.

Choice Pass Program

- Drug Tests (urine analysis for 50% of 8th-12th grade) - $2,500

- Nicotine Tests (for 50% of 6th-12th grade) - $2,210

- Newspaper ads (5 x $200) - $1,000

- Support for Alternative Healthy Activities (Community discounted activities/scholarships for programs such as Rec Center fees, athletic school fees, sports fees, outdoor activity fees, art and music fees, dance fees, etc.) - $3,000

- Middle School and High School Outdoor Youth Leadership Program (25 students at $200 ea) - $5,000

- Parent Education nights (10 events with 60 attendees at each event x $8pp) - $4,800

- Shirts, stickers, and promotional costs - $1,000

- Parent Education presenter fees (2 speakers x $250ea) = $500

-Software subscription (Choice Pass text program $50/month x 12 months) = $600

Total = $50,000

Requested grant term in months: 12

Grant term explanation:

Requested type of support: Program / Project

GENERAL OPERATING SUPPORT
Organization budget for entire requested grant term: $ 150,000

PROGRAM/PROJECT
Project Budget for the entire requested grant term: $ 150,000

Summary of program or project: Choice Pass (CP) is a substance abuse, bullying, and suicide prevention program for Gunnison and Hinsdale counties' 6th-12th grade youth. CP takes a three-pronged approach for prevention utilizing the social development strategy. CP provides youth clear expectations of positive/healthy behaviors, opportunities to demonstrate the behaviors, and community recognition. Additionally, CP provides access to healthy activities for youth as well as education for parents and youth to navigate adolescence.

How the program works: youth and parents make a commitment together each fall: youth commit to remain substance free and make healthy choices, and parents commit to be supportive of their youth through adolescence. Youth gain access to 50 perks including discounts to local businesses, a discounted ski pass, bike park pass, recreation center pass, and access to leadership/recreation opportunities. For high school youth, CP partners with the local school district so students can earn school credit during various programs. Youth are held accountable through random drug testing from November to May. Parents are required to attend one education dinner to learn from a variety of topics affecting teens and how to better engage in difficult conversations with their adolescent.

CP aims to reduce past 30 day substance use rates among youth, create prosocial activities for youth, and build connectedness between youth and adults in the community. We work to reduce risk factors and enhance protective factors to increase health outcomes for youth through an upstream approach to prevention.

Approximately 500-600 6th-12th grade youth enroll in the program annually. Our demographics consist of 90% of youth enrolled identifying as non-Hispanic White, 4% as Hispanic, 2% American Indian or Alaskan Native, 1% Afriacn American and 3% as multiple races. 350 parents and community members attend education events annually. 400 youth engage in healthy and alterative activity programming annually.

CAPITAL
Capital budget: $ 150,000
Funds raised to date: $ 0

Capital project description:

Capital Planning and fundraising:

Impact (new field): CP is a multi-facetted protective factor for local youth and the community. It builds connectedness between youth and adults, encourages pro-social norming for behaviors such as lowered substance use, and increases education about high risk behaviors and adolescents development.

CP continues to engage 55% of 6th-12th graders and their parents in Gunnison County. According to the 2023-2024 CP enrollment survey, 95% of CP parents report having a conversation about the dangers of drugs and alcohol in the last 12 months, while 79.1% of youth report talking to a parent. 76.5% of CP youth talked with thier parents about mental, stress, and anxiety in the past 12 months. CP and GCSAPP continuously work to close the gap between parent and child communication through parent education and school-based education.

According to the 2023 Healthy Kids Colorado Survey Data (HKCS), 89.6% of high school youth in the Gunnison Watershed School District reported being able to go to an adult with serious problem vs 95.8% of CP youth (CP Youth Survey 22/23). We understand that having a trusted adult to go to with a problem is the strongest protective factor for young people. CP requires youth to enroll in the program with a trusted adult. 86.7% of CP youth engage in extracurricular activities in school such as sports, band, drama, clubs, or student government which is protective factor to reduce substance use (CP Youth Survey 23/24).

96.2% of youth enrolled in CP this fall indicated they had not used any substance (alcohol, cigarettes, vapes, marijuana, and other drugs) in the past 30 days. 91% indicated that they have never ridden in a vehicle with someone who had been drinking (CP Youth Survey 23/24).

Impact (old field):

How has COVID-19 affected your operations?

Context: We have seen an increase of youth violating CP through failed drug tests, diversion, self-reports, and school suspension. In 2022-2023 there were 10 violations. This year (2023-2024) we saw a four fold increase with 45 violations. In addition, there were 8 second offenses and 5 third offenses. Overall, according to the 2023 HCKS data, there has been a decrease with past 30 day use for alcohol, marijuana, and nicotine. However, we have learned that those who are using are doing so a higher frequency, and we are seeing more problematic use paired with other high-risk behaviors. 25 of the violations were due to vaping or zyn. In addition, we have seen an uptake in middle school substance use primarily with vaping and zyn. In the past two years no middle school youth have violated the program; this school year 10 voilated. HKCS data for middle school shows a increased need in mental health with 21.4% indicting feeling sad or hopeless 14 days or more in the last 30 days in 2021 and 24.5% in 2023. Poorer mental measures are often correlated to increased substance use. We have been working diligently through increased partnerships with the school for school-based education and youth referrals for increased support, vaping prevention grant application, increased parent education, increased summer programming, and restorative support for youth and families.

Planning: To ensure program sustainability, several state and federal grant applications have been submitted. The Board of County Commissioners have included CP in their Gunnison County strategic plan.

This is fourth year of the CP annual giving campaign. We will continue to fundraise locally to better sustain the program – specifically healthy programming for youth, scholarships, and parent education. We are developing a series of new promotional videos for CP for various audiences including funders and donors, parents, high school youth, and middle school youth. This past spring CP launched a scholarship program for 12th grade youth who participated in the program all years they were eligible. This helps to incentivize 11th and 12th grade youth to continue to program involvement.

With the increase in middle school violations, we saw a need for more healthy skills and leadership-based programming. CP initiated a middle school outdoor youth leadership program. Additionally, a middle school rock climbing club was started. We are continuing to write these programs and others into grants. Furthermore, for the first time, high school youth were able to get school credit for attending a variety of CP programs.

CP and GCSAPP are exploring additional parent education opportunities through multi-session programs. Through the increased violations, we see a need for more ongoing parental support. We intend to get staff trained to provide this in English and Spanish.

Financials: n/a

Org's annual operating budget for current fiscal year: $ 523,377

Current Fiscal Year End Date: 12/31/24

MEASURABLE RESULTS

Result 1: By December 21, 2024 60% of all 6th - 12th grade students and their parents will annually make the Choice Pass commitment.

Result 2: By May 31, 2025 85% of all Choice Pass holders will report having a conversation with parents about the dangers of alcohol and drugs.

Result 3: By May 31, 2025 94% of Choice Pass youth will uphold thier commitment.

Result 4: By May 31, 2025 seven parent education topics will be held in Gunnison County and 350 parents and trusted adults will attend.

Result 5:

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Trade Contractor Agreement; K&K Concrete; Faciliti

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

This project will nearly triple the parking spots at the fairgrounds and will provide for pedestrian access. The project also includes improved drainage and stormwater management.

Fiscal Impact: 772115

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 8/15/2024

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

Comments:
Legally sufficient. SO 1/14/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/14/2024 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

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

Agenda Date: 8/20/2024

Revised April 2015

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__, by and between the Board of County Commissioners of the County of Gunnison, State of Colorado (the "County"), and K&K Concrete, 105 S. Mesa Ave., Unit A, Montrose, CO 81401 ("Contractor").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the County and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with **Exhibit A**, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment and materials therefor (the "Project").

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the County and Contractor, consist of this Agreement and Exhibit A; Invitation for Bids/Request for Proposal, Bid Schedule; general conditions, special conditions, measurement, payment, and technical specifications and drawings; and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The County has appropriated the money necessary to fund this project. The County shall pay the Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed Seven Hundred Seventy Two Thousand One Hundred Fifteen Dollars ($772,115.00) (the "Original Contract Amount"). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the County requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the Original Contract Amount, unless the Contractor is given written assurance by the County via an Amendment that lawful appropriations have been made by the County to cover the cost of the additional work.

Section 4. Non-appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation. Financial obligations of the County payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

Section 5. Times and Methods of Payment.

a. Progress payments shall be made in proportion to services rendered and shall be due and owing within thirty (30) days of Contractor's submittal of a monthly 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.

b. 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.

Section 6. Retainage. An amount equal to five percent (5%) of all progress payments shall be retained by the County until the Project is completed satisfactorily and finally accepted by the County.

Section 7. Final Payment. The County shall make final payment, including release of retainage, to Contractor when the Project is complete and finally accepted by the County.

Section 8. Final Acceptance. Final acceptance of the Project shall follow inspection and approval of Contractor's performance by the County, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The County shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the County is subject to the provisions of this Contract and C.R.S. § 38-26-107, as amended, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the County for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the County and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, materialman, equipment supplier, manufacturer or other person.

Section 9. Commencement and Completion of Performance. This agreement shall run for the term of August 19, 2024 thru December 31, 2024. The services called for shall commence on _____ and end on _____ (_____ workable working days). Contractor shall commence any work requested by the County within ten (10) days of notification by the County. In the event Contractor fails to commence work within this time period, the County may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the County and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed.

Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and Contractor has promptly given written notice of such delay to the County:

a. to any preference, priority or allocation order duly issued by the County; and

b. to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

Section 10. Termination.

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:

i. not less than ten (10) calendar days' written notice of intent to terminate, and

ii. an opportunity for consultation with the terminating party prior to termination.

b. This Agreement may be terminated in whole or in part in writing by the County for its convenience.

c. Upon receipt of a termination action pursuant to paragraphs a. and b. above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise), and the County may take over the work and prosecute the same to completion by agreement with another party or otherwise.

d. ***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 effective immediately. Failure to abide by such requirements may result in termination of the Agreement.

Section 11. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefore, unless otherwise specified by the County. The County shall assist Contractor to determine which licenses and permits are required for completion of the Project.

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 Agreement Price. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. § 39-26-708, Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws

concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.

Section 12. 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 not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

Section 13. Indemnification. The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County, its elected and appointed officials, officers, employees, and agents, and their insurers, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its elected and appointed officials, officers, employees, and agents, from damages resulting from the negligence of the County's elected and appointed officials, officers, employees, and agents, and their insurers, and employees. The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever.

The Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands, at the sole expense of the Contractor, or, at the option of the County, agrees to pay the County or reimburse the County for the defense costs incurred by the County in connection with any such liability, claims or demands. The Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 14. Insurance. The Contractor agrees to procure and maintain, during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor, pursuant to Section 1 of Exhibit A. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed,

pursuant to Section 1 of Exhibit A, by reason of its failure to procure and maintain, during the life of this Contract, insurance in sufficient amounts, durations or types.

The Contractor shall procure and maintain, during the life of this Contract, for itself and any subcontractor, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor, pursuant to this Agreement. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Workers' Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during Term of this Agreement. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

b. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars ($2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars ($2,000,000) for all damages arising out of injury to or destruction of property, including the County's property during the policy period.

The Commercial General Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) aggregate with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

The policy required by Paragraph b. above shall be endorsed to include the County, whether private or governmental, its officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies) or entity(ies) deemed necessary by the County as additional insureds. The Contractor shall be solely responsible for any deductible losses under any policy required herein.

Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the County, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Contractor. No

additional insured endorsement to the policy required by Paragraph b. above shall contain any exclusion for bodily injury or property damage arising from completed operations.

The certificate of insurance provided by the Contractor shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the County prior to commencement of the Contract. No other form of certificate shall be used. The certificate shall identify this Contract and the coverages afforded under the policies. The completed certificate of insurance shall be on file with the County two (2) weeks prior to the date of the Contract and shall be sent to:

Gunnison County Attorney's Office
200 E. Virginia Ave
Gunnison, CO 81230

It is the affirmative obligation of the Contractor to notify the County, as provided in this Contract, a copy of the notice, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Contract, and failure to do so shall constitute a breach of this Contract.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Contract or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand, or the County may offset the cost of the premiums against any monies due to the Contractor from the County.

The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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.

Section 15. Performance and Payment Bond. Contractor shall provide to the County, prior to commencement of performance, a Performance and Payment Bond acceptable to the County in the full amount of Seven Hundred Seventy Two Thousand One Hundred Fifteen Dollars ($772,115.00), including provisions for any adjustment thereof in accordance with the terms of

this Agreement. Contractor shall obtain such bond on the County's behalf, separate and apart from any similar bonds or surety or warranty agreements entered into independently between the County and any manufacturer or supplier.

Should an Extension(s) or Amendment(s) be completed on this Agreement that increases the amount of the compensation, the Contractor shall request additional bonding capabilities from their Bonding Agent to reflect the amended contract amount as required by C.R.S. § 38-26-106 and the Contractor shall be responsible for paying any fees associated with the increase in the bonding amount. The County shall not be responsible for nor pay for any bonding fee increases.

Section 16. Government 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.

Section 17. Prohibited Terms. 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 § 24-106-109, C.R.S.

Section 18. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the County all workmanship, equipment and materials on or made a part of the Project and its structures for a period of one (1) year from and after the date of final acceptance of the work by the County, as provided by this Agreement.

Section 19. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the County, Contractor shall disburse the same immediately to subcontractors without any requirement of the County to supervise the same. The County may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or materialmen prior to payment of progress payments or final payment. No contractual relationship shall exist between the County and any subcontractor because of the subletting of any part of the Project work.

Section 20. Change Order. There shall be no increase in price or change in the scope of work described herein without a written change order issued by the County along with the County's written assurance that lawful appropriations have been made by the County to cover the cost of any additional work or materials described in the change order and an Amendment has been completed.

Section 21. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 22. Work Rules.

a. Contractor shall perform all work hereunder in keeping with the rules and regulations that the County may promulgate at any time for the safe, orderly and efficient conduct of all operations.

b. The County shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the County, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.

c. Nothing contained in this Agreement shall constitute Contractor as being an employee of the County, nor shall any employment relationship between the County and Contractor be created by the terms hereof.

d. Contractor is responsible for the safety of any of its materials, tools, possessions and rented items stored on the job site, and for protection of the Project, and shall hold the County and its authorized representatives harmless from any damage or loss incurred thereto.

e. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services or instruments for whose actions Contractor is responsible hereunder.

f. No material, equipment, tools, supplies or instruments, other than those belonging to or leased by Contractor, will be removed from the Project site by Contractor without the prior written approval of the County.

g. Contractor agrees to report immediately to the County, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

Section 23. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the County. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 24. Nondiscrimination. The Contractor will take affirmative action to not refuse to hire, to discharge, to promote or demote, to harass during the course of employment, or to discriminate in matters of compensation, terms, conditions, or privileges of employment against any employee, subcontractor, or applicant for employment because of race, color, sex, sexual orientation, gender identity, gender expression, age, religion, disability, national origin or ancestry,

as provided by Colo. Rev. Stat. § 24-34-402 (1)(a). Contractor agrees to comply with all applicable Federal and State statutes and regulations concerning non-discrimination.

Section 25. Severability. If any term, section or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 26. Waiver. No waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 27. Personally Identifiable Information (PII). If the Contractor or any of its Subcontractors will or may receive 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*.

Section 28. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts. 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. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law, including, but not limited to, tort remedies. The Contractor agrees that the economic loss rule shall not serve as a limitation on the County's right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive the acceptance of the Work or any termination of this Agreement. Contractor further specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes, regarding defects in the Work under this Agreement.

Section 29. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 30. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts,

understandings or agreements pertaining to such matters are merged into and are superseded by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONTRACTOR:

By: _____

_____
[*name/title*]

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

_____
Notary Public

ATTEST: Clerk to the Board

GUNNISON COUNTY

_____

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

EXHIBIT A to Agreement between the County and _____.
Project Number; Name _____.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. **Time of Performance.** The services of the Contractor shall commence (choose one):

☐ As of the date of this Agreement.

☒ As specified in a Notice to Proceed to be provided by the County.

☐ As of the following date: _____, 20___, (this is a workable working day contract; and shall be completed within _____ workable working days).

The services of the Contractor shall be completed, or shall end, by December 31, 2024, at which time the County shall have the option to renew the Agreement for four additional one-year terms under the same terms and conditions of the original Agreement by issuance of an Extension Letter. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor and will be exercised only when such continuation is clearly in the best interest of the County.

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

☒ Phased payments for completed work billed monthly as work is completed and accepted by the County on a percentage basis of the total work.

☐ Hourly rate: $_____/hour or as outlined in the attached document.

☐ Lump sum payment upon completion: $_____.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed $772,115.00.

4. **Notices of Termination.** Notices of termination shall be given at least ten (10) days before the effective date of termination.

5. **Additional Insurance Requirements.**

☐ Protective Liability and Property Damage Insurance covering the liability of the County, including any employee, officer, or agent of the County, with respect to all operations under the Agreement by the Contractor or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the County's Protective Liability Policy, to be provided by the Contractor, as described in Section 14, shall be increased to the same limits for the Contractor's Commercial General Liability Insurance. **Check box if required only.**

☐ Professional Liability Insurance is required. If Contractor's scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with the required minimum limits of One Million Dollars ($1,000,000) each claim and Two Million Dollars ($2,000,000) annual aggregate, and Contractor shall maintain such coverage for at least two (2) years from the termination of this Agreement. **Check box if required only.**

☐ Umbrella Liability Insurance is required: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: One Million Dollars One Hundred Ninety-Five Thousand ($1,000,000) each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County. **Check box if required only.**

☐ Protected Information: If Contractor's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, Contractor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than One Million Dollars ($1,000,000) each occurrence; and Two Million Dollars ($2,000,000) general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as 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 confidential information of County. **Check box if required only.**

☐ Pollution Liability: If Contractor's scope of work includes any pollution liability exposure, Contractor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than One Million Dollars One Hundred Ninety-Five Thousand ($1,000,000) each occurrence and aggregate. **Check box if required only.**

☐ Crime Insurance: If Contractor's scope of work includes Contractor or Contractor's employees' involvement with money or securities of County, Contractor shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Contractor, in an amount of not less than One

Million Dollars ($1,000,000) single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee. **Check box if required only.**

☐ Builders Risk: The Contractor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Contractor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement. **Check box if required only.**

☒ Subrogation Waiver: All insurance policies secured or maintained by Contractor in relation to this contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the county, its agencies, institutions, organizations, officers, agents, employees, and volunteers. **REQUIRED.**

Waiver of Workers' Compensation Insurance Requirements. Check box for Sole Proprietors only.

☐ A Waiver of Workers' Compensation Insurance is required only when a Contractor is a sole proprietor and has no employees. This form must be requested from the Contracts & Procurement Division.

6. **Addresses for Notices.** The addresses for Notices are as follows:

To the County: Gunnison County Attorney's Office
200 E. Virginia Ave
Gunnison, CO 81230

AND

To the Contractor:

7. **Special Conditions.**

☒ No special conditions

☐ Special Conditions are as follows:

ADVERTISEMENT (OR REQUEST) FOR BIDS

Gunnison County will be accepting sealed BIDS for:

GUNNISON COUNTY

FAIRGROUND DRAINAGE IMPROVEMENTS

Sealed bids for the Gunnison County Fairgrounds Drainage Improvements, Gunnison, Colorado will be received electronically until 11:00 AM on July 25, 2024.

Bids can be emailed to:

jcattles@gunnisoncounty.org

jerryb@sgm-inc.com

The work of this project includes: removal of Removal of 3,900 square yards of asphalt from the area between the Fred Field House to the rodeo grounds. Work also includes removal of concrete sidewalk and valley pan, fence and posts. New work includes concrete valley pan and trench drains, concrete curb and gutters, and sidewalks, create a plaza area, fencing and hot mix asphalt paving.

Bids will only be accepted from qualified general contractors that have demonstrated experience in construction projects of this type.

This project does NOT require a bid bond. Performance and payment bonds will be required upon contract award.

There will not be a prebid meeting. Questions can be directed as noted below.

Copies of the Contract Documents may be examined at SGM, 103 W. Tomichi Ave., Gunnison, CO 81230. Electronic PDF construction documents are available electronically at no charge. Email subject line shall read: **Request for Electronic Bid Documents – Gunnison County Fairgrounds Drainage Improvements.** Email shall include **Name, Company, and Phone Number**. Project Documents will be sent via email to the requested once adequate information has been provided.

Project related questions should be directed to David Rothwell, drothwell@sgm-inc.com or Jerry Burgess (jburgess@sgm-inc.com) at 970-707-8152.

Project Bid Schedule

Gunnison County

Fairgrounds Drainage Improvements

Contract Item #	Estimated Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Mobilization and Demobilization		
2	761	LF	Remove Valley Pan		
3	46	SY	Remove Sidewalk		
4	5,074	SY	Remove Asphalt Pavement		
5	975	LF	Remove Fence		
6	348	LF	5' Wide Valley Pan		
7	67	LF	Trench Drain		
8	314	LF	Infiltration Swale		
9	597	LF	Catch Curb		
10	374	LF	Flush Curb		
11	304	LF	Spill Curb		
12	224	LF	Mountable Catch Curb		
13	1,000	TONS	3" Hot Mix Asphalt		
14	1,902	TONS	Class 6 Aggregate Base Course		
15	356	SY	5" Thick Concrete Sidewalk		
16	1,016	SY	6" Thick Concrete Plaza		
17	205	SY	Landscaped Median Lobes		
18	415	LF	Fencing		
19	2	EA	Fence Gates		
20	1	LS	Minor Contract Revisions	$15,000.00	**$15,000.00**

Bid TOTAL: _____

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. This project consists of paving, concrete and drainage work at the Gunnison County Fairgrounds. This project more specifically involves the following:

1. Demolition and removal of existing concrete sidewalk and valley pan, asphalt road/parking surfaces and existing fencing.

2. New concrete sidewalk and paving, traffic rated trench drain, curb and gutter, valley pan and ADA ramps

3. Grading and drainage improvements as shown

4. Infiltration swale with cobbles

5. Hot mix asphalt paving

1.02 CONTRACTOR'S RESPONSIBILITIES

In addition to all the requirements of the Standard General Conditions and other Contract Documents:

A. Supervision:

1. The Contractor will supervise and direct the Work. He will be solely responsible for the means and methods, techniques, and procedures of construction.

2. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor and the Contractor's representative at the site.

3. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor.

4. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

5. The supervisor shall not be changed except with the consent of the Engineer, unless the supervisor has proven to be unsatisfactory to the Contractor and ceases to be in his employ.

B. Subcontracting:

1. The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which under normal contracting practices are performed by specialty Subcontractors.

2. The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and or persons either directly or indirectly employed by them, as he is for the acts of persons directly employed by him.

3. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the Work to bind Subcontractors to the Contractor insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

4. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the Owner.

C. Safety and Protection

1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

   a) All employees on the Work and other persons who may be affected thereby;
   b) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
   c) Other property at the site or adjacent thereto, including, but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

2. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

D. Contractor's Use of Premises

1. Owner controls all lands upon which the Work is to take place. The Contractor shall not enter upon private property for any purpose without first obtaining written permission. A copy of the document giving Contractor permission to enter private property along with all terms of this agreement shall be transmitted to the Owner prior to entering property. Contractor shall be responsible for the preservation of all public and

private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site and shall use every precaution necessary to prevent damage or injury thereto. He shall protect carefully from disturbance or damage, all land monuments and property corners until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed. He shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in his or any Subcontractor's manner, or method or executing said Work, due to this or any Subcontractor's non-execution of said Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Work shall have been completed and warranty period expired.

2. The Contractor shall be responsible for all utilities required for construction at no cost to the Owner.

3. Necessary sanitary conveniences for the use of project personnel shall be properly secluded from public observation and shall be erected and maintained by the Contractor at such points acceptable to the Engineer.

1.03 OWNER COORDINATION AND NOTIFICATION

A. The Contractor shall coordinate his efforts with the Owner so as to minimize disruption of existing service and inconvenience to other adjacent contractors and adjacent property owners.

B. Contractor shall notify Owner a minimum of 48 hours in advance of any efforts needing coordination and/or special inspection by Owner or their representative. Such efforts include but are not limited to:

1. Concrete placement and paving operations

2. Subgrade proof rolling.

1.04 SEQUENCE OF WORK

A. This project is a drainage improvement and parking lot expansion project at the Gunnison County Fairgrounds, as such, the current operations must be continuously maintained throughout construction. Temporary short-term closures are possible.

B. The Contractor shall develop his own sequence of Work to minimize construction time, site disturbances and interruptions of existing Fairground operations.

C. The Contractor shall coordinate his efforts with each Subcontractor so as to avoid conflicts and Work slowdowns.

PART 2 PRODUCTS

2.01 OWNER FURNISHED MATERIALS

1. None

2.02 MAINTENANCE OF ACCESS

A. Conduct Work to interfere as little as possible with public or private travel, whether vehicular or pedestrian and with County personnel duties.

PART 3 EXECUTION

3.01 FENCES

A. Maintain all fences affected by the Work until completion of the Work.

B. Refer to construction drawings for additional requirements.

3.02 UNDERGROUND OBSTRUCTIONS

A. Protect from damage any underground pipes, utilities, or structures encountered during construction.

B. Restore any damaged underground obstructions to their original condition at no cost to the Owner unless evidence of other arrangements satisfactory to all parties is presented to the Owner.

C. Before commencing Work, obtain information concerning location, type, and extent of concealed existing utilities on the site and adjacent properties.

1. Consult records and personnel of local utility companies, municipal utility departments, telephone companies, and cable television company.

2. Call for utility locates prior to any excavation work.

D. Underground obstructions known to the Engineer are shown on the Drawings or otherwise referred to in the Specifications.

1. Locations shown may prove to be inaccurate and other obstructions not shown may be encountered.

2. Contractor is responsible to verify actual locations and to protect or restore all underground obstructions encountered.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SUMMARY

This section describes the procedure for Application for Payment by the Contractor. This section establishes the basis of payment, application format, application content and application review process required by the Owner before they will process the application for actual payment.

1.02 FORMAT AND DATA REQUIRED

A. Submit Applications for Payment and all other required forms and information to the Engineer.

B. Provide itemized data on continuation sheets.

C. Format, schedules, line items, and values: Those of the approved Schedule of Values.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Prepare Application for Payment and all other required information in accordance with terms and schedule established in the General Conditions, Supplemental General Conditions and the Agreement Between Owner and Contractor, or as otherwise negotiated between Owner and Contractor.

B. Application Form

1. Required information completed, including that for Change Orders executed prior to the date of submittal of application.

2. Summary of dollar values to agree with the respective totals indicated on the continuation sheets.

C. Continuation Sheets.

1. Total list of all scheduled component items of Work, with item number and the scheduled dollar value for each item.

2. Dollar value in each column for each scheduled line item when work has been performed.

3. Each Change Order executed prior to the date of submission shall be listed at the end of the continuation sheets.

4. List by Change Order number and description as for an original component item of work.

D. Contractor shall execute certification with the signature of a responsible officer of the Contractor's firm.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. When Owner or Engineer requires substantiating data, Contractor shall submit suitable information with a cover letter identifying:

1. Project name and number.

2. Application number and date.

3. Detailed list of enclosures.

B. Submit one (1) copy of data and cover letter for each copy of application.

1.05 SCHEDULE OF VALUES

A. Refer to General Conditions for requirements, if used.

B. Where payment is to be based on unit bid prices, correlate Schedule of Values with bid items.

C. Where payment is to be based on fixed price, correlate Schedule of Values with divisions and sections of specifications, unless otherwise approved by the Engineer.

D. On Bid items to be paid as lump sum that may extend beyond a single pay estimate, a schedule of values shall be submitted to Owner a minimum of 10 days prior to Work on that item. Adequate detail shall be given to allow a value to be placed on Work completed during any given pay estimate. Where payment is to be based on unit Bid prices, correlate schedule of values with divisions and sections of Specifications, unless otherwise approved by the Engineer. If separate payment is to be requested for materials suitably stored but not installed, paid invoices for the item shall be submitted.

E. The Schedule of Values line item for mobilization shall be paid for as a lump sum and shall include all fixed costs for the Work; by way of example, mobilization and de-mobilization, bond and insurance costs, etc. The first partial pay request shall include not more than 75% of this Bid amount; 25% of this Bid amount shall be paid on the final pay request.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Contractor shall complete Application form as specified for progress payments.

1.07 SUBMITTAL PROCEDURE

A. Submit Application for Payment and all required information to Engineer for review in accordance with the established schedule. Application and all related forms shall be properly executed by signature of a responsible officer of the Contractor's firm.

B. Utilize and organize pay requests based on bid schedule items.

C. When Engineer finds the Application complete and correct, Engineer will transmit two copies of the complete Application packet to Owner for processing.

1.08 BASIS OF PAYMENT

Progress payments will be made on the basis of Engineer’s opinion of completed work of individual project components, plus suitably stored materials on-hand, per the approved Schedule of Values and in accordance with the terms of the General Conditions and Agreement

A. LUMP SUM PRICES

1. Where lump sum prices are given for a described portion of the work, that price shall cover all materials, equipment and labor necessary to acquire, deliver, store and install that portion of the work, complete and in place, as shown and indicated in the drawings and as described in the Project Manual.

2. Quantities given in the bid form are estimates for the purpose of evaluating bids. Consequently, some differences may arise in actual and bid quantities.

3. Quantities given for lump sum items, including earthwork, are estimates only. The Contractor should satisfy himself as to the actual quantities required to complete the work described in the plans and these specifications. Unit costs for earthwork will not be employed to determine payment.

B. UNIT PRICE BID ITEMS

1. Payment for work included in unit price bid items shall be based on the completed value of each unit in such quantity actually installed as measured and determined by the Engineer unless the approved Schedule of Values provides sufficient detail for measurement and payment of partial progress of work.

2. Unit pricing shall include all materials, equipment and labor necessary to complete the bid item as shown and indicated in the project documents.

3. Quantities given in the bid form are estimates for the purpose of evaluating bids. Consequently, some differences may arise in actual and bid quantities.

4. Contractor or Owner may request re-negotiation of Unit Price for an item if the actual field measured work done for that item differs from the estimated quantity by more than 50% under the following terms:

    a) Contractor shall not make any claim for damages for any work item for which the actual field measurement does not differ from the estimated quantity by more than 50%, higher or lower.
    b) Re-negotiated Unit Prices shall be based on actual costs to Contractor for the specific work item plus a reasonable allowance for overhead and profit.
    c) Re-negotiating the Unit Price shall not increase or decrease the Unit Price by more than 10 percent.
    d) Contractor shall submit to Owner satisfactory data substantiating the actual costs and overhead rate to perform the Work covered by the Unit Price being re-negotiated..

5. No payment will be made if the entire bid item is unused.

C. MINOR CONTRACT REVISIONS

1. If provided on the Bid Schedule, the Minor Contract Revisions line item is for the sole use of Owner at Owner's discretion for changes to the project.

2. The Contractor's shall include the dollar amount provided by the Owner for Minor Contract Revisions in his base bid total.

3. The intent of this line item is provide the Owner's designated project manager a mechanism to approve minor changes to the work, either from Contractor requested changes or from Owner modification, without unnecessary project delay and without further approval by the Owner.

4. The Owner shall retain all unused monies in this line item.

5. The Owner shall direct Contractor in writing when this line item is to be used along with the amount to be included in the Application for Payment.

D. ALLOWANCE

1. If provided on the Bid Schedule, an Allowance line item is for the sole use of Owner at Owner's discretion for changes to the project.

2. Allowance line items shall be administered per conditions of GC-11.02.

3. The Owner shall direct Contractor in writing when this line item is to be used along with the all pertinent specifying information for purchase by contractor.

4. Constractor shall submit purchase receipts documenting the cost of owner requested materials with pay application for reimbursement.

1.09 BID ITEMS

A. <u>Bid Item # 1 - Mobilization and Demobilization</u>

1. Description

a) This line item is for contractor mobilization and demobilization costs.

2. Specific inclusions, exclusions or special considerations

a) This line item can include costs for construction layout, equipment transportation, job trailer, insurance, bonds, sanitary facilities, record drawings, street cleaning, subsistence costs if needed and other elements of the work not included elsewhere or specifically called for to be paid for elsewhere.

3. Payment Basis

a) Lump Sum – 60% on first pay request, 40% on the final pay request.

B. <u>Bid Item # 2 - Remove Valley Pan</u>

1. Description

a) This line item is for the removal and disposal of concrete valley pans.

2. Specific inclusions, exclusions or special considerations

a) This line item shall include all labor, materials and equipment involved with the removal and legal disposal of existing concrete valley pan. The work includes saw cutting to a vertical line at edges to remain.

3. Payment Basis

a) Per Lineal Foot as measured in the field prior to removal.

C. <u>Bid Item # 3 - Remove Sidewalk</u>

1. Description

a) This line item is for the removal and disposal of concrete sidewalk

2. Specific inclusions, exclusions or special considerations

a) This line item shall include all labor, materials and equipment involved with the removal and legal disposal of existing concrete valley pan. The work includes saw cutting to a vertical line at edges to remain.

3. Payment Basis

a) Per square yard as measured in the field prior to removal.

D. <u>Bid Item # 4 - Asphalt Pavement Removal</u>

1. Description

a) This line item is for the demolition and removal of asphalt pavement or concrete flatwork.

2. Specific inclusions, exclusions or special considerations

a) This line item shall include all labor, materials, and equipment required to sawcut, remove and legally dispose of asphalt surfaces or concrete flatwork. The work includes full depth sawcutting at locations where work is to remain. If saw cut edge is damaged prior to paving and patching additional re-saw cutting will be required at the contractor's expense.

3. Payment Basis

a) Per square yard as marked and measured prior to removal.

E. Bid Item # 5 - Remove Fence

1. Description

a) This line item is for the removal and disposal of existing fencing

2. Specific inclusions, exclusions or special considerations

a) This line item shall include all labor, materials and equipment involved with the removal and legal disposal of existing fencing identified for removal.

3. Payment Basis

a) Per linear foot as measured in the field prior to removal.

F. Bid Item # 6 - 5' Wide Valley Pan

1. Description

a) This line item is for the prep formwork and placement of concrete valley pan.

2. Specific inclusions, exclusions or special considerations

a) Includes all labor, materials, sub-grade prep and compaction, finish and curing for concrete valley pan.

3. Payment Basis

a) Per linear foot as measured along the flow line of the gutter pan.

G. Bid Item # 7 - Trench Drain and Grate

1. Description

a) This line item is for the complete construction and installation of trench drain and grate where shown.

2. Specific inclusions, exclusions or special considerations

a) This line item shall include all labor, materials and equipment involved with the supply and installation, of the trench drain with grate.

3. Payment Basis

a) Linear foot as measured in the field.

Bid Item # 8 - Infiltration Swale

1. Description

a) This line item is for the complete construction of the parking median bio-swale.

2. Specific inclusions, exclusions or special considerations

a) This line item shall include all labor, materials and equipment involved with the supply, excavation and placement, of the aggregates, separation fabric, and final grading for the bio-swale.

3. Payment Basis

a) Linear foot of swale centerline as measured in the field

H. Bid Item # 9 - Standard Curb and Gutter (catch curb)

1. Description

a) Concrete curb and gutter to line and grades as shown in new construction areas.

2. Specific inclusions, exclusions or special considerations

a) Includes all labor, materials, sub-grade prep and compaction, finish and curing for standard curb and gutter. This includes all flush sections and transitions through driveways and around curb returns with ramps.

3. Payment Basis

a) Per linear foot as measured along the flow line of the gutter pan.

I. Bid Item # 10 - Flush Curb (Ribbon Curb)

1. Description

a) Concrete flush curbing to line and grades as shown in new construction areas.

2. Specific inclusions, exclusions or special considerations

a) Includes all labor, materials, reinforcing steel, sub-grade prep and compaction, finish and curing for standard curb and gutter. This includes all flush sections and transitions through driveways and around curb returns with ramps.

3. Payment Basis

a) Per linear foot as measured along the center line of the flush curb.

J. Bid Item # 11 - Standard Curb and Gutter (spill curb)

1. Description

a) Concrete curb and gutter to line and grades as shown in new construction areas.

2. Specific inclusions, exclusions or special considerations

a) Includes all labor, materials, sub-grade prep and compaction, finish and curing for standard curb and gutter. This includes all flush sections and transitions through driveways and around curb returns with ramps.

3. Payment Basis

a) Per linear foot as measured along the flow line of the gutter pan.

K. Bid Item # 12 - Curb and Gutter (Mountable)

1. Description

a) Concrete curb and gutter to line and grades as shown in new construction areas.

2. Specific inclusions, exclusions or special considerations

a) Includes all labor, materials, sub-grade prep and compaction, finish and curing for standard curb and gutter. This includes all flush sections and transitions through driveways and around curb returns with ramps.

3. Payment Basis

a) Per linear foot as measured along the flow line of the gutter pan.

L. Bid Item # 13 - Hot Mix Asphalt (3")

1. *Description*

a) 3" Thickness of Hot Bituminous Pavement to the lines and grades as shown. The 3" thickness is measured after compaction.

2. Specific inclusions, exclusions or special considerations

a) Includes all labor, materials, equipment, subgrade and base prep to furnish and place Hot Mix Asphalt (HMA). The work includes mix design submittal and density testing for contractor quality control.

3. Payment Basis

a) Per Ton of HMA as verified by certified weight tickets provided to the owners representative daily.

M. Bid Item # 14 - Class 6 Aggregate Base Course

1. Description

a) This line item is for the importation of Class 6 Aggregate Base Course where shown on the drawings or as approved in advance by the County/Project Engineer.

2. Specific inclusions, exclusions or special considerations

a) Includes base course placement, where needed or shown. Includes material, placement and compaction per plans and specs.

3. Payment Basis

a) Per tons of material placed as verified by certified weight ticket provided to City's representative daily.

N. Bid Item # 15 - 5" Thick Concrete Sidewalk

Description

a) Construction of concrete sidewalks as shown on drawings.

Specific inclusions, exclusions or special considerations

b) Work includes subgrade prep and compaction, concrete placement, finish and curing. Work includes barricading or fencing to keep pedestrians off fresh concrete. The work includes concrete material and strength testing for contractor quality control.

Payment Basis

c) Per Square Yard as measured in the field

O. Bid Item # 16 - 6" Thick Plaza Concrete Paving

Description

a) Construction of concrete plaza paving as shown on drawings.

Specific inclusions, exclusions or special considerations

b) Work includes subgrade prep and compaction, #4 reinforcing steel, concrete placement, finish and curing. Work includes barricading or fencing to keep pedestrians off fresh concrete. The work includes concrete material and strength testing for contractor quality control.

Payment Basis

c) Per Square Yard as measured in the field

P. Bid Item # 17 - Landscaped Median Lobes

1. Description

a) This line item is for the xeriscaped median lobes.

2. Specific inclusions, exclusions or special considerations

a) Heavy duty weed barrier and clean 4" river cobble.

3. Payment Basis

a) Square yard as measured in the field.

Q. Bid Item # 18 - Fencing

1. Description

a) This line item is for cedar wood fencing and posts.

2. Specific inclusions, exclusions or special considerations

a) Includes 6' dog eared cedar pickets (4" wide) and cedar posts in concrete.

3. Payment Basis

a) Per Linear Foot as measured in the field

R. Bid Item # 19 - Gates

1. Description

a) This line item shall is for cedar wood swing gates.

2. Specific inclusions, exclusions or special considerations

a) Work inclues 4x6 cedar gate posts embedded in concrete, minimum of 3 heavy duty hinges, latch kit and heavy duty cane/drop bolts.

3. Payment Basis

a) Each pair of swing gates

S. Bid Item # 20 - Minor Contract Revisions

1. Description

a) This line item shall be used at Owner's discretion to cover minor contract revisions.

2. Specific inclusions, exclusions or special considerations

a) none.

3. Payment Basis

a) Individual payments per Owner direction

4. Estimated Quantity

a) 15,000 dollars

END OF SECTION

Project Bid Schedule Gunnison County
Fairgrounds Drainage Improvements

Contract Item #	Estimated Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Mobilization and Demobilization	$ 38,000.00	$ 38,000.00
2	761	LF	Remove Valley Pan	$ 25.00	$ 19,025.00
3	46	SY	Remove Sidewalk	$ 200.00	$ 9,200.00
4	5,074	SY	Remove Asphalt Pavement	$ 6.25	$ 31,712.50
5	975	LF	Remove Fence	$ 15.00	$ 14,625.00
6	348	LF	5' Wide Valley Pan	$ 82.00	$ 28,536.00
7	67	LF	Trench Drain	$ 600.00	$ 40,200.00
8	314	LF	Infiltration Swale	$ 83.00	$ 26,062.00
9	597	LF	Catch Curb	$ 55.00	$ 32,835.00
10	374	LF	Flush Curb	$ 55.00	$ 20,570.00
11	304	LF	Spill Curb	$ 55.00	$ 16,720.00
12	224	LF	Mountable Catch Curb	$ 60.00	$ 13,440.00
13	1,000	TONS	3" Hot Mix Asphalt	$ 199.75	$ 199,750.00
14	1,902	TONS	Class 6 Aggregate Base Course	$ 35.50	$ 67,521.00
15	356	SY	5" Thick Concrete Sidewalk	$ 101.00	$ 35,956.00
16	1,016	SY	6" Thick Concrete Plaza	$ 105.00	$ 106,680.00
17	205	SY	Landscaped Median Lobes	$ 75.50	$ 15,477.50
18	415	LF	Fencing	$ 67.00	$ 27,805.00
19	2	EA	Fence Gates	$ 6,500.00	$ 13,000.00
20	1	LS	Minor Contract Revisions	$ 15,000.00	**$ 15,000.00**
Bid TOTAL:					**$ 772,115.00**

105 S. Mesa Avenue, Unit A
Montrose, CO 81401
970-497-4579

To:	Gunnison County	**Contact:**	John Cattles
Address:	200 E. Virginia Gunnison, CO 81230	**Phone:** **Fax:**	(970) 641-8562
Project Name:	Gunnison County Fairground Drainage Improvements	**Bid Number:**	24-13JN
Project Location:	275 S Spruce St, Gunnison, CO	**Bid Date:**	7/25/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization and Demobilization	1.00	LS	$38,000.00	$38,000.00
2	Remove Valley Pan	761.00	LF	$25.00	$19,025.00
3	Remove Sidewalk	46.00	SY	$200.00	$9,200.00
4	Remove Asphalt Pavement	5,074.00	SY	$6.25	$31,712.50
5	Remove Fence	975.00	LF	$15.00	$14,625.00
6	5' Wide Valley Pan	348.00	LF	$82.00	$28,536.00
7	Trench Drain	67.00	LF	$600.00	$40,200.00
8	Infiltration Swale	314.00	LF	$83.00	$26,062.00
9	Catch Curb	597.00	LF	$55.00	$32,835.00
10	Flush Curb	374.00	LF	$55.00	$20,570.00
11	Spill Curb	304.00	LF	$55.00	$16,720.00
12	Mountable Catch Curb	224.00	LF	$60.00	$13,440.00
13	3" Hot Mix Asphalt	1,000.00	TON	$199.75	$199,750.00
14	Class 6 Aggregate Base Course	1,902.00	TON	$35.50	$67,521.00
15	5" Thick Concrete Sidewalk	356.00	SY	$101.00	$35,956.00
16	6" Thick Concrete Plaza	1,016.00	SY	$105.00	$106,680.00
17	Landscaped Median Lobes	205.00	SY	$75.50	$15,477.50
18	Fencing	415.00	LF	$67.00	$27,805.00
19	Fence Gates	2.00	EACH	$6,500.00	$13,000.00
20	Minor Contract Revisions	1.00	LS	$15,000.00	$15,000.00

Total Bid Price: $772,115.00

Notes:

- Scheduling of work will be based upon mutually agreeable schedule.
- The bid price includes 1 mobilization.
- This proposal is to become part of the contract documents.
- If work is delayed more than 5 days, demobilization and remobilization will be required and billed at mutually agreeable rate.
- Quantities are estimated, actual quantities will be based off scale quantities, or additional measurements as needed.
- All concrete work is based off normal working day conditions as defined by CDOT. Any work outside of those conditions could require additional cost and may require sign-off on waiver of warranty.

Payment Terms:

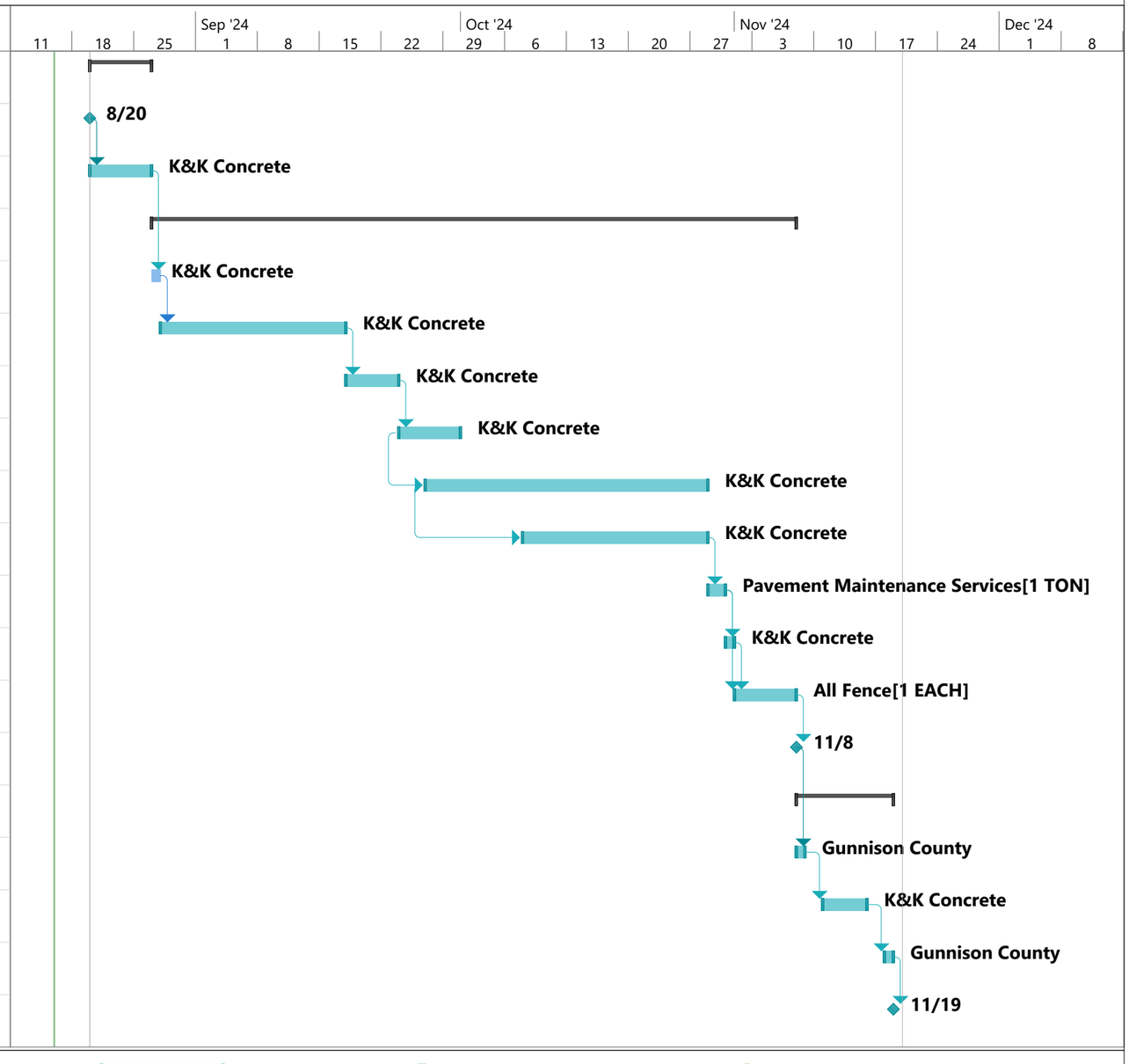
All payments are due upon receipt of invoice

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and hereby accepted.	**K&K Concrete, Inc.**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Jesse Nelson (970) 209-4558 jesse.nelson@kkconcreteco.com

Project: Fairground Drainage Improvements
Owner: Gunnison County

Fri 8/16/24
7:57 AM

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Preconstruction**	**5 days**	**Tue 8/20/24**	**Mon 8/26/24**
2		Contract Execution	0 days	Tue 8/20/24	Tue 8/20/24
3		Buyout	5 days	Tue 8/20/24	Mon 8/26/24
4		**Construction**	**53 days**	**Tue 8/27/24**	**Fri 11/8/24**
5		Mobilization	1 day	Tue 8/27/24	Tue 8/27/24
6		Removals	15 days	Wed 8/28/24	Tue 9/17/24
7		Infiltration Swale	4 days	Wed 9/18/24	Mon 9/23/24
8		Subgrade & Base Prep	5 days	Tue 9/24/24	Mon 9/30/24
9		Curb, Gutter & Sidewalk	22 days	Fri 9/27/24	Mon 10/28/24
10		Plaza Concrete	15 days	Tue 10/8/24	Mon 10/28/24
11		3" Hot Mix Asphalt	2 days	Tue 10/29/24	Wed 10/30/24
12		Landscape Islands	1 day	Thu 10/31/24	Thu 10/31/24
13		Fencing	5 days	Fri 11/1/24	Thu 11/7/24
14		Construction Complete	0 days	Fri 11/8/24	Fri 11/8/24
15		**Closeout**	**7 days**	**Fri 11/8/24**	**Tue 11/19/24**
16		Punch List Walk Through	1 day	Fri 11/8/24	Fri 11/8/24
17		Punch List Response	5 days	Mon 11/11/2	Fri 11/15/24
18		Final Inspection	1 day	Mon 11/18/2	Mon 11/18/24
19		Project Complete	0 days	Tue 11/19/24	Tue 11/19/24



Project: Gunnison County Fairg
Date: Fri 8/16/24

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

Gunnison County

Fairground Drainage Improvements



Vicinity Map

Scope of Work

THIS PROJECT CONSISTS OF PAVEMENT AND DRAINAGE IMPROVEMENTS INCLUDING THE REMOVAL OF AN EXISTING ASPHALT PARKING LOT, CONCRETE VALLEY PAN, AND FENCING. ADDITIONALLY, THE PROJECT CONSISTS OF THE INSTALLATION OF A NEW ASPHALT PARKING LOT, CURB AND GUTTER, A CONCRETE CIVIC PLAZA, SIDE WALK, VALLEY PAN, TRENCH DRAIN, WOODEN AND CHAINLINK FENCE, AN INFILTRATION SWALE, AND SEEDING AND VEGETATION.

SGM

103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

Project Engineer

Gerald E. Burgess, P.E. 38250

Gunnison County

John Cattles

Project Contacts

John Cattles	jcattles@gunnisoncounty.org	(970)275-0768
Jerry Burgess	jburgess@sgm-inc.com	(970)707-8152
David Rothwell	davidr@sgm-inc.com	(970)384-9034

Bid Set

May 2024

Sheet List Table

Sheet Number	Sheet Title
C1	Cover
C2	General Notes
C3	Legend & Abbreviations
C4	Existing Conditions
C5	Removal Plan
C6	Overall Plan
C7	Site Plan
C8	Fenceline Plan
C9	Details (1)
C10	Details (2)

COLORADO 811 KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

UNCC 1-800-922-1987

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
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Gunnison County

Fairground Drainage Improvements

#	Revision	Date	By
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No.	2022-389.001
Drawn by:	DR
Print Date:	05.03.2024
QC: JB | PE:	JB
File:	GFG-Admin

Title: Cover

Dwg No. C1

Of : 10

I:\Gunnison\2022\2022-389-FairgroundDrainage&Improvements\1-Dwgs\Civil\PS-SheetSet\GFG-Admin.dwg Plotted: 5/3/2024 4:49 PM By: David Rothwell

GENERAL REQUIREMENTS:

1. WORK SHALL MEET STANDARDS SET BY GUNNISON COUNTY.
2. THE CONTRACTOR AND SUBCONTRACTORS SHALL HAVE A COPY OF ALL APPLICABLE STANDARDS, CURRENT APPROVED CONSTRUCTION PLANS AND SPECIFICATIONS ON SITE AT ALL TIMES.
3. ALL WORK SHALL BE DONE TO THE HORIZONTAL AND VERTICAL INFORMATION SHOWN ON THE PLANS. NO FIELD CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
4. THE DESIGN IS BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN. THIS INCLUDES BUT IS NOT LIMITED TO SITE CONDITIONS, FEATURES AND STRUCTURES, AND TOPOGRAPHICAL INFORMATION. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FEATURES SHOWN. THE CONTRACTOR SHALL REVIEW AND VERIFY EXISTING PHYSICAL FEATURES AND ELEVATIONS OF THE CONDITIONS TO BE ENCOUNTERED DURING CONSTRUCTION.
5. ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
6. LIMITS OF CONSTRUCTION SHALL BE AS DEFINED BY THER GUNNISON COUNTY PROJECT REPRESENTATIVE.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFELY PERFORMING ALL WORK IN ACCORDANCE WITH APPLICABLE OSHA STANDARDS AND REGULATIONS.
8. THE ENGINEER AND COUNTY SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
9. ALL PUBLIC AND PRIVATE UTILITY OWNERS SHALL BE NOTIFIED AT LEAST 48 HOURS (OR AS REQUIRED BY UTILITY COMPANIES) PRIOR TO COMMENCEMENT OF WORK ADJACENT TO THE UTILITY.
10. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE OWNER AND THEIR ASSIGNED REPRESENTATIVE. THE OWNER AND THEIR ASSIGNED REPRESENTATIVE RESERVE THE RIGHT TO ACCEPT OR REJECT ANY MATERIALS AND WORKMANSHIP THAT DO NOT CONFORM TO THE PLANS OR SPECIFICATIONS.
11. PROJECT ACCEPTANCE TESTING WILL BE PERFORMED BY THE OWNER. CONTRACTOR SHALL PROVIDE 48 HOUR MINIMUM NOTICE FOR REQUIRED TESTS. ROAD BASE AND SUB BASE QUALITY CONTROL TESTING SHALL BE BY PROOF ROLLING WITH A LOADED 2000 GALLON WATER TRUCK. THE CONTRACTOR SHALL PERFORM THE PROOF ROLLING AND THE COUNTY OR THEIR ENGINEERING REPRESENTATIVE SHALL BE ON SITE TO OBSERVE.
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE A SUFFICIENT NUMBER OF PRE-CONSTRUCTION PHOTOGRAPHS/VIDEOS TO RESOLVE ANY DISPUTES, WHICH MAY ARISE REGARDING THE CONDITIONS PRIOR TO AND SUBSEQUENT TO CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE COPIES OF THE PRE-CONSTRUCTION PHOTOGRAPHS/VIDEOS TO THE ENGINEER PRIOR TO THE START OF WORK. THE CONTRACTOR SHALL IDENTIFY ANY APPARENT POTENTIAL PROBLEMS AT THAT TIME.
13. PROGRESS AND RECORD PHOTOGRAPHS/VIDEOS SHALL BE PROVIDED BY THE CONTRACTOR TO RESOLVE DISPUTES AND TO DOCUMENT THE WORK PERFORMED AS A SUPPLEMENT TO THE RECORD DRAWINGS. IN GENERAL, ANY PHOTOGRAPHS/VIDEOS SHOULD BE SUFFICIENT TO SHOW THAT ALL WORK WAS PROPERLY COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
14. SUBMITTALS SHALL BE PROVIDED FOR ALL MATERIALS TO BE INCORPORATED INTO THE PROJECT. SHOP DRAWINGS SHALL BE PROVIDED FOR ALL ITEMS HAVING DIMENSIONAL REQUIREMENTS. MATERIALS SUBMITTALS AND SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW. THE ENGINEER'S REVIEW SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR ACCURACY, PROPER FIT OR PROPER FUNCTIONING AND PERFORMANCE OF THE WORK.
15. THE CONTRACTOR SHALL REVIEW AND APPROVE ALL SHOP AND LAYOUT DRAWINGS, PRODUCT DATA, SAMPLES, MATERIALS, MANUALS AND PLANS PRIOR TO SUBMITTING TO THE ENGINEER. APPROVAL BY THE CONTRACTOR INDICATES THAT THEY HAVE VERIFIED ALL MATERIALS AND FIELD MEASUREMENTS WITH THOSE SHOWN ON THE DRAWINGS. APPROVAL ALSO INDICATES THAT THE CONTRACTOR HAS COORDINATED INFORMATION CONTAINED IN THE SUBMITTAL WITH WORK REQUIREMENTS OF ALL TRADES AND WITH THE CONTRACT DOCUMENTS.
16. AT NO TIME SHALL MATERIALS BE SUBSTITUTED FOR THOSE SHOWN ON THE DRAWINGS OR CALLED FOR IN THE SPECIFICATIONS, UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE ENGINEER PRIOR TO RELATED CONSTRUCTION AT THE SITE. ANY DEVIATION FROM THE DRAWINGS AND SPECIFICATIONS SHALL BE ACCOMPANIED BY WRITTEN APPROVAL OF THE ENGINEER.
17. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY TEMPORARY FACILITIES FOR THEIR OWN CONVENIENCE OR TO MEET LOCAL, STATE OR FEDERAL REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, POTABLE WATER, SANITARY WASTE FACILITIES, POWER, TELEPHONE, INTERNET, ETC. SANITARY FACILITIES SHALL BE LOCATED ON SITE AND SHALL BE FULLY OPERATIONAL BEFORE CONSTRUCTION CAN BEGIN. SANITARY FACILITIES SHALL BE FIRMLY SECURED AGAINST OVERTURNING AND SHALL BE PLACED AWAY FROM FLOW LINES OF STREETS, SWALES, RAIN GARDENS AND AWAY FROM INLETS. THE COST OF THESE FACILITIES WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
18. THE CONTRACTOR WILL BE RESPONSIBLE FOR DAILY CLEANING OF THE JOB SITE DURING AND AFTER CONSTRUCTION. A CONTINUING EFFORT SHALL BE MADE THROUGH THE DURATION OF THE CONTRACT TO KEEP ALL AREAS CLEAN AND FREE OF ALL RUBBISH, REMOVED VEGETATION, CONSTRUCTION WASTE, EMPLOYEE WASTE, AND OTHER OBJECTIONABLE MATERIALS GENERATED FROM THE PROJECT. WEEDS SHALL BE REMOVED IN DISTURBED AREAS PRIOR TO THEIR PRODUCING SEED AND PRIOR TO FINISHED GRADING AND LANDSCAPING INSTALLATION.
19. FINAL CLEAN-UP MUST BE APPROVED AND ACCEPTED BY THE OWNER BEFORE THE CONTRACT MAY BE CONSIDERED COMPLETE.

SURVEY NOTES:

1. SOURCE OF MAPPING: EXISTING FIELD CONDITIONS WERE GENERATED BY A SURVEY PERFORMED BY SGM, GUNNISON, CO.
2. THE DESIGN ELECTRONIC CAD FILE MAY BE PROVIDED TO THE CONTRACTOR FOR CONSTRUCTION STAKING. CONTRACTOR SHALL ACCEPT THE LIMITATIONS PROVIDED BY THE ENGINEER PRIOR TO USE OF THE ELECTRONIC CAD DATA. CONSTRUCTION SHOULD NOT COMMENCE UNTIL STAKING HAS BEEN APPROVED BY THE OWNER OR ENGINEER AND ANY DISCREPANCIES, INCONSISTENCIES, OR ERRORS ARE BROUGHT TO THE ATTENTION OF THE ENGINEER.
3. PROPERTY LINES, MONUMENTS, BENCHMARKS, SURVEY CONTROL, AND ADDITIONAL HISTORIC SURVEY INFORMATION CANNOT BE REMOVED FOR CONSTRUCTION. DISTURBED SURVEY ITEMS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE RESTORED BY A STATE OF COLORADO LICENSED LAND SURVEYOR.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING OF BOTH HORIZONTAL AND VERTICAL LAYOUT ON THIS PROJECT. THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER FOR INTERPRETATION AND INFORMATION IN STAKING OF THE PROJECT FOR CONSTRUCTION.
5. LOCATIONS OF CLEANOUTS, LIGHTS, SIGNAGE, JUNCTION BOXES, AND OTHER SIGNIFICANT SITE FEATURES TO BE STAKED FOR ENGINEER AND OWNER APPROVAL PRIOR TO WORK. CLEANOUTS, JUNCTION BOXES, AND ADJACENT GRADES TO BE RAISED ONE-HALF INCH AT ASPHALT/CONCRETE (OR 1" AT LANDSCAPING) TO PROVIDE POSITIVE DRAINAGE AWAY FROM FEATURES.

ACCESS AND PROTECTION REQUIREMENTS

1. PROPERTY OWNER ACCESS SHALL BE MAINTAINED AT ALL TIMES BY THE CONTRACTOR.
2. ALL CONSTRUCTION TRAFFIC CONTROL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
3. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN PEDESTRIAN AND ADA COMPLIANT ACCESS DURING CONSTRUCTION.
4. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT-OF-WAY OUTSIDE OF APPROVED WORKING HOURS. THE CONTRACTOR SHALL REMOVE ALL EQUIPMENT AND OTHER OBSTRUCTIONS FROM THE PUBLIC RIGHT-OF-WAY.AT THE END OF EACH DAY'S WORK AND AT OTHER TIMES WHEN CONSTRUCTION OPERATIONS ARE SUSPENDED FOR ANY REASON.
5. THE CONTRACTOR SHALL PROTECT FROM DAMAGE ALL TREES, BUSHES, AND EXISTING IMPROVEMENTS INSIDE AND OUTSIDE THE LIMITS OF WORK NOT CALLED OUT FOR REMOVAL OR REPLACEMENT.
6. TREES AND VEGETATION SHALL BE PROTECTED WITH INSTALLATION OF CONSTRUCTION FENCING AT DRIP LINE OF TREES AND PLANTS NEAR THE WORK ZONE. HAND EXCAVATION REQUIRED AT ROOT ZONES WHERE PROPOSED PAVING OR UTILITY WORK IS WITHIN DRIPLINE OF TREES. TREES AND VEGETATION THAT ARE NOTED FOR PROTECTION AND DAMAGED SHALL BE REPLACED AT THE CONTRACTOR'S COST.
7. THE CONTRACTOR SHALL REPAIR OR REPLACE ALL AFFECTED OR DAMAGED LANDSCAPING, INCLUDING IRRIGATION, WITH SIMILAR MATERIALS AND PLANTS. SOD SHALL BE USED TO REPLACE LAWN.
8. THE CONTRACTOR SHALL PROTECT THE EXISTING DRAINAGE STRUCTURES AND REROUTE ANY RUNOFF AS NECESSARY DURING CONSTRUCTION ACTIVITIES TO PREVENT EROSION AND DAMAGE.
9. ALL EXISTING UTILITIES, EITHER UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGE TO, OR INTERRUPTION OF SERVICES CAUSED BY THE CONSTRUCTION.

TEMPORARY EROSION CONTROLS MEASURES

1. THE CONTRACTOR SHALL IMPLEMENT EROSION CONTROL MEASURES (A.K.A. BEST MANAGEMENT PRACTICES OR BMPs), TO CONTROL EROSION AND SEDIMENTATION DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL TEMPORARY EROSION CONTROL MEASURES.
2. THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO ANY SITE GRADING OR EXCAVATION ACTIVITIES. CONTRACTOR SHALL ALSO IMPLEMENT APPROPRIATE CONTROL MEASURES FOR PROTECTION OF WETLANDS, SENSITIVE HABITAT, AND EXISTING VEGETATION FROM GROUND DISTURBANCE AND OTHER POLLUTANT SOURCES BEFORE CONSTRUCTION BEGINS.
3. THE CONTRACTOR SHALL INSPECT THE CONSTRUCTION SITE, INCLUDING ALL BMP'S, STORAGE CONTAINERS, AND CONSTRUCTION EQUIPMENT, AT LEAST EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER A PRECIPITATION EVENT OR SNOW MELT THAT MAY CAUSE SURFACE EROSION.
4. THE CONTRACTOR SHALL KEEP A RECORD OF ALL INSPECTIONS ONSITE AND AVAILABLE FOR REVIEW. INSPECTION REPORTS MUST IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE CONSTRUCTION STORMWATER PERMIT.
5. CONTROL MEASURES SHALL BE MAINTAINED, INCLUDING REMOVAL OF COLLECTED SEDIMENT WHEN SILT DEPTH IS 50 PERCENT OR MORE OF THE EFFECTIVE HEIGHT OF THE EROSION CONTROL DEVICE. DAMAGES RESULTING FROM FAILURE TO MAINTAIN CONTROL MEASURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
6. THE STORMWATER MANAGEMENT PLAN SHALL BE UPDATED TO REFLECT NEW OR REVISED CONTROL MEASURES DUE TO CHANGES IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE CONSTRUCTION SITE. UPDATES MUST BE MADE WITHIN 72 HOURS FOLLOWING THE CHANGE IN CONTROL MEASURES.
7. VEHICLE TRACKING PADS SHALL BE USED AT ALL VEHICLE AND EQUIPMENT EXIT POINTS FROM THE SITE TO PREVENT SEDIMENT EXITING THE LIMITS OF CONSTRUCTION OF THE PROJECT SITE. WHENEVER SEDIMENT COLLECTS ON THE PAVED SURFACE, THE SURFACE SHALL BE CLEANED. STORM DRAIN INLET PROTECTION SHALL BE IN PLACE BEFORE SHOVELING, SWEEPING OR VACUUMING. SWEEPING SHALL BE COMPLETED WITH A PICKUP BROOM OR EQUIPMENT CAPABLE OF COLLECTING SEDIMENT. STREET WASHING WILL NOT BE ALLOWED.
8. ERODIBLE STOCKPILES (INCLUDING TOPSOIL) SHALL BE CONTAINED WITH ACCEPTABLE CONTROL MEASURES AT THE TOE OF THE STOCKPILE THROUGHOUT CONSTRUCTION. STOCKPILES THAT ARE INACTIVE FOR MORE THAN 14 DAYS SHALL BE STABILIZED WITH HAY OR STRAW MULCH WITH TACKIFIER, BONDED FIBER MATRIX, HYDRAULIC MULCH WITH TACKIFIER OR SPRAY-ON MULCH BLANKET.
9. PERMANENT STABILIZATION REQUIREMENTS SHALL BE COMPLETED WITHIN 4 DAYS OF PLACEMENT OF THE TOPSOIL. PERMANENT STABILIZATION IS THE COVERING OF DISTURBED AREAS WITH TOPSOIL, SEEDING, MULCHING WITH TACKIFIER AND SOIL RETENTION COVERINGS.
10. BULK STORAGE STRUCTURES FOR PETROLEUM PRODUCTS AND ANY OTHER CHEMICALS SHALL HAVE SECONDARY CONTAINMENT OR EQUIVALENT PROTECTION TO CONTAIN POTENTIAL SPILLS.
11. A CONSTRUCTED CONCRETE WASHOUT OR PREFABRICATED CONCRETE WASHOUT STRUCTURE THAT WILL CONTAIN WASHOUT FROM CONCRETE PLACEMENT, CONSTRUCTION EQUIPMENT CLEANING OPERATIONS AND RESIDUE FROM CUTTING, CORING, GRINDING, AND HYDRODEMOLITION MUST BE PROVIDED AND MAINTAINED.
12. ALL DRAINAGE STRUCTURES ARE TO BE PROTECTED BY EROSION AND SEDIMENT CONTROL MEASURES.
13. DUST MITIGATION SHALL BE PROVIDED BY THE CONTRACTOR AS NECESSARY. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE AND WHEN REQUIRED. SWEEPING AND CLEANING STREETS AND SIDEWALKS DURING THE CONSTRUCTION WILL BE DIRECTED BY THE AFFECTED JURISDICTIONS AND PERFORMED AS NECESSARY BY THE CONTRACTOR.

ASPHALT PAVING

1. A TACK COAT OF EMULSIFIED ASPHALT (SLOW-SETTING) SHALL BE APPLIED AT THE FOLLOWING LOCATIONS:
   - 1.1. BEFORE PLACING NEW PAVEMENT OVER EXISTING PAVEMENT
   - 1.2. ALONG THE FACE OF ALL EXISTING PAVEMENT, AND ALL SURFACES AGAINST WHICH ASPHALT IS TO BE PLACED BETWEEN PAVEMENT COURSES
   - 1.3. PREPARED BASE COURSES SHALL BE TACK COATED AT CONTRACTOR'S EXPENSE IF THE SURFACE HAS DETERIORATED DUE TO TRAFFIC, WEATHER OR TIME LAPSE BETWEEN SURFACE PREPARATION AND PLACEMENT OF BITUMINOUS MATERIALS, AS DIRECTED BY THE ENGINEER.
2. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF 1 PART EMULSIFIED ASPHALT (SLOW-SETTING) AND 1 PART WATER. APPLICATION RATE SHALL BE 0.1 GALS/SQ.YD.
3. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE SURFACES TO BE TACK COATED. SURFACES SHALL BE APPROVED BY ENGINEER PRIOR TO TACK COATING. CLEANING WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
4. THE FOLLOWING SHALL BE USED WITH EACH BITUMINOUS PAVER:
   - 4.1. A SKI-TYPE DEVICE AT LEAST 30 FEET IN LENGTH.
   - 4.2. SHORT SKI OR SHOE.
5. ANY LAYER OF BITUMINOUS PAVEMENT THAT IS TO HAVE A SUCCEEDING LAYER PLACED THEREON SHALL BE COMPLETED TO THE FULL AVAILABLE WIDTH WITHIN EACH PHASE OF CONSTRUCTION BEFORE THE SUCCEEDING LAYER IS PLACED.
6. WHERE NEW PAVEMENT IS TO ABUT EXISTING PAVEMENT, THE EXISTING PAVEMENT SHALL BE REMOVED TO A NEAT VERTICAL LINE USING A PAVEMENT-CUTTING SAW. VERTICAL EDGES SHALL NOT REMAIN OVERNIGHT. THE WORK WILL NOT BE MEASURED AND PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.

CONCRETE CONSTRUCTION

1. CONCRETE FOR SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS SHALL BE CDOT CLASS D.
2. OWNER TO APPROVE ALL CONCRETE FINISHING, JOINT PATTERNS AND COLORING REQUIREMENTS PRIOR TO CONSTRUCTION. SUBMIT JOINT LAYOUT PLAN TO OWNER FOR APPROVAL PRIOR TO CONSTRUCTION.
3. EXPANSION JOINTS SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURE. EXPANSION JOINT MATERIAL SHALL BE 1/2 IN. THICK AND SHALL EXTEND THE FULL DEPTH OF CONTACT SURFACE.
4. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO PLACEMENT OF FLATWORK OF SITE CONDITIONS OR DISCREPANCIES WHICH PREVENT REQUIRED GRADES FROM BEING ACHIEVED.
5. ALL RAMPS, STAIRS, EDGE PROTECTION, AND RAILINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CURRENT ADA STANDARDS. ACCESSIBLE CURB RAMPS SHALL CONFORM TO THE CDOT M-STANDARDS (SEE DETAIL M-608-1, ETC). ACCESSIBLE FEATURES WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED TO CONFORM TO THE REQUIREMENTS OF THE LOCAL AUTHORITY HAVING JURISDICTION.
6. THE EXISTING AND PROPOSED ELEVATIONS OF FLATWORK, SIDEWALKS, CURBS, THRESHOLDS, PAVING, ETC. AS SHOWN IN THE PLANS MAY BE BASED ON EXTRAPOLATION OF FIELD SURVEY DATA, EXISTING CONDITIONS, AND DATA PROVIDED BY OTHERS. AT CRITICAL AREAS AND SITE FEATURES, CONTRACTOR SHALL HAVE FORMWORK INSPECTED AND APPROVED BY OWNER, OWNER'S REPRESENTATIVE, OR ENGINEER PRIOR TO PLACING CONCRETE. MINOR ADJUSTMENTS, AS APPROVED, TO PROPOSED GRADES, INVERTS, ETC. MAY BE REQUIRED TO PREVENT PONDING OR SLOPES NOT IN CONFORMANCE WITH THE JURISDICTIONAL STANDARDS. ALL FLATWORK MUST PREVENT PONDING AND PROVIDE POSITIVE DRAINAGE AWAY FROM EXISTING AND PROPOSED BUILDINGS, WALLS, ROOF DRAIN OUTFALLS, ACROSS DRIVES AND WALKS TOWARDS THE PROPOSED INTENDED DRAINAGE FEATURES AND CONVEYANCES.

EXISTING UTILITY NOTES (NON-SUE)

EXISTING UTILITY NOTES – NON "SUE-REQUIRED PROJECT"

1. THIS IS NOT A "SUBSURFACE UTILITY ENGINEERING-REQUIRED PROJECT," AS SET FORTH IN THE 8/8/2018 COLORADO STATE LAW. SEE CHECKLIST BELOW FOR ENGINEER'S BASIS FOR THIS DETERMINATION. (NOTE: A PROJECT MUST MEET ALL 4 CONDITIONS)

COLORADO REVISED STATUTES (CRS) 2018 TITLE 9-1.5-102 SUBSURFACE UTILITY ENGINEERING (SUE) REQUIRED PROJECT COMPLIANCE CHECKLIST

1	9-1.5-102-6.8.A	PROJECT INVOLVES CONSTRUCTION CONTRACT WITH A PUBLIC ENTITY		YES		NO
2	9-1.5-102-6.8.B	PROJECT INVOLVES PRIMARILY HORIZONTAL CONSTRUCTION AND DOES NOT INVOLVE PRIMARILY THE CONSTRUCTION OF BUILDINGS		YES		NO
3A	9-1.5-102-6.8.C.I.A	EXCAVATION FOOTPRINT EXCEEDS 2-FEET DEPTH AND IS A CONTIGUOUS 1,000-SQUARE FEET; OR		YES		NO
3B	9-1.5-102-6.8.C.I.B	INVOLVES UTILITY BORING		YES		NO
4	9-1.5-102-6.8.D	PROJECT REQUIRES THE DESIGN SERVICES OF A LICENSED PROFESSIONAL ENGINEER (P.E.)		YES		NO
SUMMARY	9-1.5-103-2.4	REQUIRED TO MEET OR EXCEED THE ASCE 38 STANDARD AND CO SUE LAW?		YES		NO

2. EXISTING UTILITIES ARE DEPICTED ACCORDING TO THE BEST AVAILABLE INFORMATION THAT WAS PROVIDED BY THE UTILITY OWNERS AND SURFACE FEATURES AT THE TIME OF THE SURVEY. RELIANCE UPON THIS UTILITY DATA FOR RISK MANAGEMENT PURPOSES DOES NOT RELIEVE THE PROJECT OWNER, CONTRACTOR, OR UTILITY COMPANY FROM FOLLOWING ALL APPLICABLE UTILITY DAMAGE PREVENTION STATUTES, POLICIES, AND/OR PROCEDURES DURING EXCAVATION. PRIOR TO EXCAVATION, THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AT 811 OR 800-922-1987, TO VERIFY EXISTING UTILITIES AND HAVE LOCATIONS OF UNCC REGISTERED LINES MARKED BY MEMBER COMPANIES.
3. OTHER UTILITIES MAY BE PRESENT WHICH WERE NOT IDENTIFIED IN THIS PLAN SET OR PRIOR TO CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE DUE-DILIGENCE AND ENACT GOOD PRACTICES WHEN EXCAVATING NEAR POTENTIAL CONFLICT AREAS AND REDUCE POTENTIAL DAMAGE TO UTILITIES AS MUCH AS POSSIBLE.
4. SHOULD THE CONTRACTOR ENCOUNTER UNKNOWN AND/OR ABANDONED UTILITIES THE CONTRACTOR SHALL VERIFY WITH THE RESPECTIVE UTILITY OWNER THAT THE UTILITY IS INACTIVE/ABANDONED BEFORE REMOVAL FROM THE WORK AREA
5. THE CONTRACTOR SHALL COMPLY WITH COLORADO REVISED STATUTES (CRS) 2018, TITLE 9, ARTICLE 1.5-103 (10), "ALL NEW UNDERGROUND FACILITIES, INCLUDING LATERALS UP TO THE STRUCTURE OR BUILDING BEING SERVED, INSTALLED ON OR AFTER 8/8/2018, MUST BE ELECTRONICALLY LOCATABLE WHEN INSTALLED."

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Gunnison, CO 81230
970.641.5355
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Gunnison County

Fairground Drainage Improvements

#	Revision	Date	By
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No. 2022-389.001
Drawn by: DR
Print Date: 05.03.2024
QC: JB | PE: JB
File: GFG-Admin

Title: General Notes

Dwg No. C2

Of : 10

I:\Gunnison\2022\2022-389-FairgroundDrainage&Improvements\1-Dwgs\Civil\PS-SheetSet\GFG-Admin.dwg Plotted: 5/3/2024 4:49 PM By: David Rothwell

LEGEND

LINETYPES

EXISTING	PROPOSED	DESCRIPTION
G	G	LOW PRESSURE GAS LINE
E OH	E OH	OVERHEAD ELECTRICAL LINE
		DRAINAGE SWALE FLOWLINE
		FENCE
		FENCE REMOVED
		EDGE OF ASPHALT
		EDGE OF CONCRETE
		CONTOURS
		RIGHT-OF-WAY
LDA	LDA	LIMITS OF DISTURBED AREA
		EASEMENT

SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		DECIDUOUS TREE
		CONIFEROUS TREE
		MONUMENT MARKER
C E FO T TR U	C E FO T TR U	PEDESTALS (CATV, ELEC, FIBER) (TELE, TRAFFIC, UNKNOWN)
D E FO IR S T U W		MANHOLES (DRAINAGE, ELEC, FIBER, IRRIGATION, SANITARY, TELEPHONE, UNKNOWN, WATER)
ET	ET	ELECTRIC TRANSFORMER
ICV	ICV	IRRIGATION CONTROL VALVE
		WATER VALVE
		WATER SHUTOFF VALVE
		FIRE HYDRANT
GM EM WM	GM EM WM	METERS (GAS, ELECTRIC, WATER)
CO	CO	CLEAN-OUT
ICB	ICB	WATER SPIGOT
		IRRIGATION CONTROL BOX
		FLAG POLE
		UTILITY POLE
		GUY WIRE
		STREET LIGHT POLE
		SIGN

ABBREVIATIONS

@	AT
°	DEGREE
ø	DIAMETER
#	NUMBER
AAC	ALUMINUM ARCH CULVERT
AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
ABC	AGGREGATE BASE COURSE
ABUT	ABUTMENT
ACM	ASBESTOS CONTAINING MATERIAL
ACP	ASBESTOS CEMENT PIPE
ADA	AMERICANS W/ DISABILITIES ACT
ADT	AVERAGE DAILY TRIPS
ALT	ALTERNATE
AP	ANGLE POINT
APWA	AMERICAN PUBLIC WORKS ASSOCIATION
AS	ASPHALT
ASD	ALLOWABLE STRESS DESIGN
ASPH	ASPHALT
ATB	ASPHALT TREATED BASE
BBL	BARRELS
BCKF	BACK FACING
BLKF	BLOCK FACING
BLM	BUREAU OF LAND MANAGEMENT
BM	BENCHMARK
BMP	BEST MANAGEMENT PRACTICES
BOW	BACK OF SIDEWALK
BP	BEGIN PROJECT, BEGINNING POINT
BT	BEGIN TRANSITION
BVCE	BEGINNING VERTICAL CURVE ELEVATION
BVCS	BEGINNING VERTICAL CURVE STATION
BW	BOTTOM OF WALL
C	CURB
CBC	CONCRETE BOX CULVERT
CC	CURB CUT
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
CDPHE	COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
CF	CUBIC FEET
CFS	CUBIC FEET PER SECOND
CG	CURB AND GUTTER
CIP	CAST IN PLACE
CL	CENTERLINE
CLOMR	CONDITIONAL LETTER OF MAP REVISION
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CONCRETE
COM	COMMUNICATIONS
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
COR	CORNER
CPE	CORRUGATED POLYETHYLENE PIPE
CSP	CORRUGATED STEEL PIPE
CTB	CEMENT TREATED BASE
CU	CUBIC
CY	CUBIC YARD
D	DEEP
DB	DECIBELS
DEG	DEGREES
DHV	DESIGN HOUR VOLUME
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DOW	DIVISION OF WILDLIFE
DR	DRAIN
DTM	DIGITAL TERRAIN MODEL
DW	DRIVEWAY
DWG	DRAWING
E	EASTING
EA	EACH
EB	EAST BOUND
EG	EXISTING GRADE
EL	ELEVATION
ELEV	ELEVATION
EOA	EDGE OF ASPHALT
EOD	EDGE OF DRIVEWAY
EOC	EDGE OF CONCRETE
EOG	EDGE OF GRAVEL
EOM	EDGE OF MILLINGS
EOP	EDGE OF PAVEMENT
EP	END PROJECT, END POINT
EPA	ENVIRONMENTAL PROTECTION AGENCY
ES	ELECTRIC SERVICE
ESMT	EASEMENT
EST	ESTIMATE
EVCE	END VERTICAL CURVE ELEVATION
EVCS	END VERTICAL CURVE STATION
EX	EXISTING
EXIST	EXISTING
EXT	EXTERIOR
FAA	FEDERAL AVIATION ADMINISTRATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FES	FLARED END SECTION
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
FHWA	FEDERAL HIGHWAY ADMINISTRATION
FL	FLOWLINE
FOW	FACE OF WALL
FPS	FEET PER SECOND
FRTF	FRONT FACE
FT	FEET
G	GAS
GAL	GALLONS
GALV	GALVANIZED
GB	GRADE BREAK
GIS	GEOGRAPHICAL INFORMATION SYSTEM
GPM	GALLONS PER MINUTE
GPS	GLOBAL POSITIONING SYSTEM
GR	GRAVEL
GRAV	GRAVEL
GS	GAS SERVICE
GSP	GALVANIZED STEEL PIPE
GV	GATE VALVE
HAZMAT	HAZARDOUS MATERIALS
HC	HANDICAP RAMP
HCL	HORIZONTAL CONTROL LINE
HDPE	HIGH DENSITY POLYETHYLENE
HMA	HOT MIXED ASPHALT
HORIZ	HORIZONTAL
HOV	HIGH OCCUPANCY VEHICLE
HP	HIGH POINT
HPG	HIGH PRESSURE GAS
HWY	HIGHWAY
HYD	HYDRANT
ID	INSIDE DIAMETER
INT	INTERSECTION
INV	INVERT
IP	INLET PROTECTION
JB	JUNCTION BOX
KIP	THOUSAND POUNDS
KW	KILOWATT
L	LEFT
LGTH	LENGTH
LB	POUNDS
LB/FT	POUNDS PER FOOT
LEED	LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN
LF	LINEAR FOOT
LOMR	LETTER OF MAP REVISION
LPFM	LOW PRESSURE FORCE MAIN
LP	LOW POINT
LS	LUMP SUM
LSA	LANDSCAPED AREA
LT	LIGHT POLE
LTB	LIME TREATED BASE
LUM	LUMINARY
M	METERS
MAT'L	MATERIAL
MAX	MAXIMUM
MH	MANHOLE
MHT	METHOD OF HANDLING TRAFFIC
MIN	MINIMUM
MISC	MISCELLANEOUS
ML	MEGALUG
MLW	MASONRY LANDSCAPE WALL
MP	MILE POST
MPH	MILES PER HOUR
MSE	MECHANICALLY STABILIZE EARTH
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
MW	MONITORING WELL
N	NORTHING
N/A	NOT APPLICABLE
NAT	NATIVE GRASS AREA
NAVD	NORTH AMERICAN VERTICAL DATUM
NB	NORTH BOUND
NE	NORTHEAST
NEPA	NATIONAL ENVIRONMENTAL POLICY ACT
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NGVD	NATIONAL GEODETIC VERTICAL DATUM 1929
NHS	NATIONAL HIGHWAY SYSTEM
NIP	NAIL IN PLACE
NO	NUMBER
NPDES	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
NTP	NOTICE TO PROCEED
NTS	NOT TO SCALE
NW	NORTHWEST
O/S	OFFSET
OC	ON CENTER
OD	OUTSIDE DIAMETER
OH	OVERHEAD
OP	OUTLET PROTECTION
OT	OVERHEAD TELEPHONE
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PED	PEDESTRIAN
PERM	PERMANENT
PG	PAGE
PGL	PROFILE GRADE LINE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PM	PROJECT MANAGER
PNT	POINT
POC	POINT ON CURVE
POT	POINT ON TANGENT
PRC	POINT OF REVERSE CURVE
PROP	PROPOSED
PRV	PRESSURE REDUCING VALVE
PSF	POUNDS PER SQUARE FEET
PSI	POUNDS PER SQUARE INCH
PT	POINT OF TANGENCY
PUD	PLANNED UNIT DEVELOPMENT
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
PVT	POINT OF VERTICAL TANGENCY
Q	PEAK DISCHARGE
QA/QC	QUALITY ASSURANCE/QUALITY CONTROL
QTY	QUANTITY
R	RIGHT
R-R	REMOVE AND REPLACE
RAD	RADIUS
RCP	REINFORCED CONCRETE PIPE
REF	REFERENCE
REQ	REQUIRED
REVEG	REVEGETATE
RFTA	ROARING FORK TRANSIT AUTHORITY
ROW	RIGHT OF WAY
RP	RADIUS POINT
RSS	REINFORCED SOIL SLOPE
RW	RETAINING WALL
SAC	STEEL ARCH CULVERT
SAN	SANITARY
SB	SOUTH BOUND
SCF	SEDIMENT CONTROL FENCE
SD	STORM DRAIN
SDR	STANDARD DIMENSION RATIO
SE	SOUTHEAST
SECT	SECTION
SF	SQUARE FEET
SHLDR	SHOULDER
SL	SANITARY SEWER LINE
SMH	SANITARY SEWER MANHOLE
SOD	GRASS AREA
SS	SANITARY SEWER SERVICE
SSD	STOPPING SIGHT DISTANCE
STA	STATION
STBK	SETBACK
SW	SIDEWALK
SY	SQUARE YARDS
SYM	SYMMETRICAL
T	TREAD STAIRS
TAN	TANGENT
TBC	TOP BACK OF CURB
TBLK	THRUST BLOCK
TC	TOP OF CURB
TCE	TEMPORARY CONSTRUCTION EASEMENT
TCP	TRAFFIC CONTROL PLAN
TELE	TELEPHONE
TEMP	TEMPORARY
TP	TOP OF PIPE
TRANS	TRANSITION
TRFLG	TRAFFIC FLANGE OF FIRE HYDRANT
TW	TOP OF WALL
TYP	TYPICAL
UCTV	UNDERGROUND CABLE TELEVISION LINE
UE	UNDERGROUND ELECTRIC LINE
UG	UNDERGROUND GAS LINE
USACE	US ARMY CORPS OF ENGINEERS
USGS	US GEOLOGICAL SURVEY
UT	UNDERGROUND TELEPHONE LINE
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VP	VALLEY PAN
VTC	VEHICLE TRACKING CONTROL
W	WIDE
W/	WITH
WB	WEST BOUND
WL	WATER LINE
WS	WATER SERVICE
WQCD	WATER QUALITY CONTROL DIVISION
WS	WATER SERVICE
WWM	WELDED WIRE MESH
X-S	CROSS SLOPE
YD	YARD

HATCHING

EXISTING	PROPOSED	DESCRIPTION
		ASPHALT MILLING
		ASPHALT
		CONCRETE SURFACING (PLAN VIEW)
		GRAVEL SURFACING
		INFILTRATION SWALE
		RE-ESTABLISH NATIVE VEGETATION
		UNDISTURBED SOIL
		RECOMPACTED SOIL

SGM
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Gunnison County

Fairground Drainage Improvements

#	Revision	Date	By:
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No.	2022-389.001
Drawn by:	DR
Print Date:	05.03.2024
QC: JB | PE:	JB
File:	GFG-Admin

Title:

Legend & Abbreviations

Dwg No.

C3

Of: 10

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Parcel 3
Fred Field Western Heritage Center

SURVEY MONUMENT
N 2590819.695
E 1261443.529

Ticket Booth

6" Steel Beam on Concrete Pad (Typical)

Playground

6" Diameter Steel Beam on Concrete Pad (Typical)

Concrete Pad

Covered Steel Events Area

Asphalt Parking Lot

Steel Multi-Purpose Building

Metal Bench (Typ.)

6" Drain Inlet Rim El.=7683.4'

6" Drain Inlet Rim El.=7683.4'

Bleachers

Covered Grandstands

Concrete Stair Pad (Typical)

Irrigation Box

Gas Tank

Single Story Wood Framed Structure

Single Story Concrete Block Structure

Single Story Concrete Block Bathroom

SITE BENCHMARK – 5/8" REBAR
AND 1.25" RED PLASTIC CAP
STAMPED PLS 38697 EL 7683.0'

Graphic Scale
0 15 30 60
In Feet: 1" = 30'

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Gunnison County
Fairground Drainage Improvements

#	Revision	Date	By
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No. 2022-389.001
Drawn by: DR
Print Date: 05.03.2024
QC: JB | PE: JB
File: GFG-ExCondDemoPlan

Title:

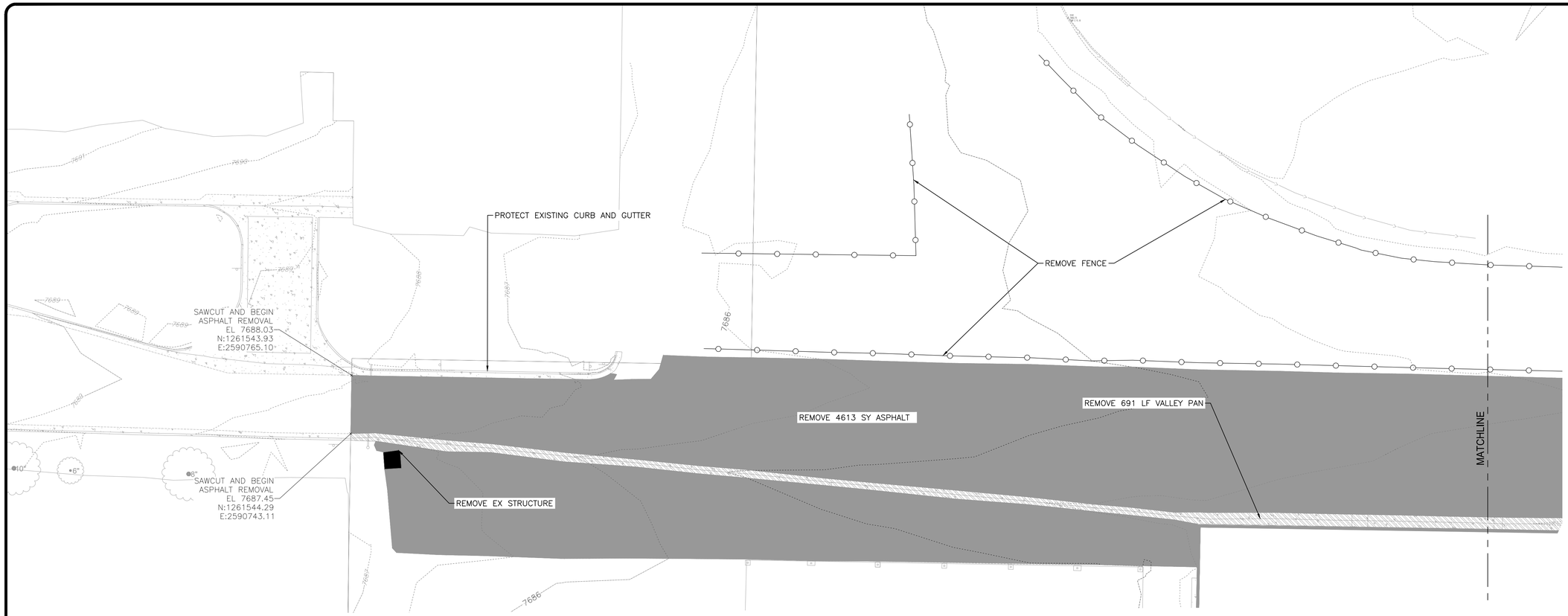
Existing Conditions

Dwg No.

C4

Of : 10

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GENERAL NOTES:

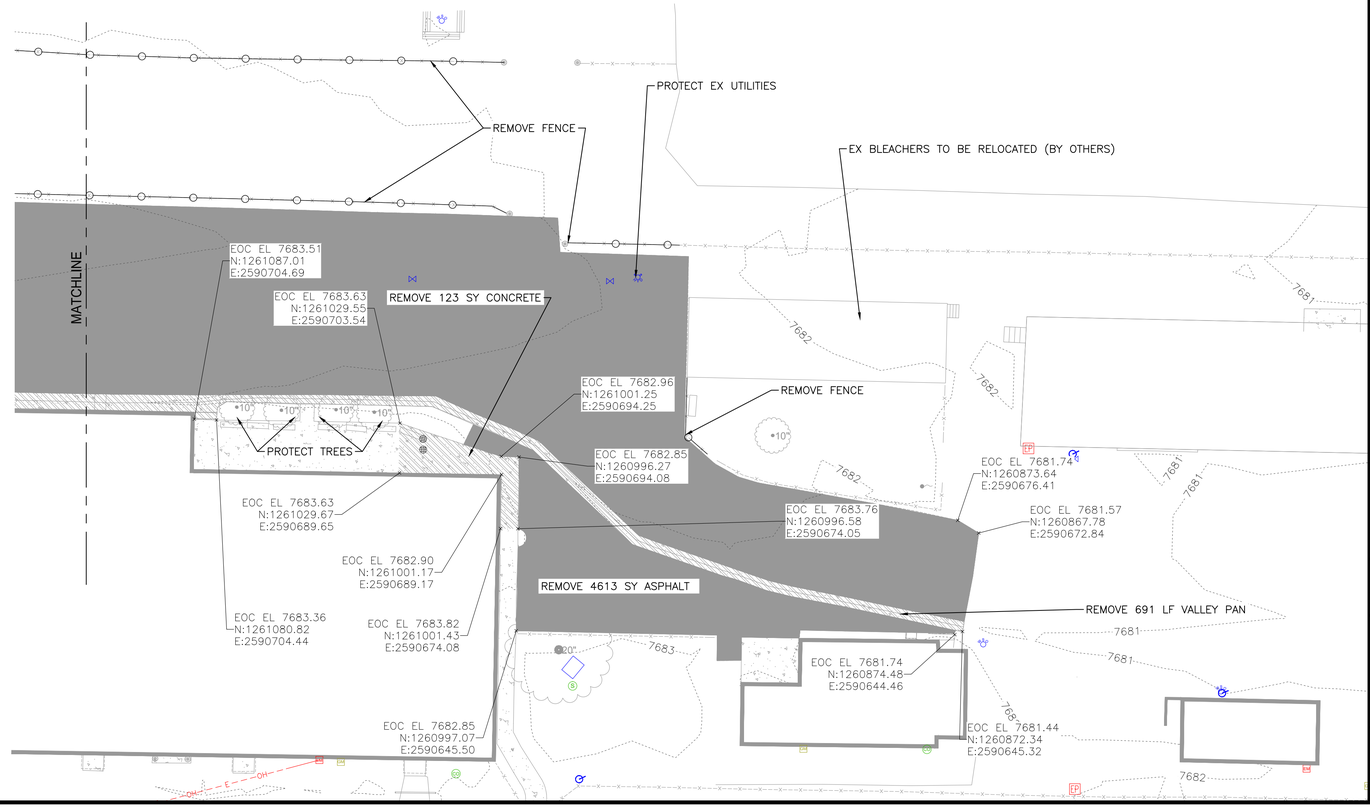
1. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ADEQUATE PROTECTION OF ALL EXISTING STRUCTURES THAT ARE NOT SLATED FOR REMOVAL.

2. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING ALL NECESSARY UTILITY LOCATES PRIOR TO COMMENCING WORK, IN ACCORDANCE WITH COLORADO SUE LAW.

3. CONTRACTOR RESPONSIBLE FOR DEVELOPING, IMPLEMENTING, INSPECTING, AND MAINTAINING AN APPROVED STORM WATER MANAGEMENT PLAN (SWMP) FOR THE DURATION OF THE PROJECT.

LEGEND

- STRUCTURE REMOVAL
- PAVEMENT REMOVAL
- CONCRETE REMOVAL
- FENCE REMOVAL



Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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Fairground Drainage Improvements

#	Revision	Date	By
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No.	2022-389.001
Drawn by:	DR
Print Date:	05.03.2024
QC:	JB | PE: JB
File:	GFG-ExCondDemoPlan

Title:

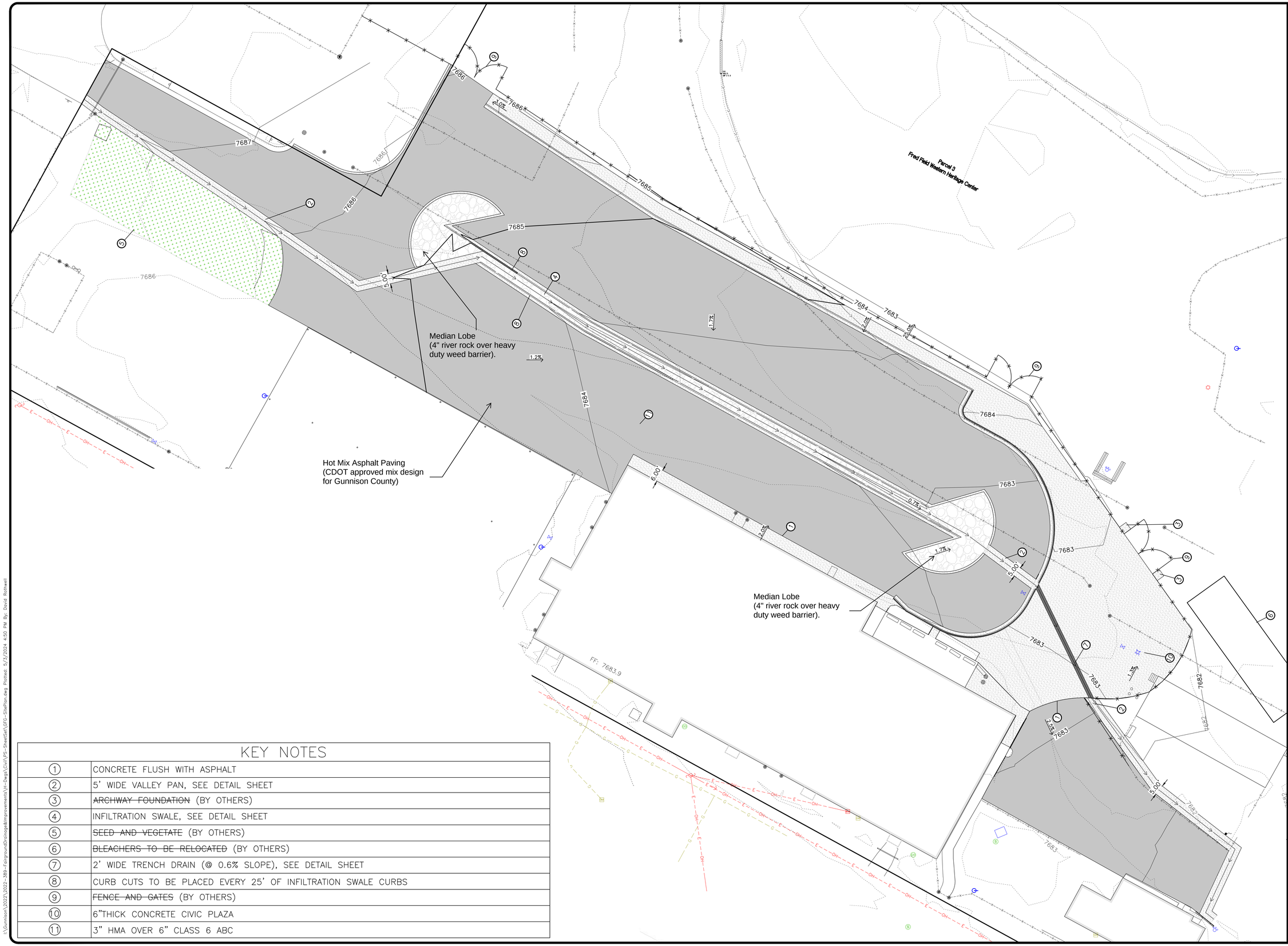
Removal Plan

Dwg No.

C5

Of : 10

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KEY NOTES

①	CONCRETE FLUSH WITH ASPHALT
②	5' WIDE VALLEY PAN, SEE DETAIL SHEET
③	~~ARCHWAY FOUNDATION~~ (BY OTHERS)
④	INFILTRATION SWALE, SEE DETAIL SHEET
⑤	~~SEED AND VEGETATE~~ (BY OTHERS)
⑥	~~BLEACHERS TO BE RELOCATED~~ (BY OTHERS)
⑦	2' WIDE TRENCH DRAIN (@ 0.6% SLOPE), SEE DETAIL SHEET
⑧	CURB CUTS TO BE PLACED EVERY 25' OF INFILTRATION SWALE CURBS
⑨	~~FENCE AND GATES~~ (BY OTHERS)
⑩	6"THICK CONCRETE CIVIC PLAZA
⑪	3" HMA OVER 6" CLASS 6 ABC

Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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Fairground Drainage Improvements

#	Revision	Date	By
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No.	2022-389.001
Drawn by:	DR
Print Date:	05.03.2024
QC: JB	PE: JB
File:	GFG-SitePlan

Title:

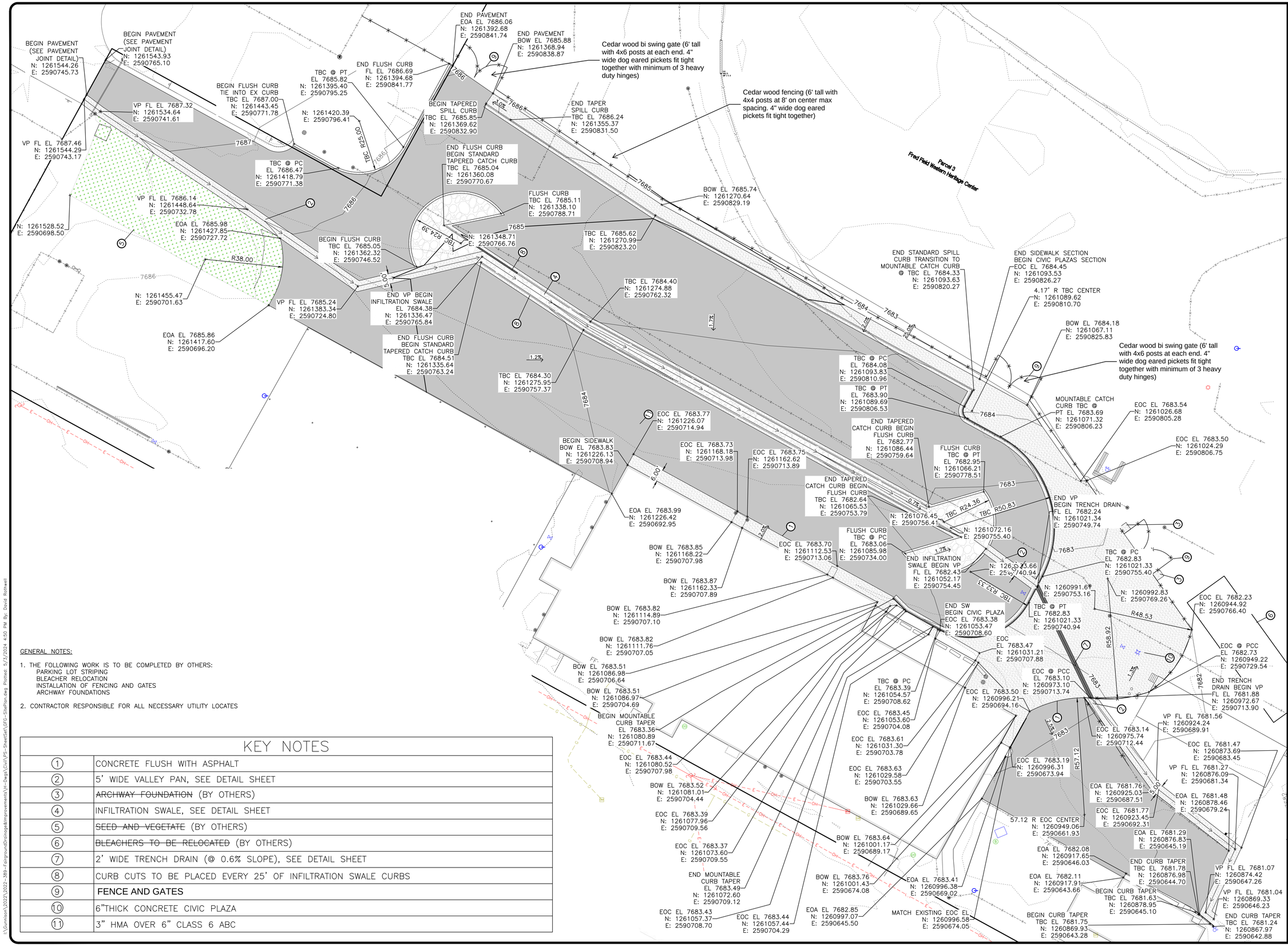
Overall Plan

Dwg No.

C6

Of : 10

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GENERAL NOTES:

1. THE FOLLOWING WORK IS TO BE COMPLETED BY OTHERS:
   - PARKING LOT STRIPING
   - BLEACHER RELOCATION
   - INSTALLATION OF FENCING AND GATES
   - ARCHWAY FOUNDATIONS
2. CONTRACTOR RESPONSIBLE FOR ALL NECESSARY UTILITY LOCATES

KEY NOTES

①	CONCRETE FLUSH WITH ASPHALT
②	5' WIDE VALLEY PAN, SEE DETAIL SHEET
③	~~ARCHWAY FOUNDATION~~ (BY OTHERS)
④	INFILTRATION SWALE, SEE DETAIL SHEET
⑤	~~SEED AND VEGETATE~~ (BY OTHERS)
⑥	~~BLEACHERS TO BE RELOCATED~~ (BY OTHERS)
⑦	2' WIDE TRENCH DRAIN (@ 0.6% SLOPE), SEE DETAIL SHEET
⑧	CURB CUTS TO BE PLACED EVERY 25' OF INFILTRATION SWALE CURBS
⑨	FENCE AND GATES
⑩	6"THICK CONCRETE CIVIC PLAZA
⑪	3" HMA OVER 6" CLASS 6 ABC

Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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Fairground Drainage Improvements

#	Revision	Date	By
1	Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION		
2			
3			

Job No. 2022-389.001
Drawn by: DR
Print Date: 05.03.2024
QC: JB | PE: JB
File: GFG-SitePlan

Title: Site Plan

Dwg No. C7

Of : 10

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BEGIN WOODEN FENCE
@ EX FENCE
N: 1261442.35
E: 2590842.44

END WOOD FENCE
@ GATE
N: 1261392.68
E: 2590841.74

Cedar wood bi swing gate (6' tall with 4x6 posts at each end. 4" wide dog eared pickets fit tight together with minimum of 3 heavy duty hinges)

BEGIN 6' TALL FENCE
@ GATE
N: 1261368.68
E: 2590841.32

6' TALL
FENCE @ PI
N: 1261270.84
E: 2590831.70

Parcel 3
Fred Field Western Heritage Center

EX FENCE (TO BE REMOVED)

END 6' TALL FENCE
@ GATE
N: 1261091.10
E: 2590828.91

Cedar wood bi swing gate (6' tall with 4x6 posts at each end. 4" wide dog eared pickets fit tight together with minimum of 3 heavy duty hinges)

BEGIN 6' TALL FENCE
@ GATE
N: 1261067.11
E: 2590828.51

EX FENCE (TO BE REMOVED)

EX FENCE (TO BE REMOVED)

END 4' TALL CHAINLINK FENCE
@ GATE
N: 1260995.92
E: 2590792.32

WOODEN FENCE @ PI
N: 1260955.09
E: 2590724.02

WOODEN FENCE @ PI
N: 1260961.78
E: 2590719.18

BEGIN 4' TALL CHAINLINK FENCE
@ GATE
N: 1260974.52
E: 2590781.45

END CHAINLINK FENCE
@ PI
BEGIN WOODEN FENCE
N: 1260944.92
E: 2590766.40

WOODEN FENCE @ PI
N: 1260975.92
E: 2590712.34

WOODEN FENCE @ PI
N: 1260943.89
E: 2590761.98

WOODEN FENCE @ PI
N: 1260943.08
E: 2590753.75

WOODEN FENCE @ PI
N: 1260949.22
E: 2590729.54

WOODEN FENCE @ PI
N: 1260943.65
E: 2590745.74

END WOODEN FENCE
(CONNECT TO EX FENCE)
N: 1260940.95
E: 2590693.11

WOODEN FENCE @ PI
N: 1260945.81
E: 2590737.11

7687 7686 7685 7684 7683 7682

Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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Fairground Drainage Improvements

#	Revision	Date	By
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No.	2022-389.001
Drawn by:	DR
Print Date:	05.03.2024
QC: JB | PE:	JB
File:	GFG-FencePlan

Title:

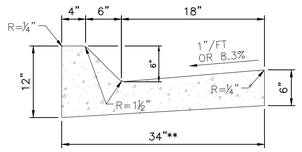
Fenceline Plan

Dwg No.

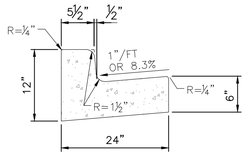
C8

Of : 10

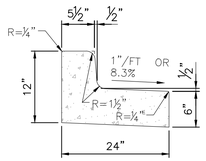
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MOUNTABLE CURB AND GUTTER – TYPE A
(CATCH TYPE FOR TYPICAL EDGE OF STREET)
SCALE: 1" = 1'-0"



BARRIER CURB AND GUTTER – TYPE A
(CATCH TYPE FOR TYPICAL EDGE OF STREET)
NTS

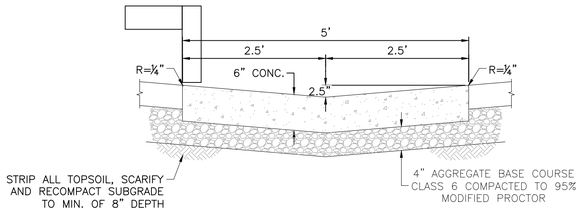


BARRIER CURB AND GUTTER – TYPE B
(SPILL TYPE FOR RAISED MEDIANS)
NTS

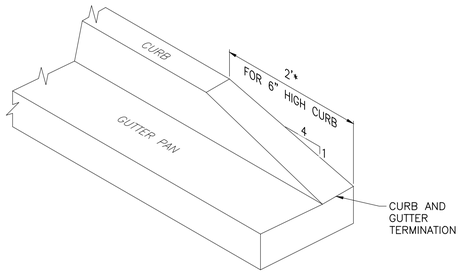
NOTE: CONCRETE MUST CONFORM TO CDOT CLASS "D" (MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4500 PSI). 80% OF THIS STRENGTH MUST BE GAINED IN THE FIRST 7 DAYS.

**WIDTH OF CURB AND GUTTER DEPENDENT ON DESIGNATED LOCATION FOR INSTALLATION

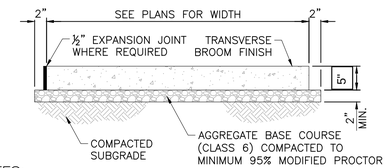
BARRIER CURB AND GUTTER DETAILS



SOUTH PLAZA VALLEY PAN DETAIL
SCALE 1" = 1'



CURB TAPER DETAIL
NOTE*: 2' TYP UNLESS OTHERWISE NOTED IN PLANS
NOT TO SCALE



NOTES:

1. CONCRETE SHALL BE CDOT CLASS D.
2. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS, ENTRAINED AIR CONTENT OF 5%-8% AND ¾" MAXIMUM AGGREGATE SIZE.
3. INCREASE SIDEWALK THICKNESS TO 6 INCH AT DRIVEWAYS AND LOCATIONS SHOWN ON PLANS.
4. TOOL OR SAWCUT DUMMY JOINTS AT INTERVALS EQUAL TO THE SIDEWALK WIDTH. JOINTS SHALL EXTEND INTO THE CONCRETE AT LEAST ¼ OF THE DEPTH AND SHALL BE APPROXIMATELY ⅛" WIDE. VERIFY METHOD OF JOINTING WITH ENGINEER PRIOR TO PLACING CONCRETE.
5. PLACE EXPANSION JOINTS AT INTERVALS NOT EXCEEDING 500 FEET AND AT DRIVEWAY INTERSECTIONS. FILL EXPANSION JOINTS WITH ½" THICK, FULL-DEPTH, PREFORMED EXPANSION JOINT MATERIAL.
6. EDGE ALL OUTSIDE EDGES AND TOOLED JOINTS WITH A ¼" RADIUS EDGING TOOL.
7. IMMEDIATELY UPON COMPLETION OF FINISHING, SIDEWALK SURFACE SHALL BE MOISTENED AND KEPT MOIST FOR 72 HOURS OR CURED WITH A MEMBRANE FORMING CURING COMPOUND.

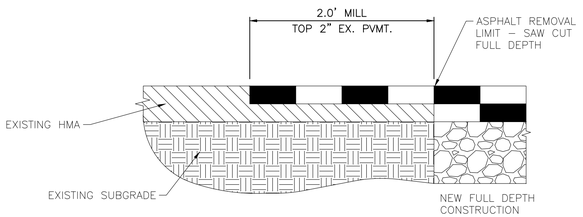
CONCRETE SIDEWALK
SCALE: 1" = 1'

PLAZA CONCRETE PAVING NOTE

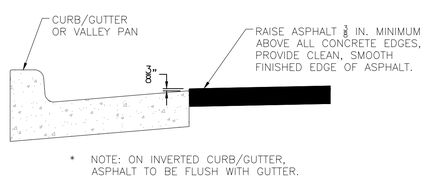
1. Concrete plaza paving receives #4 reinforcing steel at 16" on center each direction.

2. Concrete plaza paving is 6" thick (min).

3. Plaza finish shall be medium broom finish with crack control joints at approximate 10' spacings, field verify layout with County/Engineer.



PAVEMENT JOINT DETAIL
N.T.S.



* NOTE: ON INVERTED CURB/GUTTER, ASPHALT TO BE FLUSH WITH GUTTER.

TYP. ASPHALT/CONCRETE CONNECTION
SCALE: 1" = 1'-0"

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

Graphic Scale
0 ## ## ##
In Feet: 1" = ##'

Gunnison County
Fairground Drainage Improvements

#	Revision	Date	By
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

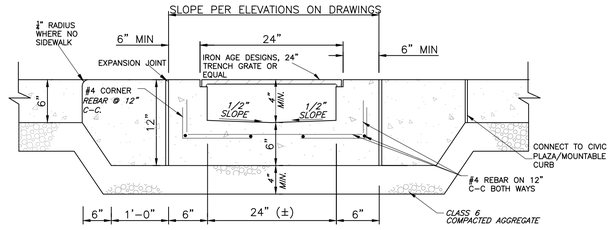
Job No.	2022-389.001
Drawn by:	DR
Print Date:	05.03.2024
QC:	JB | PE: JB
File:	GFG-Details

Title:
Details (1)

Dwg No.
C9

Of : 10

I:\Gunnison\2022\2022-389-FairgroundDrainage&Improvements\Vt-Dwgs\Civil\PS-SheetSet\GFG-Details.dwg Plotted: 5/3/2024 4:50 PM By: Duval Rothwell

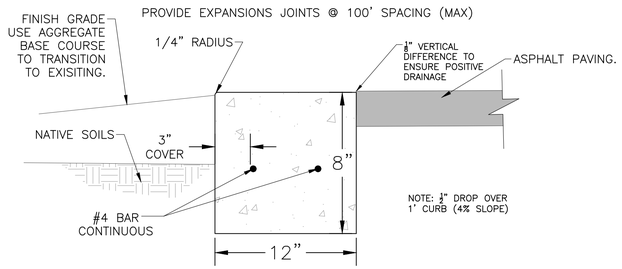


NOTE: MATCH EXISTING GUTTER FLOWLINES.

CONCRETE TRENCH DETAIL–CONC BOTTOM

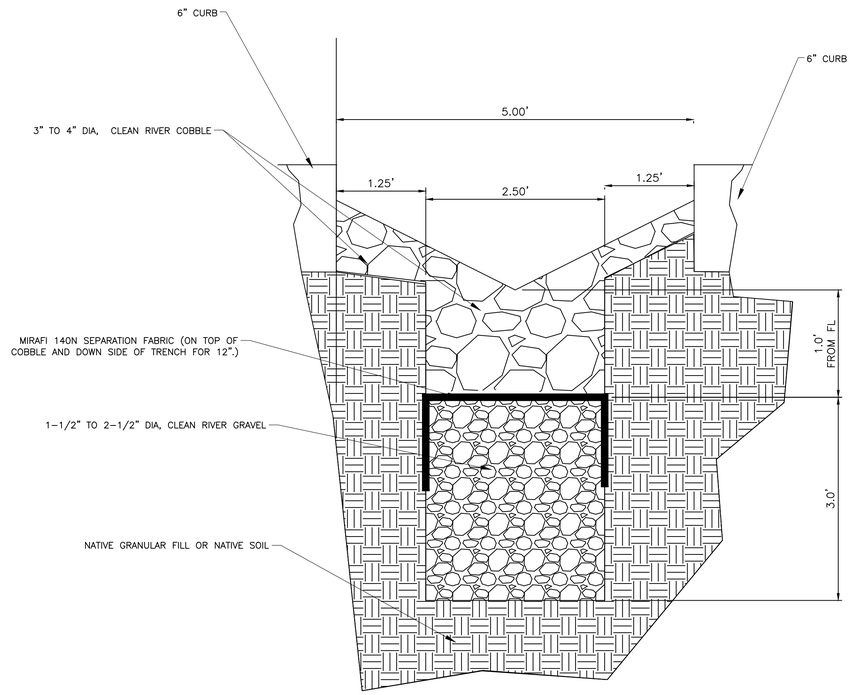
SCALE: N.T.S.

Provide submittal and shop drawing for Trench Drain review and approval. Drain and grate shall be traffic rated.



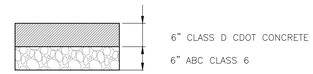
12" FLUSH CURB DETAIL

NOT TO SCALE



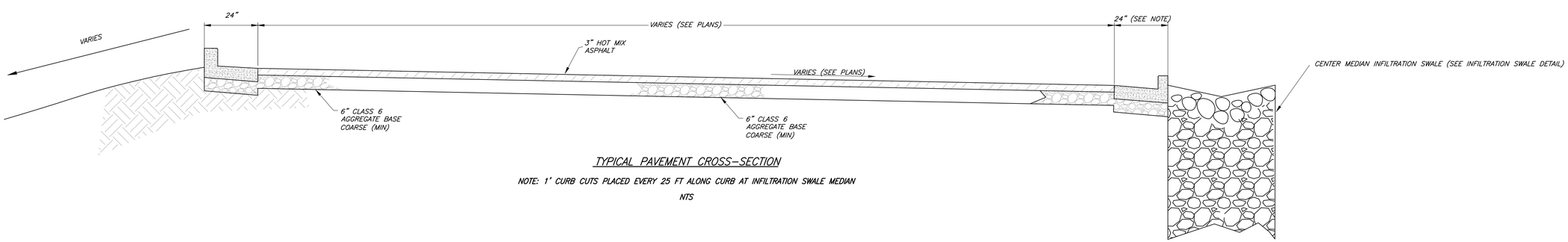
PARKING MEDIAN BIO–SWALE (RETENTION/INFILTRATION)

NTS



TYPICAL CIVIC PLAZA CONCRETE SECTON

N.T.S.



TYPICAL PAVEMENT CROSS–SECTION

NOTE: 1' CURB CUTS PLACED EVERY 25 FT ALONG CURB AT INFILTRATION SWALE MEDIAN

NTS

Graphic Scale

0 ## ## ##

In Feet: 1" = ##

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

Gunnison County

Fairground Drainage Improvements

#	Revision	Date	By:
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No.	2022-389.001
Drawn by:	DR
Print Date:	05.03.2024
QC: JB	PE: JB
File:	GFG-Details

Title:

Details (2)

Dwg No.

C10

Of : 10

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Gary Community Venture Team; Gu

Action Requested: Other Grant Application Submission Approval

Parties to the Agreement: Gary Community Ventures

Term Begins: November 2024 **Term Ends:** **Grant Contract #:**

Summary:

HHS would like approval to apply to the Gary Community Ventures grant RFP for work to reach out to families to increase family tax credit use.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 8/15/2024

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

Comments:
Legally sufficient. SO 8/13/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/13/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

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

Agenda Date: 8/20/2024

Revised April 2015

Increasing Family Affordability through Tax Credits

RFP Application Questions

Instructions: This Google doc version of the grant application is intended to support drafting and collaboration. When you are ready to submit your application, please cut and paste your answers into the online form which you can access here.

The Gary Community Ventures Team is eager to review your proposal. Please respond to the questions below.

Organization Name Gunnison County dba Gunnison Hinsdale Early Childhood Council

First Name Lana

Last Name Athey

Email Address lathey@gunnisoncounty.org

Phone Number 970.641.3244

Geography Served Gunnison and Hinsdale Counties, Colorado

Grant Amount Requested $50,000

Project Description and Impact: *Provide an overview of your proposal, focusing on the potential of the investment to advance desired outcome(s). In responding, please be sure to answer the following questions:*

Organization Alignment & Reach (1-2 pages)

- Summarize your current mission and programs / product offering

The mission of the Gunnison County Department of Health and Human Services (DHHS) is to provide culturally-competent advocacy, prevention, protection and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community.

The Gunnison Hinsdale Early Childhood Council and Multicultural Resource Services are part of Gunnison County HHS and housed under Gunnison County which is governed by the Gunnison County Board of County Commissioners. Currently, the GHECC employs 4 staff members and the MRS employs 3 bilingual staff members.

The Gunnison-Hinsdale Early Childhood Council (GHECC) was brought to our community in July of 2007 by Gunnison County's Department of Health and Human Services Department (DHHS) in order to improve local early childhood

services and educational opportunities for children in these counties. The GHECC works in conjunction with Early Childhood Councils across Colorado to address the goals of HB 07-1062 which expresses a statewide need for increasing and sustaining the quality, accessibility, capacity, and affordability of services for children and their parents to help parents raise their children to be successful at school, at work, and in the community.

Gunnison County Health and Human Services (HHS) created a Multicultural Resource Services (MRS) position in 2001. Since then HHS has been focused on developing and expanding bilingual navigation services, as well as navigation services for low-income and under-insured. MRS staff meets and checks in on clients on a regular basis as they help them to navigate through the healthcare, education, prevention, and intervention services available in our community and neighboring communities.

- Who is your audience, and how does your work allow you to reach Colorado communities that can most benefit from family-centered tax credits?

All families in need of services in Gunnison and Hinsdale Counties are able to access services through Gunnison County HHS. There will be a specific focus on immigrant and Spanish speaking families.

Gunnison County Health and Human Services is a hub for many families in both Gunnison and Hinsdale Counties. Our organization connects families to a variety of resources administered through our organization such as Medicaid, Child Health Plan Plus (CHP+), Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Colorado Child Care Assistance program (CCCAP), Community Service Block Grants (CSB), OmniSalud, locally funded early childhood programming tuition assistance, and other programs supportive of families. Due to the variety of services offered through our organization we interact with and support families on a daily basis. A shared goal across Gunnison County family serving organizations is to increase families economic mobility which in turn increases protective factors for youth and families. Our goal is to work upstream. Establishing relationships with families and building their trust by providing comprehensive support. This proposal will build upon the strong collaboration that already exists in Gunnison and Hinsdale Counties and will increase protective factors for youth and families to increase wellbeing, foster a community of trust and increase each family's financial literacy.

- What experience do you have in assisting or facilitating tax filing with BIPOC / low and middle income families? (If relevant) How many have you served to date, and how do you measure success?

At this time our organization does not have any experience facilitating tax filing with BIPOC/low and middle income families. We do often encourage families to file their taxes and our organization has connected and supported individuals in obtaining their ITIN numbers by referring them to third parties. Currently, Gunnison lacks a financial/accounting professional who speaks Spanish to be able to support immigrant families. Being an isolated rural community we often face a lack of resources for the community. Most Spanish speaking families have to go to nearby towns to get their taxes completed. The MRS team has worked with immigrant families empowering them to file taxes for multiple benefits such as child tax credits and to be able to possess a driver's license.

- What experience do you have assisting / facilitating financial education and planning services for BIPOC / low and middle income families, such as coaching, budgeting, savings, investments, wealth-building? (If relevant) How many have you served to date, and how do you measure success?

In the past our organization has offered financial workshops to families to provide education and support around various financial literacy topics including: - how to save and build an emergency fund, investing and retirement and income taxes. The workshops were well attended with 80% of attendees being from BIPOC and low/middle income families. Interpretation was provided when the presentations were not in the participants' dominant language. We measured the success of the workshops based on the feedback we received from participants and after discussions with some of the participants in the months following the workshops. Many of the families shared that they had been more focused on saving and looking into different opportunities to grow their wealth, some participants also expressed that their children were also more interested in building savings of their own. We look forward to building on past successes with more robust programming. The MRS team has come to realize that the BIPOC population lacks knowledge of the United States financial system and Internal Revenue Service. As a team we understand the importance of assisting them in obtaining a better understanding of the financial system to help them gain confidence financially. The workshops that we have offered in the past were a way to provide education and support to this population to help them feel confident in their financial decisions and build a strong financial foundation for themselves and their families.

Proposed Service Expansion / Innovation (1-2 pages)

- How do you propose to leverage your existing capacity and expertise to expand the number of BIPOC / low & middle income families successfully filing for tax

credits? Please provide a detailed project plan with timelines and key milestones, and be sure to include:

- The number of tax filers you hope to serve in each tax cycle (2025 & 2026), noting if /how this represents expansion from current reach
- Your plan to recruit / advertise to tax-credit-eligible families
- How you will identify, reach, and support non-filers (eligible families that have not filed taxes or received family tax credits in the last year)
- How you will address known barriers such as language, access to computers / digital options, on-site technical expertise, immigration status, etc.

Please see table below for a detailed overview of the project plan.

Our team is composed of multiple bilingual staff members and all materials will be translated into Spanish. We will have computers available for clients to utilize and on-site support for families throughout the period of time that we will offer one on one sessions (see plan below).

At this time our organization is not currently offering this service. If funded we expect to engage at least 50 families in the first year and 70 families in the second year.

Objective	Timeline	Description of Work	Measure
Planning Meeting with Tax Preparation Entities	October/November 2024	Connect with organizations that support families in filing their taxes. This could include Western Colorado University's Accounting Program, HR Block, etc. Develop a plan with these organizations for family referrals and tracking tax filing submissions. Reaching out to bilingual accountant agencies from out of the area to provide regular assistance by zoom or other type of communication	-At least 3 tax preparation entities are connected with and invited to be part of the program. -Plan is developed for referral process and data tracking
Planning Meeting with Health and Human Services program leads	November 2024	Hold a planning meeting with Health and Human Services program leads to discuss different avenues to connect clients to the program and target audience. This would include SNAP, TANF, CCCAP, WIC, and other family programs.	-Planning meeting is help with program leads and steps and requirements are identified in the referral process for appropriate referrals.

		-Planning meetings with families to create awareness of what they should be doing in 2023 & 2024 to prepare to file 2023/2024 taxes.	
Development of Marketing and Outreach Materials & Distribution	December 2024	Marketing and outreach materials in both English and Spanish will be developed and distributed throughout Gunnison and Hinsdale Counties.	-marketing materials are developed and distributed through a variety of outlets including via email listserv, social media, flyers at various organizations and in spaces where families regularly gather, ie. rec centers, libraries, support group meeting spaces, banks, etc.
Informational Meetings with Community Partners	December 2024 & January 2025	The team will present at various community meetings to share information on the program and offerings and to encourage organizations to refer families to the program.	-The team will share information about the program and referral process at various community meetings including: -Gunnison Hinsdale Early Childhood Council - Health Coalition of the Gunnison Valley -GRASP consortium -Family Advocacy and Support Team -Mountain Mamas Support Group --Immigrantes Unidos meetings -Branches of Inclusion Gunnison Group (BIG) -Gunnison Cultural Connection (GCC)
One on One Sessions with Families	February 2025-April 2025	One on one sessions with families will be offered throughout the months of February, March and April to support families in filing their taxes. At the sessions computers will be easily	-At least 50 families will engage in one on one sessions throughout the 3 month period.

		accessible and an accounting professional will be present to answer any questions and/or concerns individuals may have during the tax filing process.	
Data Collection	May 2025	Data collection and tracking around tax credit participation rates, number of families referred and met with.	-Tax preparation entities will assist in tracking of tax filings and number of families receiving family tax credits through a standardized tracking system
Financial Literacy Workshops	June 2025-November 2025	Monthly workshops to empower families that will cover topics such as saving and budgeting, investments, retirement, tax credit opportunities, building wealth, teaching healthy financial habits to children, how to complete different financial forms including filing for ITIN numbers, etc.	-6 workshops will be offered
Development of Marketing and Outreach Materials & Distribution	December 2025	Marketing and outreach materials will be reviewed, redesigned if necessary and distributed throughout Gunnison and Hinsdale Counties.	-marketing materials are developed and distributed through a variety of outlets including via email listserv, social media, flyers at various organizations and in spaces where families regularly gather, ie. rec centers, libraries, support group meeting spaces, banks, etc.
Informational Meetings with Community Partners	December 2025 & January 2026	The team will present at various community meetings to share information on the program and offerings and to encourage organizations to refer families to the program.	-The team will share information about the program and referral process as well as 2025 tax filing success rate data at various community meetings including: -Gunnison Hinsdale Early

			Childhood Council - Health Coalition of the Gunnison Valley -GRASP consortium -Family Advocacy and Support Team -Mountain Mamas Support Group --Immigrantes Unidos meetings -Branches of Inclusion Gunnison Group (BIG) -Gunnison Cultural Connection (GCC)
One on One Sessions with Families	February 2026-April 2026	One on one sessions with families will be offered throughout the months of February, March and April to support families in filing their taxes.	-At least 70 families will engage in one on one sessions throughout the 3 month period.
Data Collection	May 2026	Data collection and tracking around tax credit participation rates, number of families referred and met with.	-Tax preparation entities will assist in tracking of tax filings and number of families receiving family tax credits through a standardized tracking system
Financial Literacy Workshops	June 2026-November 2026	Monthly workshops to empower families that will cover topics such as saving and budgeting, investments, retirement, tax credit opportunities, building wealth, teaching healthy financial habits to children, how to complete different financial forms including filing for ITIN numbers, etc. Workshops will be developed after receiving feedback from participants in 2025 workshops to ensure the workshops are well received and effective.	-6 workshops will be offered

- Describe your plan to support a meaningful cohort of families receiving tax credits with subsequent financial education and resources to help them address near and longer-term financial goals. How many filers do you hope to engage in financial education / planning services, and how will you measure success? (2-3 paragraphs)

Gunnison County HHS enjoys strong partnerships with all of the family serving agencies in Gunnison and Hinsdale Counties. Our department has been successful in working collectively with community partners to serve families. Beyond our internal programs we often work closely with the school district, local early childhood care and education providers, the local library, Mothers of Preschoolers (MOPS), Lighthouse Pregnancy Center, Gunnison Valley Health and Juvenile Services to support and engage families. Through continued communication and collaboration with these organizations we expect to reach many families with less access to resources. Outreach through flyers placed at community hubs such as the local rec center, grocery stores, banks, etc., social media posts, newspaper ads, and email blasts will also be done in an attempt to reach as many families as possible. It is through this outreach that we expect to engage families in the proposed program.

We expect to engage at least 50 families in the first year of the program and 70 families the following year. We expect that many families in the community will be interested in engaging in the program once they realize what a benefit it could be to their family. We plan to ask families what kind of financial education they are interested in and then work alongside experts in the community to develop meaningful and effective financial literacy workshops that will support families in building a financial plan for their individual family that they feel is obtainable and that they can get excited about.

How do you propose to capture the requested (de-identified) data and insights, and do you collect this information today? (1-2 paragraphs)

- Number of tax filings submitted
- Number / % successfully receiving family tax credits
- Tax credit amounts (range, total, average)
- Primary barriers to filing taxes and receiving tax credit returns
- Family preferences & priorities re: future-planning and wealth-building
- Organizational insights / lessons learned

In order to capture the requested data and insights we plan to work closely with the accounting firms/programs that will be partners in this work to ensure accurate data collection. Through regular tracking of referrals, follow-up calls with clients, and post program surveys and

workshop evaluations we hope to gather a good amount of data to provide insight on our efforts and ways we might need to adjust our programming to better support the community.

Tax & ITIN Training Opportunity

It is likely that Gary will be able to support tax training and ITIN informational sessions to support grantees with preparation and capacity-building. Would this be of value to your organization, and if so, how many staff would you anticipate participating? (This is completely optional.)

Yes, this would be wonderful and helpful. We would expect that between 2-3 staff members would attend these sessions.

Leadership: *(1 short paragraph per leader)*

Provide names of key project leaders with brief bios describing how they are positioned to lead this work.

Margaret Wacker serves as the Gunnison County DHHS Community Health Manager. She supervises the work of the Multicultural Resource Team and the Gunnison Hinsdale Early CHildhood Council including grant/budget management, communications,and coordination. Margaret holds a Masters of Public Health in Health Behavior and Health Education. She has been with the DHHS for over 17 years working in Tobacco Prevention, Early Childhood Systems Building, and Public Health Assessment and Planning.

Lana Athey serves as the Early Childhood Services Supervisor and the Gunnison Hinsdale Early Childhood Council Coordinator. She holds a Bachelors degree in Human Services and a Masters in Early Childhood Education. Lana has been with DHHS since 2011. Serving in different roles as the Nurturing Parenting Program Coordinator and then since 2014 with the Gunnison Hinsdale Early Childhood Council.

Yazmin Molina serves as the Multicultural Resource Services Coordinator. She holds a Bachelors degree in Sociology and Spanish. Yazmin has been employed with Gunnison County DHHS since 2021. She has a great understanding of the needs of our immigrant community and has developed testing relationships with many of the immigrants and Spanish speaking individuals in our community. Yazmin leads the Multicultural Resource Services Team as they provide health navigation services to all of our community's Spanish Speaking residents.

Mayte Burton serves as a Health Navigator. She has a Bachelors in Administration. Mayte has been working with DHHS since 2022. She has developed many trusting relationships within our immigrant and Spanish speaking community. She has a passion for helping families to thrive in our community. Mayte currently works with the Gunnison Hinsdale Early Childhood Council helping to facilitate and coordinate Family, Friend, and Neighbor caregiver trainings, and supporting families enrolling in Universal Preschool. She also provides interpretation and health services navigation for Spanish speaking clients in the community.

What is the racial and gender identity of the CEO?

American Indian or Alaska Native

American Indian from South or Central America

Asian

Black or African American

Latino Latinx or Hispanic

Middle Eastern or North African

Native Hawaiian or Pacific Islander

White or Caucasian

Unknown

Prefer Not To Disclose

Male

Female

Nonbinary

Not Listed

How many board members do you have and what percent identify as Black Indigenous People of Color (BIPOC)?

The Gunnison-Hinsdale Early Childhood Council is housed under the Department of Health and Human Services Public Health program which is governed by the Gunnison County Board of County Commissioners. We have three County Commissioners and 0% identify as BIPOC.

How many members of your leadership team do you have and what percent identify as BIPOC?

Gunnison County Department of Health and Human Services has 8 members on the leadership team. 12% of the leadership team identifies as BIPOC.

Equity: Please answer the following questions (1-2 paragraphs)

Please include a short narrative to help us understand your organization's journey to advance justice, diversity, and equity internally (e.g., through organizational practices, policies, hiring practices, staffing, board representation, etc.).

Our department strives to provide culturally competent and responsive services, fostering an inclusive culture that is accepting and supportive, with the goal that clients feel respected, represented, and comfortable in interactions with our staff.

Gunnison County Health and Human Services (HHS) has provided immigrant integration services since 2001, when the first Multicultural Resource Coordinator was hired. Since then we have added capacity to the team through new bilingual positions. We now have 3 staff people who make up the Multicultural Resource Services team, with additional bilingual staff hired for other program areas as well. This team is made up of bilingual staff who are immigrants with lived experience of navigating the systems of health and human services, as well as other educational and family serving systems. This team is committed to developing trusting relationships with the immigrant community. They provide comprehensive support to clients for a multitude of needs. Through this work of meeting community needs in a trust-worthy way, we are now seeing a huge increase in engagement from our BIPOC population. One example is a recent community baby shower where 85% of the 92 attendees were Spanish Speaking. This is a trend that has only continued with a large percent of attendees at community events and workshops offered by our organization being from the BIPOC community. We strongly believe that this is due to the outstanding outreach and efforts of our Multicultural Resource Services team.

Gunnison County Health and Human Services has had an internal Health Equity Team since 2020. Recently the organization has devoted funding for staffing this team, which has led to more engagement and the development of mission, vision, and strategic plan documents. The group meets regularly and has been incorporating equity processes into HHS staff onboarding, staff meetings, and educational opportunities.

This past month our organization hosted an all day Cultural Humility training that was attended by 32 staff members, with supervisors supporting their staff to take the day for this professional development.

Recently the leadership of Gunnison County as a whole has also identified equity, diversity and inclusion as an important priority to include into the strategic priorities for the organization. With support from leadership, the next step for this process is to engage with staff to develop action plans.

We have also seen recently two women identifying as Hispanic join the HHS leadership team, with supervision responsibilities. The organization has also changed hiring

practices to allow for applicants to replace formal education with lived experience. This has opened the door to employees with more varied experiences to join the team.

How does your organization's racial equity work inform your external facing programs or services?

Our department strongly believes that it is important that we provide comprehensive navigation services to families to ensure that they are able to easily access the resources they need in our community in order to thrive. For Spanish speakers in particular we ensure that our services are accessible. These services include clinical services, home-visitation services, food assistance, child care assistance, and health insurance enrollment/eligibility. We also use Pocketalk devices to ensure that we can communicate in other languages as well.

Our teams regularly collaborate with the school districts, early childhood centers, other family serving agencies, and in house Health and Human Services staff to identify and connect with families in need of support. Community partners reach out to our organization on a regular basis when they are concerned about a family or want to connect them to additional resources. Our team regularly updates and shares information on the families support services we are able to offer and work with community partners to identify and fill gaps in services.

Throughout the year our team also participates and/or organizes community engagement events. Regularly attending Immigrantes Unidos meetings and events, Branches of Inclusion Gunnison group (BIG), and Gunnison County Health Coalition, and Family Advocacy and Support Team weekly meetings. In 2022 the MRS team played a huge roll in the communities first ever Welcoming Week which involved the League of Women Voters, County and City of Gunnison, Library, Police Department, and Health and Human Services. Welcoming week was a series of events put on by community organizations to welcome immigrant community members to the City of Gunnison.

In all of our efforts to engage individuals that work with family and children our team is always looking for opportunities to connect with and support families to help them thrive. We work hard to ensure the information is available in Spanish and that bilingual staff members are available to provide interpretation services for clients when needed.

Support: *Please describe how Gary can best support you to ensure success of this work. (1-2 paragraphs).*

It would be helpful to learn from other communities and projects what work is being done to support families to have greater financial stability. If there are models that are working in other similar communities it might be nice to have a meeting or workshop to learn about these models and how they have been supportive of families. Connections with reputable organizations that have experience supporting immigrant families with filing taxes or other financial initiatives might also be helpful as we move forward in this work.

Financials:

- *Please include a project budget. Be sure your expenses mirror proposed grant activities described above.*
- *Please attach your current year financial statements, including current operating budget. Should your proposal advance, additional financial information may be requested.*

Budget Template Instructions

General Instructions:
The Budget Template - Should be used to explain how an organization plans to use funds consistent with the proposed activities. This document contains includes two worksheets: Instructions and Budget Template. Budget requests and their associated deliverables need to be in alignment and provide a consistent, logical picture of what is to be accomplished, by whom, and the associated costs. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications.
The information contained in each expenditure category helps reviewers understand the budget. Please provide narrative for each category in the "Narrative" section
In the budget template, various cells offer information by hovering the mouse over the cells.
Contact Information
Complete the top portion of the form by providing Agency Name, Project Name, and Contact Information
Personnel (employees of lead agency)
This section is for wages for employees of the agency receiving the grant.
Please Use the Personnel Detail Table (2); information from this table will populate the Personnel Line
Table 2: Personnel Detail Table (Wages)
Position Title : Enter the title of the position of each person who will be funded by the grant
Current Staff or To be Hired : Select from the dropdown box
Annual Salary : Please enter a yearly salary; if someone is paid hourly, please calculate this to reflect an annual salary
% Time on Project : Please list what % of this person's time will be dedicated to this project
Total Request : Total funds requested to support this person's time on the project
Narrative: Use this column of the budget template to address the role and expected contribution of budgeted personnel.
Total Personnel Services (including fringe benefits)
This row should show the totals for each columns and reflect the total amount of Personnel Services costs the agency is requesting.
Benefits (Fringe and Taxes)
Provide the total amount requested for fringe benefits for the personnel listed in Table 2: Personnel Detail. In the narrative, please describe how the fringe benefits were calculated.
Supplies & Administrative Expenses
Supplies and administrative expenses may include, but are not limited to, postage, office supplies, meeting materials, educational materials, and printing and copying. Please provide a brief description in the narrative about how costs were determined and how funds would be used.
Contractors/Consultants (payments to third parties or entities)
Please complete Table 3: Contractors/Consultants/Partners; information from this table will populate the Contractor/Consultant line.
This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work This includes consulting, personal services subcontracts, and payments to partners. The narrative should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables.
Travel
This expenditure category should include all travel expenses such as lodging, meals, mileage, and airfare. In the Narrative, please describe the expenses, how they were determined, and how they support completion of the proposed activities.
Training/Professional Development/Conferences
This line includes expenses not covered in other categories related to participation in professional development activities, such as conference fees. In the narrative, please identify the rational for these expenses and how they were calculated.
Total Direct Costs
This row should total the amount of all Direct Costs the agency is requesting.
Indirect Costs
Up to 10% of the total direct costs may be charged to cover associated indirect costs.
TOTAL
This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting for the project.

Gary Community Ventures - Family Econ

Applicant/Lead	Gunnison County Health and Human Services dba Gunnison Hinsdale Early Childl
Contact Name:	Lana Athey **Email:**
Grant Period	November 1, 2024 to October 31, 2026

Table 1: Project Expenses (June 15, 2022	
Budget Category	**Total**
Personnel*	$ 41,126
Supplies/Operating Expenses	$ 2,874
Memberships	
Contractors/Consultants/Subcontracts to Partners*	$ 6,000
Other Direct Costs (please specify)	
Other Direct Costs (please specify)	
Other Direct Costs (please specify)	
Other Direct Costs (please specify)	
Total Direct Costs	**$ 50,000**
Indirect Costs (should not exceed a rate of 10% of direct costs)	$ 5,000
GRAND TOTAL REQUESTED	**$ 55,000**

In the section below, please provide detail about the wages/salary for personnel to be funded wit
position title. Justification should address the role and expected contribution of budgeted personn

Table 2: Personnel Detail (employees

Position Title	Current Staff or To Be Hired	Annual Salary including fringe	% of Time on Project	Total Request
Early Childhood Service Supervisor	Current	$117,208	10%	$ 11,721
Community Health Manager	Current	$139,381	4%	$ 5,575
Bi-Lingual ECC Outreach / Health Navigator	Current	$83,969	10%	$ 8,397
Early Childhood Resource Navigator	Current	$70,366	10%	$ 7,037
Multicultural Resource Services Coordinator	Current	$83,969	10%	$ 8,397
Total Personnel				**$ 41,126**

In the section below, please include detail about the subcontractors, consultants, or partners to be

Table 3: Contractor/Consultants	
Name of Contractor/Consultant/Partner (if available)	**Total Request**
EXAMPLE: XYZ Consultant	*$ 5,000*
Financial Literacy Workshop Facilitator	$ 3,000
Tax Preparation Specialist	$ 3,000
	$ -
	$ -
	$ -
Total Contractor	$ 6,000

ɔmic Mobility Grant

hood Council & Multicultural Resource Services

lathey@gunnisoncounty.org

2 - June 30, 2023)
Narrative (Explain how costs were determined and how the budget aligns with
*Provide detailed justification in Table 2: Personnel table - Fringe benefits include
2 Computers, Meeting supplies, meeting food, copies, office supplies
*Provide detailed justification in Table 3: Contracts Table

h grant funds (Table 2); Enter budget justification for the employee or el.

of lead agency)
Narrative
4 hours/week Planning, Outreach, Community Collaboration, Grant Management
2 hours/week Planning, Outreach, Community Collaboration, Grant Management
4 hours/week Community Outreach, translation and interpretation, planning, attendance at community events, support for families applying for tax credits
4 hours/week Community Outreach, planning, attendance at community events, support for families applying for tax credits
4 hours/week Community Outreach, translation and interpretation, planning, attendance at community events, support for families applying for tax credits

e funded.

/Partners
Narrative
To develop a strategic plan to engage stakeholders and the public around increased compensation for early educators
Develop 6 annual financial literacy workshops and offer each workshop in English and Spanish from June- November
collection on the number of families engaged, number of tax filings completed, and amount of tax credits received.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Internet Service; Visionary Broadband; Sawtooth Wo

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Contract for bulk internet service at Sawtooth for 3 year term. Includes wiring and installation of all equipment by vendor. Discounted rate of $50/ month for each line. Includes lines for County monitoring and fire alarm systems. Separate contracts for each phase.

Fiscal Impact: $31128 per year

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 8/15/2024

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

Comments:
Legally sufficient. SO 8/13/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/13/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

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

Agenda Date: 8/20/2024

Revised April 2015

Sawtooth Work Force Housing - 520 S 14th St-34 Unit Apartment Complex-VFIB-Gunnison

John Cattles
Assistant County Manager
jcattles@gunnisoncounty.org
9706418562

Visionary Broadband
1001 S Douglas HWY,
Gillette, WY 82716
United States

Order Number: 20240807-152354216

Prepared by: Geoff Hissong

ghissong@visionarybroadband.com

Quote created: August 7, 2024
Quote expires: September 6, 2024

Total **$1,696.60**

PRODUCTS & SERVICES	QUANTITY	PRICE
Residential Fiber 1Gig/1Gig: Worry-Free Package (MDU)	34	$1,696.60 / month for 3 years
SUMMARY		
Monthly subtotal		$1,696.60

Total (not including taxes and fees)	**$1,696.60**

Service Addresses

A Location	Z Location
, ,	520 14th Street, Gunnison, CO 81230

Percent of Interstate Utilization:
Jurisdiction: Internet

Comments

1G/1G High Speed Internet Service Bundle- Includes a Router for WiFi to each Unit-Labor includes wiring to 32 units utilizing existing conduit from the raised ceiling in the hallway into the laundry room demarc in each unit- Running 1 Cat 5 to each unit-Visionary Broadband will be the exclusive internet service provider during the term of the contract-Gunnison County agrees to pay for all units, invoiced at the beginning of each month- $49.90 per unit- 34 Total Accounts- (32) Living Units-(1) Solar Monitoring- (1) Fire- $1696.40 Total MRC (before tax)- 3 Year Term-20240807-152354216

Purchase terms

This agreement is expressly conditioned upon Customer's continued compliance with Visionary's acceptable use policies as posted on its web site at VCN-Terms-and-Conditions-11.21.23.pdf, including any changes that may subsequently be made.
This agreement is for an initial term reflected on the Service Order with the starting date of the term effective on the date of actual activation. After the initial term this agreement shall automatically continue from month-to-month unless terminated by either party ("Notice of Cancellation") with at least thirty (30) days prior notice. Visionary may not increase the monthly price during the agreement term. After the agreement term it may be modified, alter or amend the prices upon thirty (30) days' written notice to customer. Upon cancellation by customer, Visionary will bill customer for monthly charges for thirty (30) days following the Notice of Cancellation. If customer terminates this agreement any time after implementation, but before expiration, customer will pay a lump sum equal to the charges of the remainder of the agreement. If customer is terminated by Visionary for violation of the Acceptable Use Policy, customer shall pay, immediately, a lump sum equal to the charges for the remainder of the then current term of the agreement.
Upon acceptance of this order by Visionary, the company will use its best efforts to provide dedicated connection service. Before installation begins Visionary requires a deposit or prepayment. Customer may cancel this order without penalty at any time until the work has begun to install the connection. If work has started on the connection, customer agrees to pay Visionary actual costs incurred up to cancellation. Customer agrees to pay reasonable attorney's fees associated with Visionary's collection for invoiced amounts. Wyoming shall be the choice of law for this Agreement.
I have read and understand the above Terms and Conditions, and I authorize these services to be ordered. I also agree to the terms and length of my contract.
Installation includes up-to 100 feet of cabling unless otherwise stated. Additional cabling will be billed at $0.70 per foot.
Installation includes 1 hour of labor per tech unless otherwise stated. Additional labor will be billed at $130 per hour per tech.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Sawtooth Workforce Housing- Phase 1- 18 Units- Hybrid VFIB/VFWM- Gunnison

John Cattles
Assistant County Manager
jcattles@gunnisoncounty.org
9706418562

Visionary Broadband
1001 S Douglas HWY,
Gillette, WY 82716
United States

Prepared by: Geoff Hissong

ghissong@visionarybroadband.com

Order Number: 20240807-160449916

Quote created: August 7, 2024
Quote expires: September 6, 2024

Total **$898.20**

PRODUCTS & SERVICES	QUANTITY	PRICE
Residential Fiber 1Gig/1Gig: Worry-Free Package (MDU)	18	$898.20 / month for 3 years
SUMMARY		
Monthly subtotal		$898.20

Total (not including taxes and fees)	**$898.20**

Service Addresses

A Location	Z Location
, ,	400 South 14th Street, Gunnison, CO 81230

Percent of Interstate Utilization:
Jurisdiction: Internet

Comments

Up to 1G/1G High Speed Internet Service Bundle- Includes a Router for WiFi to each Unit- Labor includes installing cabling a jumper from the 3rd floor switch in Phase 2 Housing to a Wave AP- Visionary Broadband will be the exclusive internet service provider during the term of the contract-We will do a standard business install to each tenant- Gunnison County agrees to pay for all units, invoiced at the beginning of each month- $49.90 per unit- 18 Total Accounts- (18) Living Units- $898.20 Total MRC (before tax)- 3 Year Term- 20240807-160449916

Purchase terms

This agreement is expressly conditioned upon Customer's continued compliance with Visionary's acceptable use policies as posted on its web site at VCN-Terms-and-Conditions-11.21.23.pdf, including any changes that may subsequently be made.
This agreement is for an initial term reflected on the Service Order with the starting date of the term effective on the date of actual activation. After the initial term this agreement shall automatically continue from month-to-month unless terminated by either party ("Notice of Cancellation") with at least thirty (30) days prior notice. Visionary may not increase the monthly price during the agreement term. After the agreement term it may be modified, alter or amend the prices upon thirty (30) days' written notice to customer. Upon cancellation by customer, Visionary will bill customer for monthly charges for thirty (30) days following the Notice of Cancellation. If customer terminates this agreement any time after implementation, but before expiration, customer will pay a lump sum equal to the charges of the remainder of the agreement. If customer is terminated by Visionary for violation of the Acceptable Use Policy, customer shall pay, immediately, a lump sum equal to the charges for the remainder of the then current term of the agreement.
Upon acceptance of this order by Visionary, the company will use its best efforts to provide dedicated connection service. Before installation begins Visionary requires a deposit or prepayment. Customer may cancel this order without penalty at any time until the work has begun to install the connection. If work has started on the connection, customer agrees to pay Visionary actual costs incurred up to cancellation. Customer agrees to pay reasonable attorney's fees associated with Visionary's collection for invoiced amounts. Wyoming shall be the choice of law for this Agreement.
I have read and understand the above Terms and Conditions, and I authorize these services to be ordered. I also agree to the terms and length of my contract.
Installation includes up-to 100 feet of cabling unless otherwise stated. Additional cabling will be billed at $0.70 per foot.
Installation includes 1 hour of labor per tech unless otherwise stated. Additional labor will be billed at $130 per hour per tech.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Annual Certification; Personal Identifying Informa

Action Requested: County Manager Signature

Parties to the Agreement: CDPHE

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

Summary:

Organization has not and will not use or disclose any PII, 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

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 8/8/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/8/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/9/2024

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

Agenda Date: 8/20/2024

Revised April 2015

Docusign Envelope ID: 9EBD00A4-1687-4A06-B802-B7A080102931

Hello LPHA Partners,

Last year at this time, we notified you that the State created The Protection of Personal Identifying Information Act, codified at Sections 24-74-101-108, C.R.S. The law places certain obligations and restrictions on state agencies from collecting and sharing Personal Identifying Information (PII). In order to ensure state contractors/vendors are supporting state agencies in their compliance with their obligations under the statute, any contractor/vendor that has direct access to a database containing PII must, ***on an annual basis***, certify under penalty of perjury that it will not use or disclose PII for purposes of investigating for, participating in, cooperating with, or assisting in federal immigration enforcement, including enforcement of civil immigration laws and 8 U.S.C. sec. 1325 or 1326, unless required by federal or state law or to comply with a court-issued subpoena, warrant, or order.

Signing a PII Certification is an annual requirement.

Please sign the form that follows at your earliest convenience.

If you have any questions, please let us know.

Thank you!

CDPHE Procurement & Contracts Section

Wendy Mallari (wendy.mallari@state.co.us)

Gayle Bashor (gayle.bashor@state.co.us)

Docusign Envelope ID: 9EBD00A4-1687-4A06-B802-B7A080102931

STATE OF COLORADO

THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

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.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Retention Letter re: McCloud Placer; SGR, LLC; Cou

Action Requested: Other BoCC authorize County Attorney signature

Parties to the Agreement:

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

Summary:

SGR, LLC letter of retention and fee agreement to assist in the claim submitted by McCloud Placer case number 2024CV30002.

Fiscal Impact: Yes - dependent on work completed

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 8/15/2024

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

Comments:
Legally sufficient. SO 1/14/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/14/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

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

Agenda Date: 8/20/2024

Revised April 2015

August 12, 2024

VIA E-MAIL
mhoyt@gunnisoncounty.org

Matthew Hoyt, Esq.
Gunnison County Attorney's Office

RE: *Retention Letter re: McCloud Placer*

Dear Mr. Hoyt:

The purpose of this letter is to confirm the fee agreement related to the retention of SGR, LLC in the above matter.

1. **Matter:** SGR, LLC has been retained on behalf of Gunnison County to assist in the defense of a claim submitted by McCloud Placer.

2. **Fees:** Our fees will be charged on an hourly basis based upon the following rates:

- Eric M. Ziporin (partner) - $275/hour
- Associate - $220/hour
- Sheileen O'Hayre (paralegal) - $110/hour

Our fees will be charged in increments of one tenth of an hour. Monthly fee billings will be provided to the Pool that provide a detailed description of work performed and time charged for same.

3. **Costs/Disbursements:** In performing our work in connection with the case, it might, from time to time, become necessary for us to incur costs and make disbursements on behalf of Gunnison County. We will, of course, utilize good judgment in making determination regarding the costs and disbursements that are necessary to protect the County's legal interests. This being recognized, we will also seek your permission prior to incurring any cost item in excess of $500. Cost/disbursements will also be accounted for in our monthly fee statements.

4. **Billing Cycle:** Our bills will be forwarded to the designated representative of the County on a monthly basis. Each bill will capture the time and disbursements for the preceding calendar month and should be forwarded to you by the fifteenth day of the following month. Our bills are due upon receipt and we would appreciate your prompt attention to same. So long as our fee bills are paid in a timely manner, no retainer will be charged.

If you should have any questions, or if we can provide any additional information, please feel free to call. Otherwise, we look forward to working closely with you towards successful resolution of this issue. Thank you for considering us in this matter.

Very truly yours,

SGR, LLC

s/Eric. M. Ziporin

Eric M. Ziporin

EMZ:

APPROVED AS TO FORM:

_____

Authorized Representative
Gunnison County

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Center for Energy

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Center for Energy and Environment and Gunnison County

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

Summary:

Under Grant: CEO POGG1 24-3079. The Gunnison Valley Building Code Collaborative (Gunnison County, CB, MT. CB, and the City of Gunnison) were awarded a grant from the Colorado Energy Office to provide, among other things, Building Efficiency Educational Seminars. Under the scope of

Fiscal Impact:

Submitted by: Crystal Lambert **Submitter's Email Address:** clambert@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 8/15/2024

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

Comments:
Legally sufficient. SO 8/8/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/8/2024 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

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

Agenda Date: 8/20/2024

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the __day of August, 2024, 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 Center for Energy and Environment, whose address is 212 N 3rd Ave, Suite 560, Minneapolis MN 55401 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding mechanical heat pump training for the community including the local construction industry as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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 December 31st, 2024 unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its strategic goal to reduce energy use impacts and lower greenhouse gas emissions by 50% from 2005 levels, thereby improving air quality and addressing climate change, 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 Ten Thousand, Eight Hundred and Fifty dollars (+/- 10% of the T&M fee and No/100 U. S. Dollars ($_$10,850 +/- 10% of T&M fee). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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).

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 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 vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, 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 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 not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

7. 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 misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to 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 relevant 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.

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

8. 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.

9. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

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

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

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

10. 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.

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

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.

12. 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.

13. 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, 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.

14. 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 Contract agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

15. 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.

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 County 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 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.

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 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.

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:

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: Center for Energy and Environment
212 N 3rd Ave, Suite 560
Minneapolis, MN 55401

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 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.

23. 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.

24. RECORDS.

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.

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., § 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: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Introduction

The Gunnison Valley Building Code Collaborative (GVBCC), and its four communities of Gunnison County, the City of Gunnison, the Town of Crested Butte, and the Town of Mt. Crested Butte will be working with CENTER FOR ENERGY AND ENVIRONMENT (CEE), to provide training for HVAC service providers in developing contractor training in Western Colorado.

Objectives and goals of GVBCC - HVAC Training

To provide the latest and most accurate information to our service providers on how to properly address the current HVAC issues we are supporting such as heat pumps. This training will focus on the more technical elements of heat pump design and installation best practices as viewed by GVBCC and CEE.

1. Services/Scope of Work

Services shall be coordinated through:
CEE's Senior Technical Manager, Dan Wildenhaus, dwildenhaus@mncee.org
206-707-2584
And CEE's Program Implementation Manager, Gabrielle Rinck, grinck@mncee.org

Services are as follows:

A. Delivery content
    a. Develop training curriculum for GVBCC approval.
        i. Design Document (outline with context)
        ii. Power Point Training Deck – approximately 8 hours in length
        iii. Examples, resources, and associated collateral
B. Delivery Format
        i. In person, power point presentation
        ii. Lecture + Q&A
        iii. Will need to have one laptop or tablet per 8 enrolled attendees.
            1. CEE will provide one spare laptop
C. Content
    a. One day training
        i. Introduction and level-setting by GVBCC or other assigned stakeholder group
        ii. Mythbusting Heat Pumps - Morning
            1. What keeps you from installing more heat pumps?
                a. Heat Pumps don't work in cold climates
                b. Ductwork can't handle a heat pump
                c. Heat Pumps don't deliver comfort
                d. Costs are too high with heat pumps
                    i. Upfront costs

1. Updates on IRA incentives and localized incentives/programs
    a. CEE to work with GVBCC and stakeholders to identify most applicable incentives, programs, rebates, and tax credits
ii. Operational costs
e. Load Calculations aren't needed

iii. Heat Pump activities – Afternoon (all classroom based)
1. Activity – Determining comfort through diagnostics and inspections
2. Activity – Performing prescriptive, app driven, and online heat load calculations
3. Activity – Performing heat pump selection with the Northeast Energy Efficiency Partnerships (NEEP) Advanced Sizing Tool
4. Activity – Performing duct assessments
5. Activity – Projecting operational costs, lifetime costs, and investment recouperation

iv. Wrap up
1. GVBCC to provide closing thoughts and next steps for contractors

D. Content Approval Process
i. CEE will meet with GVBCC a minimum of 2 times in design process to tune the presentation page (1 hour each)
ii. CEE will provide a design document 6 weeks after contract finalization
iii. Presentation materials and collateral will be shared 30 days before delivery
iv. Client has two weeks for edits & response before finalized
v. Ownership of content will be shared between CEE and GVBCC
vi. CEE will provide to GVBCC a PDF of presentation for sharing within 10 business days of training

Dates

a. Single full day of training for 15 to 50 people
i. September 24th, 2024

Completion Date:
Consultant shall perform the Services for this Work Order by December 31, 2024.

Compensation:

Payment structure

A. Type of compensation- Time & Materials, Fixed Fee for **one day training only**
i. Hourly rate (s)
ii. Senior Trainer: $220
iii. Coordinator: $170

iv. **Not to exceed: $9,100***

v. **Reimbursement shall be at actual cost without mark-up.** **Actual cost to be within 10% of quoted Not to exceed.*

B. Consultant will be reimbursed for travel and accommodations.

1. **Travel cost estimate: $1,750.**

ii. **Reimbursement shall be at actual cost without mark-up.**

Total Compensation

GVBCC agrees to pay Consultant a firm-fixed budget not to exceed Ten Thousand, Eight Hundred and Fifty dollars (**$10,850** +/- 10% of T&M fee) will be charged. If travel costs can be lowered, all efforts will be made.

Invoices shall be paid in full (100%) within 30 days of final invoice.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Road Project Agreement; 24-RO-11021500-059; USDA,

Action Requested: County Manager Signature

Parties to the Agreement: USFS

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

Summary:

this Project Agreement documents the parties' cooperation in drainage improvements, parking lot enhancement, and road maintenance on NFSR 314 and 317.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 8/15/2024

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

Comments:
Legally sufficient. SO 8/13/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/13/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

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

Agenda Date: 8/20/2024

Revised April 2015

FS Agreement No. 24-RO-11021500-059

Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
GUNNISON, COUNTY OF
And The
USDA, FOREST SERVICE,
WHITE RIVER NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between Gunnison County, hereinafter referred to as "the County or the Cooperator," and the USDA, Forest Service, White River National Forest, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement #21-RO-11021500-014 executed between the parties on July 28, 2021.

Project Title: Drainage improvements, parking lot enhancement, and road maintenance.

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on July 28, 2021. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.

- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the reconstruction and/or improvement of identified schedule A roads. The work is as described in the hereby incorporated Operating plan, attached as Exhibit A, and Financial Plan, attached as Exhibit B.

III. THE COOPERATOR SHALL:

A. Perform in accordance with the Financial Plan and Operating Plan.

B. Bill the U.S. Forest Service for actual costs incurred, not to exceed **$15,000.00**.

IV. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Financial Plan and Operating Plan.

B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed **$15,000.00**, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of the County's monthly invoice. Each invoice from the County must display the total project costs for the billing period.

Each invoice must include, at a minimum:

1) County's name, address, and telephone number
2) U.S. Forest Service agreement number
3) Invoice date
4) Performance dates of the work completed (start and end)
5) Total invoice amount for the billing period

The invoice must be forwarded to:

SM.FS.asc_ga@usda.gov
U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
4000 Masthead St. NE
Albuquerque, NM 87109
FAX: 877-687-4894

Send a copy to: Daniel.Woolley@usda.gov

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Ed Casebolt 195 Basin Park Drive Gunnison, CO 81230 Telephone: 970-641-0044 FAX: 970-641-8120 Email: ecaseboltiii@GunnisonCounty.org	Chris Hill 195 Basin Park Drive Gunnison, CO 81230 Telephone: 970-641-7381 FAX: 970-641-8120 Email: chill@GunnisonCounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Daniel Woolley 900 Grand Avenue Glenwood Springs, CO 81601 Telephone: 970-945-3308 Email: daniel.woolley@usda.gov Clark Woolley 900 Grand Avenue Glenwood Springs, CO 81601 Telephone: 970-948-9803 Email: clark.woolley@usda.gov	Alex Specht, G&A Specialist 900 Grand Avenue Glenwood Springs, CO 81601 Telephone: 720-689-6932 Email: alex.specht@usda.gov

B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.

C. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over 1 year.

F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.

G. ENDORSEMENT. Any of the County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of County's products or activities.

H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

I. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

J. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

K. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).

L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through July 28, 2026 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

M. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

MATTHEW BIRNIE, County Manager — Date
Gunnison County, State of Colorado

SCOTT FITZWILLIAMS, Forest Supervisor — Date
U.S. Forest Service, White River National Forest

The authority and format of this agreement have been reviewed and approved for signature.

ALEX SPECHT — Date
U.S. Forest Service, Grants Management Specialist
Rocky Mountain Region

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

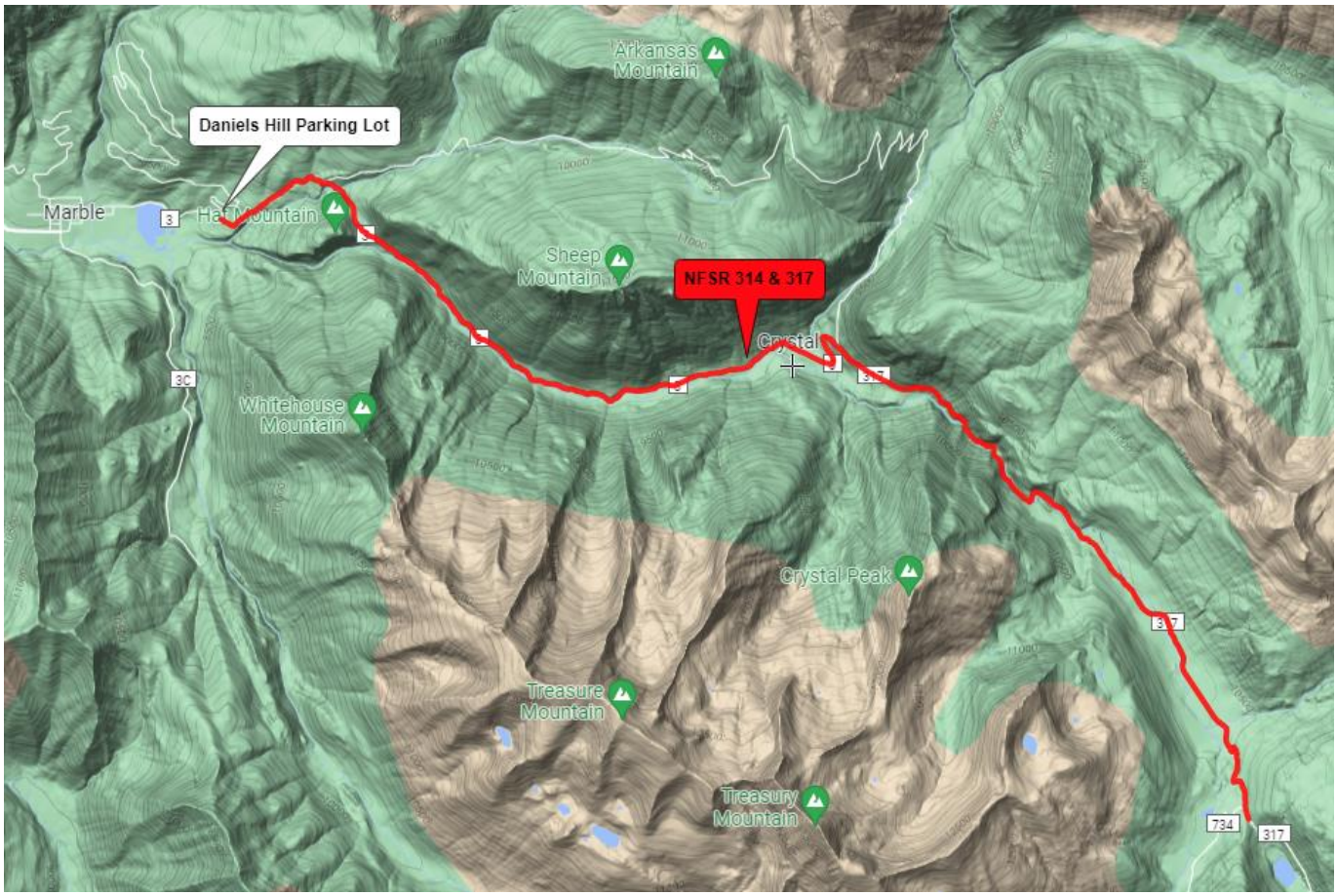
FS AGREEMENT No. 24-RO-11021500-059
ROAD IMPROVEMENTS (NFSR 314 & 317)
EXHIBIT A – OPERATING PLAN AND MAP

I. GENERAL PROJECT DESCRIPTION:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in drainage improvements, parking lot enhancement, and road maintenance on NFSR 314 and 317. Prior to commencement of the project a pre-work site visit will be conducted by the identified Forest Engineer, Forest Project Manager (White River National Forest) and identified County representative (Gunnison County Road and Bridge) or their representatives.

PROJECT LOCATION

Township 11S, Range 88W, S25; Township 11S, Range 87W, S19, S30, S32, S33, S34, S35; Township 12S, Range 87W, S1, S2, S12, S13



II. PROJECT SPECIFICS

A. **THE U.S. FOREST SERVICE SHALL**:

- Mark the limits of disturbance on the ground prior to commencement of project work.
- Provide on-site inspections at the discretion of the project manager and perform a final construction inspection of the retention and storage areas.
- Provide a technical and administrative contact for the project (see Contact Info below).
- Reimburse the County for materials, labor, and equipment costs, not to exceed $15,000 as shown in the financial plan in Exhibit B.
- Provide culvert materials for the work.

B. **THE COUNTY (GUNNISON COUNTY) SHALL:**

- Agree to perform all work included in this operating plan.
- Provide all necessary labor and equipment to perform the work.
- Provide load tickets to the project manager for tracking quantity of aggregate hauled from commercial source(s).
- Be responsible for providing and implementing all necessary erosion control materials and safety precautions, including traffic control.
- Be responsible for ensuring all personnel on site follow all applicable Federal, State and local safety, fire and environmental regulations.
- Notify U.S. Forest Service project manager upon completion of field work. Following this, County (or a representative) shall be available to participate in a final inspection by White River National Forest engineering staff. County is responsible for complying with deficiencies noted in final inspection.
- Perform work in a manner to preserve and protect roads and appurtenances, constructed features, and prevent erosion damage to roads, streams, and other Forest resources.

C. TERM OF OPERATING PLAN: The project work will be initiated during the period starting on the date of final signature and endeavored to be completed by July 28, 2026. Tree felling and vegetation clearing will be seasonally restricted to occur between July 16th and May 14th, inclusive.

D. PRINCIPAL CONTACTS. The principal contacts for this Operating Plan are:

U.S. Forest Service Technical Contact	***County Project Contact***
Name: Daniel Woolley	Name: Ed Casebolt
Address: 900 Grand Ave.	Address: 195 Basin Park Drive
City, State, Zip:	City, State, Zip:
Glenwood Springs, CO 81601	Gunnison, CO 81230
Telephone: (970) 945-3242	Telephone: 970-641-0044
FAX: (970) 945-3266	FAX: 970-641-8120
Email:Daniel.woolley@usda.gov	Email: ecaseboltiii@gunnisoncounty.com

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: Exhibit B

USFS Agreement No.: 24-RO-11021500-059

Mod. No.:

Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$848.00	$4,510.00	$4,510.00	$0.00	$9,868.00
Travel	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$40.00	$9,130.00	$9,130.00	$0.00	$18,300.00
Supplies/Materials	$7,520.00	$1,360.00	$0.00	$0.00	$8,880.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal	$8,408.00	$15,000.00	$13,640.00	$0.00	$37,048.00
Coop Indirect Costs		$0.00	$0.00		$0.00
FS Overhead Costs	$1,345.28				$1,345.28
Total	$9,753.28	$15,000.00	$13,640.00	$0.00	
Total Project Value:					$38,393.28

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 64.47%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 35.53%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Civil Engineer		$424.00	2.00		$848.00
					$0.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor					**$848.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
GOV to and from Jobsites	1.00	$20.00	2.00		$40.00
					$0.00

Non-Standard Calculation

Total Equipment					**$40.00**

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
72" CMP		40.00	$188.00	$7,520.00
				$0.00

Non-Standard Calculation

Total Supplies/Materials				**$7,520.00**

Subtotal Direct Costs	$8,408.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
16.00%	$8,408.00			$1,345.28
Total FS Overhead Costs				**$1,345.28**

TOTAL COST	**$9,753.28**

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Equipment Operator		$451.00	5.00		$2,255.00
Equipment Operator		$451.00	5.00		$2,255.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor		**$4,510.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Dump Truck	1.00	$1,440.00	2.00		$2,880.00
Roller	1.00	$1,000.00	2.50		$2,500.00
Excavator	1.00	$1,500.00	2.50		$3,750.00
					$0.00

Non-Standard Calculation

Total Equipment		**$9,130.00**

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
Gravel		68.00	$20.00	$1,360.00
				$0.00

Non-Standard Calculation

Total Supplies/Materials		**$1,360.00**

Subtotal Direct Costs	$15,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	$15,000.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	$15,000.00

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Equipment Operator		$451.00	5.00		$2,255.00
Equipment Operator		$451.00	5.00		$2,255.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor		**$4,510.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Dump Truck	1.00	$1,440.00	2.00		$2,880.00
Roller	1.00	$1,000.00	2.50		$2,500.00
Excavator	1.00	$1,500.00	2.50		$3,750.00
					$0.00

Non-Standard Calculation

Total Equipment		**$9,130.00**

Subtotal Direct Costs	$13,640.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	$13,640.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$13,640.00**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Quit Claim Deed; Gunnison County Housing Authority; Lots 1, 2, 3, 4, 5, and 6, Block 147, City of Gunnison

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Gunnison County Housing Authority

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

Summary:

Transfer of title to Sawtooth workforce housing land

Fiscal Impact: no

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 8/15/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/15/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\Hperry Discharge Date: 8/16/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 3

Agenda Date: 8/20/2024

Revised April 2015

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made this ___ day of _____, 2024, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia Avenue, Gunnison, Colorado, 81230 ("Grantor") and the GUNNISON COUNTY HOUSING AUTHORITY, whose address is 200 E. Virginia Avenue, Gunnison, Colorado 81230 ("Grantee" herein).

WITNESSETH, That Grantor, for good and valuable consideration by Grantee, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM unto Grantee and Grantee's successors, and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Gunnison, State of Colorado and as described in "Appendix A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee and Grantee's successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the date set forth above.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By:_____
Jonathan Houck, Chairperson

By:_____
Elizabeth Smith, Vice-Chair

By:_____
Laura Puckett Daniels, Commissioner

STATE OF COLORADO)
)ss.
County of Gunnison)

Acknowledged, subscribed and sworn to before me this ____ day of _____ 2024, by Jonathan Houck, Elizabeth Smith, and Laura Puckett Daniels as members of the Board of County Commissioners of Gunnison County, Colorado, Grantor herein.

Witness my hand and seal.
My commission expires:_____.

_____
Notary Public
Address:

EXHIBIT A

LEGAL DESCRIPTION

Parcel 2,

and,

Lots 1 through 6,
Block 137,

City of Gunnison, formerly Town of Gunnison and sometimes referred to as Original Gunnison or West Gunnison, described in "Sawtooth – Phase 1 Boundary Line Adjustment Plat" (reception number 690178) as Parcel 2, Replat of Fred R. Field Western Heritage Center – Gunnison County Fairgrounds, and Lots 1-6, Block 137, Amended Plat of the Town of West Gunnison, situated within the Northeast Quarter of Section 2 Township 49 North, Range 1 West of the New Mexico Principal Meridian,

County of Gunnison,
State of Colorado.

FOR INFORMATIONAL PURPOSES: Parcel 2: 400 to 500 block of S. 14th Street / APN R074377; Lots 1-6 of Block 137: 402 S. 14th Street, 404 S. 14th Street, 406 S. 14th Street, 408 S. 14th Street, 410 S. 14th Street and 412 S. 14th Street / APN: R074371, R074372, R074373, R074374, R074375, R074376.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement; Sawtooth Workforce Housing; Gunnison County Housing Authority

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Gunnison County Housing Authority

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

Summary:

Loan document for 2024 budgeted Loan from General Fund to Gunnison County Housing Authority. Consider after Deed of Trust

Fiscal Impact: yes

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

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 8/15/2024

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

Comments:
Legally sufficient. SO 8/15/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/15/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\Hperry Discharge Date: 8/16/2024

( ) Consent Agenda (•) Regular Agenda ( ) Worksession Time Allotted: 2

Agenda Date: 8/20/2024

Revised April 2015

INTERGOVERNMENTAL AGREEMENT
FOR SAWTOOTH WORKFORCE HOUSING

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") made effective on this ____ day of _____, 2024, between the **COUNTY OF GUNNISON, STATE OF COLORADO,** "Gunnison County" and the **GUNNISON COUNTY HOUSING AUTHORITY** "GHA."

RECITALS

WHEREAS, the parties agree that it is in the best interests of their residents and constituents to increase the availability of housing within the County and to provide affordable and workforce housing; and

WHEREAS, GHA recently completed the building of the Sawtooth I workforce housing complex; and

WHEREAS, GHA has begun construction on the building of Sawtooth II workforce housing complex; and

WHEREAS, GHA requires additional capital to complete the Sawtooth II workforce housing complex; and

WHEREAS, GHA wishes to borrow and Gunnison County wishes to lend to GHA for a sum of Five Million ($5,000,000.00) dollars; and

WHEREAS, GHA wishes to repay this loan in installments applying a 2.5% interest rate over a term of 20 years;

NOW, THEREFORE, Gunnison County and GHA in consideration of the agreements and covenants set forth herein, do hereby enter into this Agreement for a Promissory Note of Five Million ($5,000,000) dollars:

SECTION I
TERM OF AGREEMENT

THIS AGREEMENT shall continue in perpetuity until terminated in accordance with Section III below.

SECTION II
OBLIGATIONS OF GHA

Gunnison County and GHA agree to the following terms:

1. IN SATISFACTION OF THIS NOTE, GHA promises to pay Gunnison County the principal sum of Five Million ($5,000,000.00) dollars, with interest on the unpaid principal

balance from the date of execution of this AGREEMENT, until paid in full, at the rate of 2.5% percent per annum. Principal and interest shall be payable at Gunnison County, 200 E. Virginia Avenue, Gunnison, Colorado, 81230, or such other place as Gunnison County may designate, in 40 payments of One Hundred Ninety-Four Thousand, Three Hundred and Twenty-Three Dollars and Nine Cents (U.S. $194,323.09), due on the first day of July and January of each year, beginning July 1, 2025. Such payments shall continue until the entire indebtedness evidenced by this Note is fully paid; provided, however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on January 1, 2045.

2. GHA shall pay to Note Holder a late charge of 1.5% of any payment not received by Gunnison County within Ten days after the payment is due.

3. Payments received for application to this Note shall be applied first to the payment of late charges, if any, second to the payment of accrued interest at the default rate specified below, if any, third to accrued interest first specified above, and the balance applied in reduction of the principal amount hereof.

4. If any payment required by this Note is not paid when due, or if any default under any Deed of Trust securing this Note occurs, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of Gunnison County (Acceleration); and the indebtedness shall bear interest at the rate of 2.5 percent per annum from the date of default. Gunnison County shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorneys' fees.

5. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty except any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments.

SECTION III
TERMINATION

This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

SECTION IV
NO WAIVER OF 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 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 Counties in relation to this Agreement.

SECTION V
NON-ASSIGNABILITY

Neither party shall assign, sublet or transfer this Agreement or any interest therein to any other party without the prior written consent of both parties to this Agreement, which consent shall not be unreasonably withheld.

SECTION VI
BINDING EFFECT, RELATIONSHIP OF PARTIES, ASSIGNMENT

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. This Agreement shall not be assigned by any party without the prior written consent of all parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement. 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.

SECTION VII
EXECUTION OF THIS AGREEMENT

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. Each party represents that all procedures necessary to authorize such party's execution of this Agreement have been or shall be performed and that the person signing for such party has been or shall be authorized to execute the Agreement.

SECTION VIII
INFORMATIONAL OBLIGATIONS.

Each party 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.

SECTION IX
AMENDMENTS

Any and all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

SECTION X
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.

IN WITNESS WHEREOF the parties hereto agree to the foregoing Agreement.

APPROVED on _____, 2024 by Gunnison County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
OF COUNTY OF GUNNISON,

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____

Deputy Clerk

APPROVED on _____, 2024 by Gunnison County Housing Authority.

GUNNISON COUNTY HOUSING AUTHORITY,

By: _____
Matthew Birnie, Executive Secretary

ATTEST:

_____

Deputy Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Cash Transfer Report July 2024

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Cash Transfer Report July 2024

Fiscal Impact: 9,039,971.46

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 8/15/2024

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

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

Agenda Date: 8/20/2024

Revised April 2015

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
July-24

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(1,140,732.45)
130	95 11122	General - Payroll Account	1,440,526.97	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	(3,942,992.45)
002	02 11900	Road & Bridge	0.00	(472,425.55)
003	03 11900	Human Services	20,594.02	0.00
004	04 11900	Public Health Agency	14,347.80	0.00
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	(35,124.23)
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	(397,866.62)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	221,894.40	0.00
013	13 11900	Land Preservation	72,968.94	0.00
030	30 11900	Mosquito Control	0.00	(15,766.90)
032	32 11900	Sage Grouse Trust	8,170.90	0.00
034	34 11900	Risk Management	0.00	(6,337.41)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(225,995.81)
050	50 11900	Gunnison County Sewer	0.00	(240,741.78)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	79,647.88	0.00
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(191,913.09)
125	52 11101	Solid Waste - Landfill Closure	8,713.68	0.00
126	52 11102	Solid Waste - Landfill Const	32,627.48	0.00
070	70 11900	Housing Authority	0.00	(1,204,958.61)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(13,167.42)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	372,902.50	0.00
082	82 11900	ISF-II	0.00	(994.97)
090	90 11900	Health Insurance Trust	0.00	(246,923.55)
115	90 11101	Health Insurance Claims	450,304.69	0.00
091	91 11900	Local Marketing District	0.00	(123,578.44)
092	92 11900	Transportation Authority	0.00	(776,024.26)
093	93 11900	Public Trustee Agency	0.00	(4,427.92)
145	95 11121	Accounts Payable Clearing	6,317,272.20	0.00
		TOTALS	**$ 9,039,971.46**	**$ (9,039,971.46)**

TRANSFER FOR JOURNAL ENTRIES:
407140, 407141, 407142, 406059, 406060, 405752, 406455, 406438, 405753, 406457, 406540, 405756, 407108, 406632, 405760, 407140, 406664, 407238, 407264, 406694, 407278, 407279, 407280, 407349, 407350, 407356, 407361, 407488, 407487, AP, GBI, GNI 407357, 407360, UBB,

PREPARED BY: _____ DATE: AUG 9 2024

AUTHORIZED BY: _____ DATE: 8/9/24

RECEIVED BY TREASURER: _____ DATE: 8-9-24

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report

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: 8/15/2024

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

Agenda Date: 8/20/2024

Revised April 2015

Gunnison County Treasurer
InvestMonthlyent Report
31-Jul-24

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	110,973.31			Cash	
BMO	1101	382,120.10	0.00%		Chkg	
BMO CC	1103	354,805.90	0.00%		Chkg	
BMO MM	1104	1,688,493.80	3.75%		MM	
BMO Sheriff Account	1109	43,718.39	0.00%		Chkg	
Wells Fargo Warrant Clearing	1145	1,738,801.67	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	3,067,248.73	0.00%		Chkg	
Colotrust Plus	1118	404,339.82	5.42%		Pool	
C-Safe	1121	2,599,564.70	5.40%		Pool	
Community Banks of Colorado MM	1320	360,052.81	3.50%		MM	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	249,586.91	1.98%			
TOTAL CASH AND CHECKING		11,153,867.82		22.61%		
INVESTMonthlyENTS						
Live Oak Bank 6HN7	1284					
BMO Harris Bank XAN0	1259					
Flagstar Bank E3X3	1256					
Celtic Bank RRH2	1306	233,356.86	1.85%		CD	8/30/24
BMW Bank AD68	1343	228,317.70	0.65%		CD	9/17/24
Community Bank 5908	1202	256,004.26	1.30%		CD	9/19/24
Community Bank 7786	1203	248,390.69	1.30%		CD	9/19/24
InBank Bank 9156	1402	228,909.30	4.91%		CD	9/21/24
FHLB AMXJ6	1234	463,920.00	0.50%		AG	9/30/24
Raymond James Bank	1293	232,245.79	1.85%		CD	11/26/24
Redstone Bank	1449	246,046.06	5.12%		CD	12/15/24
Community Bank 1715	1159	245,000.00	4.89%		CD	12/22/24
FHLB AMTQ5	1236	323,214.50	0.50%		AG	12/30/24
FHLBB AQ5F6	1224	465,480.00	1.10%		AG	12/30/24
Morgan Stanley RRBB	1338	231,988.29	1.90%		CD	1/2/25
Gunnison Bank and Trust	1283	268,019.88	2.00%		CD	1/27/25
Western States Bank	1309	521,079.15	4.35%		CD	2/17/25
FHLB AR6F3	1219	471,560.00	2.00%		AG	3/24/25
Capital One Bank RPN5	1271	228,196.43	1.45%		CD	4/15/25
FHLB ALW26	1237	457,480.00	0.75%		AG	4/22/25
FFCB EMZW5	1233	456,750.00	0.73%		AG	5/19/25
Park State Bank VAB7	1265	224,038.53	0.90%		CD	5/22/25
Texas Exchange Bank THU7	1263	224,063.28	1.00%		CD	6/19/25
FHLMC GXXR0	1211	488,045.00	3.32%		AG	6/30/25
Toyota Financial Savings MJS1	1264	223,248.65	0.80%		CD	6/30/25
FHLB ASGP8	1215	499,035.00	4.10%		AG	7/14/25
FHLMC GXZT4	1216	490,210.00	4.00%		AG	7/14/25
Bank of Baroda HMT7	1260	221,911.44	0.65%		CD	7/22/25
Synchrony Bank EXB81	1208	237,908.96	3.40%		CD	7/29/25
FHLB ALM43	1241	451,300.00	0.75%		AG	9/30/25
FHLB AR7M7	1221	466,835.00	2.00%		AG	9/30/25
JP Morgan UNC9	1250	218,417.50	0.40%		CD	9/30/25
FHLMC GXAP9	1248	448,370.00	0.60%		AG	11/12/25
FAMC 2B3F5	1246	268,851.00	0.60%		AG	11/20/25
FHLB AMTZ5	1235	314,405.00	0.75%		AG	11/28/25
FFCB EMJT0	1245	438,456.90	0.60%		AG	12/9/25
FHLBB AQFB4	1223	456,205.00	1.00%		AG	12/30/25
FHLB AKWS1	1243	442,880.00	0.53%		AG	2/17/26
US Treasury 2CBQ3	1218	446,055.00	0.50%		T	2/28/26
Ally Bank GM42	1191	245,000.00	5.05%		CD	3/23/26
FHLB ALMM3	1242	448,120.00	1.00%		AG	3/30/26
FHLB ALV68	1240	448,560.00	1.03%		AG	3/30/26
FHLB ALW67	1238	448,735.00	1.10%		AG	4/22/26
FHLB AMDV1	1236	447,380.00	1.05%		AG	5/12/26
FHLB AMDY5	1235	446,545.00	1.00%		AG	5/20/26
FHLB AMJN3	1234	447,040.00	1.03%		AG	5/26/26
US Treasury CCF68	1210	446,465.00	0.75%		T	5/31/26
Discover Bank 3N361	1209	237,220.02	3.45%		CD	7/29/26
FHLB ANG95	1227	446,265.00	1.25%		AG	8/24/26
FHLB ANJK7	1229	881,350.00	0.875%		AG	8/25/26
FFCB ENN89	1200	496,585.00	4.87%		AG	9/28/26
FHLB ATBS5	1204	492,915.00	4.00%		AG	9/29/26
FHLMC GX2D5	1205	492,385.00	4.15%		AG	9/29/26
First Natl Bank of America YUJ2	1228	214,819.43	0.85%		cd	9/30/26
FHLB APH40	1226	440,915.00	1.06%		AG	10/21/26
FHLB APLK9	1225	444,085.00	1.28%		AG	10/28/26
FHLB AUN59	1196	500,000.00	5.00%		AG	1/28/27
US Treasury 8Z781	1222	451,875.00	1.50%		T	1/31/27
FHLB AUWR1	1193	500,000.00	5.25%		AG	2/23/27
Bridgewater Bank NJ60	1190	245,000.00	4.85%		CD	3/29/27
FHLB ARC33	1220	549,798.00	2.30%		AG	3/29/27
United Fidelity Bank GA56	1189	245,000.00	4.90%		CD	3/30/27
FHLB AVKD3	1176	500,000.00	5.00%		AG	4/12/27
FHLMC GYBP2	1173	500,000.00	5.13%		AG	4/26/27
FHLB ARUR0	1217	473,410.00	3.20%		AG	5/10/27
FHLMC GYTW2	1168	500,000.00	5.30%		AG	6/14/27
American Express AD582	1214	236,160.15	3.40%		CD	6/29/27
Capital One Bank USA HF75	1213	236,725.61	3.45%		CD	6/29/27
FHLMC GXYD0	1212	484,060.00	3.25%		AG	6/30/27
FHLMC GYVX7	1167	500,000.00	5.45%		AG	7/12/27
FHLMC GXN91	1207	686,035.50	4.00%		AG	8/24/27
FFCB ENV23	1198	498,810.00	5.48%		AG	10/25/27
FHLMC GYQL9	1171	500,000.00	5.38%		AG	11/3/27
FFCB EPJ309	1491	250,000.00	5.38%		AG	12/6/27
FHLB AUUA0	1194	500,000.00	5.00%		AG	2/9/28
Gunnison Savings and Loan 8721	1335	500,000.00	2.84%		CD	2/14/28
FHLB AUZU1	1192	500,000.00	5.50%		AG	3/8/28
FHLB AVK50	1175	500,000.00	5.00%		AG	4/24/28
FHLB AVQF2	1172	500,000.00	5.00%		AG	4/24/28
FHLB AVLU4	1174	500,000.00	4.85%		AG	4/25/28
FHLBB AW5X4	1170	500,000.00	5.15%		AG	5/24/28
FHLMC GYT77	1169	500,656.25	5.25%		AG	6/5/28
FHLMC GYZ35	1164	498,000.00	5.25%		AG	8/9/28
FHLB AX5W4	1160	300,000.00	5.70%		AG	9/18/28
FFCE EPYE96	1157	500,000.00	5.93%		AG	10/11/28
FHLB AXHF8	1156					
Morgan Stanley DGT9	1488	243,000.00	5.05%		CD	11/8/28
FHLMC H1LB7	1490	500,291.67	5.25%		AG	12/4/28
FHLB AXXH6	1154	550,000.00	5.00%		AG	12/6/28
FFCB EPU29	1492	500,000.00	5.44%		AG	1/9/29
FHLMC H1RN5	1493	250,473.96	5.25%		AG	2/7/29
FFCB EP6X8	1494	500,000.00	5.37%		AG	4/2/29
FFCB ERCW9	1495	500,000.00	5.63%		AG	4/30/29
FHLB 1AC1	1496	600,088.33	5.30%		AG	5/1/29
FFCB ERFL0	1497	500,000.00	5.52%		AG	5/29/29
FHLMC H1X57	1498	548,181.94	5.00%		AG	6/12/29
FHLB ALA53	1244	443,540.00	0.60%		AG	2/25/26
TOTAL INVESTMonthlyENTS		38,181,686.03		77.39%		
Cash per Treasurer's Ledger		49,335,553.85		100.00%		
Plus Pending Disbursements		4,593.89				
Total Due to All Funds		49,340,147.74				

TREASURER'S MONTHLY REPORT FOR JULY 2024

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	$	$	$	$
Due from Tre-County General	14,675,875.78	1,089,975.35	(1,553,116.68)	14,212,734.45
Due from Tre-Road & Bridge	4,796,011.79	57,730.36	(472,631.12)	4,381,111.03
Due from Tre-Human Services	1,001,935.15	65,256.36	(456.06)	1,066,735.45
Due from Tre-Public Health Agency	107,892.94	32,691.13	(178.41)	140,405.66
Due from Tre-Conservation Trust	293,745.19	1,052.57	-	294,797.76
Due from Tre-Bond Fund	35,134.23	0.04	(35,124.23)	10.04
Due from Tre-Airport	1,238,956.05	83,821.23	(399,693.59)	923,083.69
Due from Tre-Sales Tax	4,597,072.66	242,789.04	(36.14)	4,839,825.56
Due from Tre-Land Preservation	1,744,484.89	79,481.39	-	1,823,966.28
Due from Tre-Mosquito	52,505.16	2,249.59	(15,830.14)	38,924.61
Due from Tre-Sage Grouse	326,846.24	9,371.36	-	336,217.60
Due from Tre-Risk Management	-	6,411.57	(6,401.53)	10.04
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	619,435.00	1,409.80	(225,995.81)	394,848.99
Due from Tre-Sewer	1,531,712.48	199,272.16	(241,874.36)	1,489,110.28
Due from Tre-Water	689,351.84	82,684.69	-	772,036.53
Due from Tre-Solid Waste	305,895.83	319,925.77	(195,096.97)	430,724.63
Due from Tre-Housing Authority	1,881,411.80	2,423.92	(1,204,958.61)	678,877.11
Due from Tre-Gunn Sr Housing	226,101.93	763.00	(13,167.42)	213,697.51
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	131,304.14	375,473.44	(7.62)	506,769.96
Due from Tre-Internal Service II	159,255.03	556.34	(3,994.97)	155,816.40
Due from Tre-Insurance Trust	2,423,314.27	10,343.03	(246,923.55)	2,186,733.75
Due from Tre-Local Marketing District	1,374,514.09	4,482.46	(123,578.44)	1,255,418.11
Due from Tre-Rural Trans Auth	4,967,879.36	19,132.66	(776,065.24)	4,210,946.78
Due from Tre-Public Trustee Agency	19,489.35	4,000.00	(4,467.92)	19,021.43
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	-	200.00	(200.00)	-
Due from Tre-Treas Fees	-	45,231.49	(45,231.49)	-
Due from Tre-Health Claims	141,793.85	456,364.48	(434,471.89)	163,686.44
Due from Tre-Landfill Closure	1,297,860.97	13,395.51	-	1,311,256.48
Due from Tre-Landfill Cons Resv	1,685,363.24	38,783.53	-	1,724,146.77
Due from Tre-Payroll Clearing	5,000.00	2,881,262.46	(2,881,151.19)	5,111.27
Due from Tre-Sewer Reserve	196,037.74	-	-	196,037.74
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,992.28	50.14	-	14,042.42
Due From Tre-Housing Authority Restricted Deposits	40,450.96	-	-	40,450.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,609,117.27	6,317,272.20	(6,650,657.42)	1,275,732.05
Due from Tre-Finance Revenue Clearing	123,297.20	4,015,707.41	(3,942,992.45)	196,012.16
Due from Tre-Water Resource	49,123.92	176.02	-	49,299.94
Due from Tre-Workforce Impact Fees	393,493.42	1,410.00	-	394,903.42
Due from Tre-Living Community	175,930.38	30,598.01	(177,022.90)	29,505.49
COUNTY FUNDS TOTAL	49,290,994.62	16,491,748.51	(19,651,326.15)	46,131,416.98
CITIES AND TOWNS	$	$	$	$
Due from Tre-Crested Butte General	67,000.26	16,224.26	(67,570.64)	15,653.88
Due from Tre-Crested Butte Street/Alley	247,719.58	35,405.07	(250,505.97)	32,618.68
Due from Tre-Gunnison City General	89,449.85	20,280.42	(89,796.87)	19,933.40
Due from Tre-Marble General	9,205.87	2,211.48	(9,245.99)	2,171.36
Due from Tre-Mt Crested Butte General	321,023.97	85,415.98	(329,175.75)	77,264.20
Due from Tre-Pitkin General	3,090.28	522.04	(3,097.36)	514.96
CITIES AND TOWNS TOTAL	737,489.81	160,059.25	(749,392.58)	148,156.48
SCHOOLS	$	$	$	$
Due from Tre-Gunn RE1J Gen	220,923.98	695,628.39	(242,019.42)	674,532.95
Due from Tre-Gunn RE1J Bond	39,572.48	293,816.86	(49,105.46)	284,283.88
Due from Tre-Delta 50J General	10,950.68	11,525.38	(10,958.10)	11,517.96
Due from Tre-Delta 50J Bond	200.82	452.97	(200.82)	452.97
Due from Tre-Montrose RE1J General	1,653.78	6,015.05	(1,666.41)	6,002.42
Due from Tre-Montrose RE1J Bond	56.07	491.08	(56.07)	491.08
Due from Tre-Reij 2014 Mill Override	10,490.42	78,503.11	(13,631.52)	75,362.01

SCHOOLS TOTAL	283,848.23	1,086,432.84	(317,637.80)	1,052,643.27
IMPROVEMENT DISTRICTS	**$**	**$**	**$**	**$**
Due From Tre-Gunn Rising #2	779.94	692.64	(779.94)	692.64
Due From Tre-Gunn Rising #3	3.08	2.73	(3.08)	2.73
Due From Tre-Gunn Rising #4	2.40	2.13	(2.40)	2.13
Due from Tre-CO River Water CD	96,706.64	19,276.32	(97,784.13)	18,198.83
Due from Tre-Reserve MD2	26,778.42	4,328.41	(26,885.93)	4,220.90
Due from Tre-Mt Crested Butte DDA	210,076.98	46,270.70	(211,465.11)	44,882.57
Due from Tre-Bostwick Park Water CD	382.90	23.21	(383.14)	22.97
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	121,986.82	19,982.96	(122,526.89)	19,442.89
Due from Tre-Mt CB Water/San	190,335.82	49,720.25	(195,212.06)	44,844.01
Due from Tre-East River Regional SD	18,488.19	5,551.81	(18,640.10)	5,399.90
Due from Tre-Cemetery	39,965.78	8,123.25	(40,186.83)	7,902.20
Due from Tre-Gunn Co Metro Rec Dist	171,528.04	37,281.93	(173,643.67)	35,166.30
Due from Tre-N Fork Water CD	8,726.87	195.14	(8,728.71)	193.30
Due from Tre-Skyland MD	108,055.63	25,032.59	(108,703.12)	24,385.10
Due from Tre-Upper Gunn Water CD	330,350.90	72,038.52	(334,462.56)	67,926.86
Due from Tre-Crested Butte Fire PD	909,750.91	203,378.92	(924,016.90)	189,112.93
Due from Tre-Gunn Co Fire PD	153,476.40	32,341.90	(154,361.42)	31,456.88
Due from Tre-Carbondale & Rural Fire PD	49,501.38	8,956.49	(49,814.61)	8,643.26
Due from Tre-Ragged Mt Fire PD	40,954.22	862.66	(40,962.43)	854.45
Due from Tre-Arrowhead Fire PD	12,555.40	3,089.05	(12,637.83)	3,006.62
Due From Tre-Library General Fund	419,268.50	83,461.32	(423,833.72)	78,896.10
Due From Tre-Reserve MD#2 BOND 2016A	76,705.63	12,634.31	(77,012.30)	12,327.64
Due From Tre-North Fork Ambulance Health Service Di	93,290.14	2,284.96	(93,311.01)	2,264.09
Due From Tre-Reserve MD #2 BOND 2016B	10,451.78	1,689.28	(10,493.75)	1,647.31
Due From Tre-Reserve MD #2 BOND 2016C	9,284.58	1,500.77	(9,321.86)	1,463.49
Due From Tre-Crested Butte Fire PD Bond	287,601.16	64,779.81	(292,593.72)	59,787.25
Due From Tre-Gunn Co Metro Rec North	230,739.10	49,780.90	(232,521.20)	47,998.80
IMPROVEMENT DISTRICTS TOTAL	3,617,747.61	753,282.96	(3,660,288.42)	710,742.15
MISC CONTROL	**$**	**$**	**$**	**$**
Due from Tre-Clerk & Recorder	569,081.15	763,356.59	(661,375.14)	671,062.60
Due from Tre-Clerk Sales Tax	-	50,804.55	(50,804.55)	-
Due from Tre-SOT	-	304,189.39	(304,189.39)	-
Due from Tre-State Auto	-	301,188.08	(301,188.08)	-
Due from Tre-Clerk ST Domestic Abuse	-	660.00	(660.00)	-
Due from Tre-Clerk State Registrar	-	99.00	(99.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	650.00	(650.00)	-
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	-	176,799.56	(176,799.56)	-
Due from Tre-Treas Deed	1,387.87	500.00	(52.00)	1,835.87
Due from Tre-Unused Remittances	537,588.24	-	(131.89)	537,456.35
Due from Tre-Elected Official Fees Clrg	10,576.58	49,333.79	(44,561.95)	15,348.42
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	1,190,079.46	1,647,580.96	(1,540,511.56)	1,297,148.86
GRAND TOTALS	**55,120,159.73**	**20,139,104.52**	**(25,919,156.51)**	**49,340,107.74**

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 July 2024.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

The 2023 Petition for Abatement is a denial for account R013970.

Fiscal Impact:

Submitted by: Kate Aldridge **Submitter's Email Address:** kaldridge@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 8/8/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/8/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/8/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 8/20/2024

Revised April 2015

PETITION FOR ABATEMENT OR REFUND OF TAXES

RECEIVED
FEB 26 2024
BY: KNC

County: _____

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 02 (Month) 18 (Day) 2024 (Year)

Petitioner's Name: LAURA PORAKOVA - DIMBERIO

Petitioner's Mailing Address: 127 PALISADE CIR.

MANITOU SPRINGS (City or Town) COLORADO (State) 80829 (Zip Code)

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
2917262100007	9 HOKA HEY TRAIL MARBLE 81623
R013970	LOT 6, MARBLE SKI AREA 4

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2023 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: $ 122,100 (Value) 2023 (Year)

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Laura Porakova-Dimberio
Petitioner's Signature

Daytime Phone Number (719) 685-5800

Email gldimberio@aol.com

By _____
Agent's Signature*

Daytime Phone Number (____) _____

Printed Name: _____

Email _____

***Letter of agency must be attached when petition is submitted by an agent.**

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: **Assessor's Recommendation**
(For Assessor's Use Only)

Tax Year _____

	Actual	Assessed	Tax
Original			
Corrected			
Abate/Refund			

☐ **Assessor recommends approval as outlined above.**

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: 2023 **Protest?** ☐ **No** ☐ **Yes (If a protest was filed, please attach a copy of the NOD.)**

☒ **Assessor recommends denial for the following reason(s):**
Economic Area 8 sales support the value.

Kirby
Assessor's or Deputy Assessor's Signature

15-DPT-AR No. 920-66/17

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to $10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of $10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

Tax Year _____

	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

_____ _____
Petitioner's Signature **Date**

_____ _____
Assessor's or Deputy Assessor's Signature **Date**

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:
Month Day Year

_____

_____

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ ***(being present--not present)*** and
Name

Petitioner _____ ***(being present--not present)***, and WHEREAS, the said
Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board ***(agrees--does not agree)*** with the recommendation of the Assessor, and that the petition be ***(approved--approved in part--denied)*** with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund

_____
Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, _____.
Month Year

_____
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than $10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator

(For all abatements greater than $10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby
☐ Approved ☐ Approved in part $_____ ☐ Denied for the following reason(s):

_____ _____ _____
Secretary's Signature Property Tax Administrator's Signature Date

2/18/2024
Laura Porakova-Dimberio
Account # R013970
Parcel # 291726210007
9 Hoka Hey Trail, Marble 81623

To Whom it May Concern:

I am petitioning for abatement on our property taxes as our property is being over-evaluated based on recent residential sales in Gunnison County Economic Area 8. Our property is a total 512 square feet on .68 acres. The most comparable recent residential sale was a 2bd/1ba/ sold on 10/29/21 for $345,000, square footage 1,266. The property is 2 1/2 times larger than our property. Additionally we do not have a well, we have only basic utilities. I believe that our actual valuation should be close to last year's tax rate, approximately $122,100 with full completion.

Please see page 2 of Board of Assessment Appeals, stipulation #8, Docket #: 79052

Please see our architectural floor plan.

Please see recent residential sales in our area.

Please see last years property tax statement.

Thank you for your assistance in this matter.

Laura Porakova-Dimberio

Laura Porakova-Dimberio

BOARD OF ASSESSMENT APPEALS
STATE OF COLORADO

Docket Number: 79052
Single County Schedule Number: R013970

STIPULATION (As to Tax Year 2019 Actual Value)

LAURA PORAKOVA-DIMBERIO
Petitioner,

vs.

GUNNISON COUNTY BOARD OF EQUALIZATION,
Respondent.

Petitioner(s) and Respondent hereby enter into this Stipulation regarding the tax year 2019 valuation of the subject property, and jointly move the Board of Assessment Appeals to enter its order based on this Stipulation.

Petitioner(s) and Respondent agree and stipulate as follows:

1. The property subject to this Stipulation is described as:

   LOT 6, MARBLE SKI AREA 4

2. The subject property is classified as Residential use.

3. The County Assessor originally assigned the following actual value to the subject property for tax year 2019:

Residential Land	$ 68,800.00
Residential Improvements	$ 194,230.00
Total	$ 263,030.00

4. After a timely appeal to the Assessor's Office, the Assessor's Office valued the subject property as follows:

Residential Land	$ 68,800.00
Residential Improvements	$ 19,420.00
Total	$ 88,220.00

5. After a timely appeal to the Board of Equalization, the Board of Equalization valued the subject property as follows:

Residential Land	$ 57,500.00
Residential Improvements	$ 19,420.00
Total	$ 76,920.00

6. After further review and negotiation, Petitioner(s) and County Board of Equalization agree to the following tax year 2019 actual value for the subject property:

Residential Land	$ 57,500.00
Residential Improvements	$ 7,420.00
Total	$ 64,920.00

7. The valuation, as established above, shall be binding only with respect to tax year 2019.

8. Brief narrative as to why the reduction was made:

The Assessor originally valued this newly constructed residential property at $263,030 based on 100% completion prior to January 1st 2019. Under appeal it was determined that it was only 10% complete on that date. Based on the property's unusually small size, basic utility, and further analysis of the most relevant comparable sales, the parties agree that the value of the property at 100% completion would be $131,690. With the improvement at 10% complete, this corresponds to a 2019 actual value of $64,920.

9. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on August 18th, 2020 be vacated.

DATED this 14th day of July, 2020.

Laura Porakova-Dimberio

Petitioner(s) or Agent or Attorney
Respondent,

Address:
127 Palisade Circle
Manitou Springs, CO. 80829

Telephone: 719-685-5800

David Baumgarten, County Attorney for
Gunnison County Board of Equalization

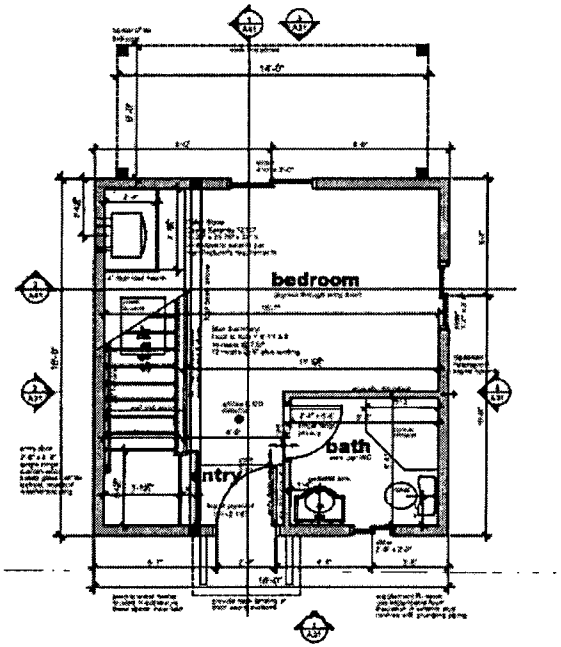
Address:
200 E Virginia Ave
Gunnison, CO 81230

Telephone: (970) 641-5300

Kristy McFarland, County Assessor
Address:
221 N Wisconsin St, Suite A
Gunnison, CO 81230

Telephone: (970) 641-1085

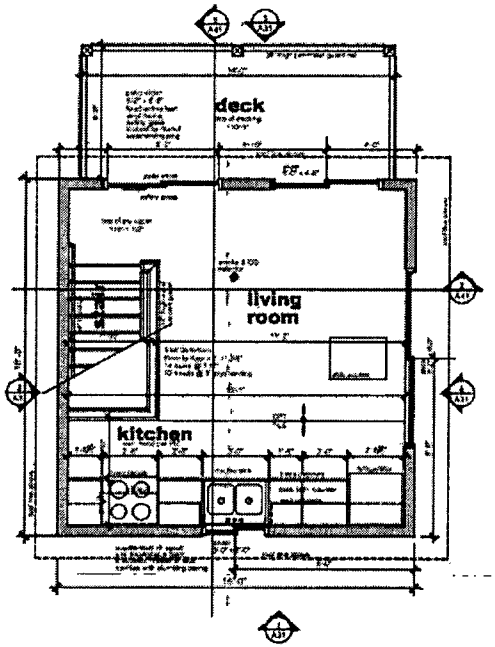
Docket Number: 79052



Livable 256 SF

Main Floor Plan

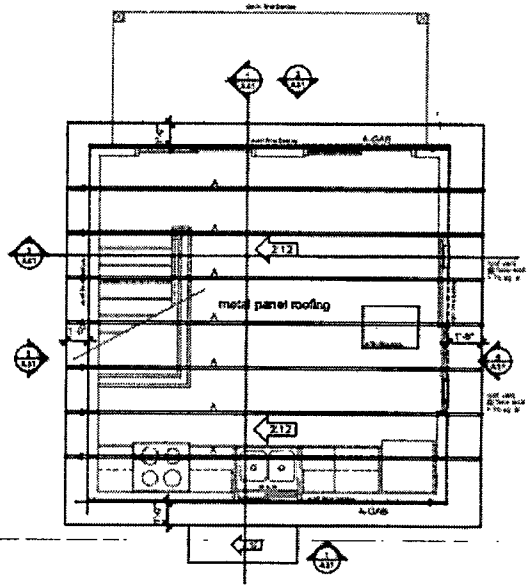
scale: 3/8" = 1'-0"



Livable 229 SF
Deck 84 SF

Upper Floor Plan

scale: 3/8" = 1'-0"



Roof Plan

scale: 3/8" = 1'-0"

Roof Plan Notes

Vented Roof 256 SF
Required net sq. in. (256/300)*144) 123 sq. in
2 roof vents 140 sq. in
Provided net sq. in 140 sq. in

Dimberio Cabin
284 West Village Drive
Marble, Colorado

Construction
Building Plans

Date: 09-11-2015
04-17-2015

A21

All drawings, plans and specifications are instruments of service provided by Jeff Jochem Architecture P.C. and remain the property of the Architect. These instruments of service may not be reused

0 1 2 4 6 10



Zillow

Edit Save

2 bd | 1 ba | 1,266 sqft

710 W Main St, Marble, CO 81623

Sold

: $345,000 | Sold on 10/29/21 | Zestimate®: **$547,300**

Est. refi payment: $2,019/mo **Refinance your loan**

Home value | Owner tools | Home details | Neighborhood deta

Get pre-qualified for a loan

At Zillow Home Loans, we can pre-qualify you in as li with no impact to your credit score.

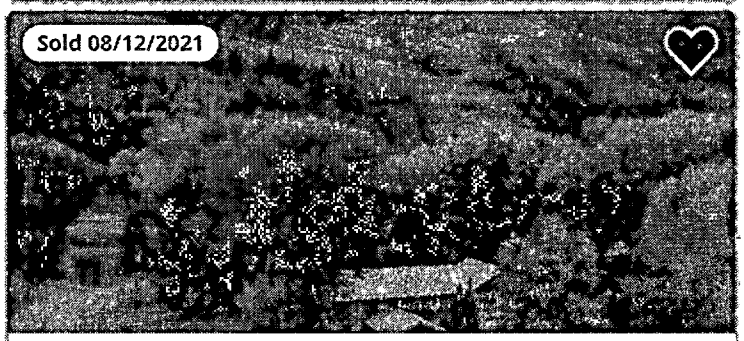
Start now

An equ

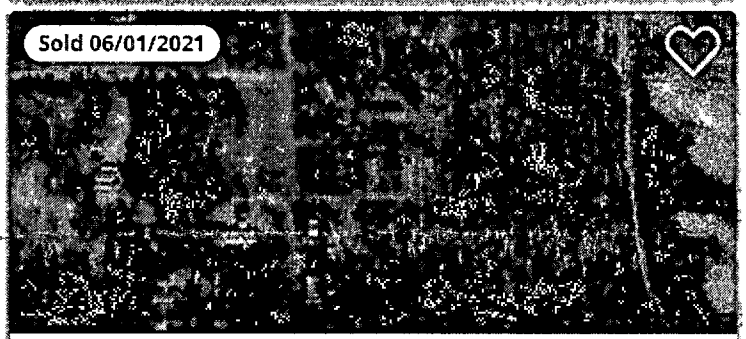
Home value

Zestimate ra

$345,000
2 bds 1 ba 1,266 sqft - Sold
710 W Main St, Marble, CO 81623



$995,000
5 bds 4 ba 3,799 sqft - Sold
200 E State St, Marble, CO 81623
COLDWELL BANKER MASON MORSE-REDSTONE



$400,000
2 bds 1 ba 1,488 sqft - Sold
101 E State St, Marble, CO 81623



$241,000
1.52 acres lot - Sold
Slate Dr, Carbondale, CO 81623
ASPEN SNOWMASS SOTHEBY'S INTERNATIONAL REALTY - CARBONDALE

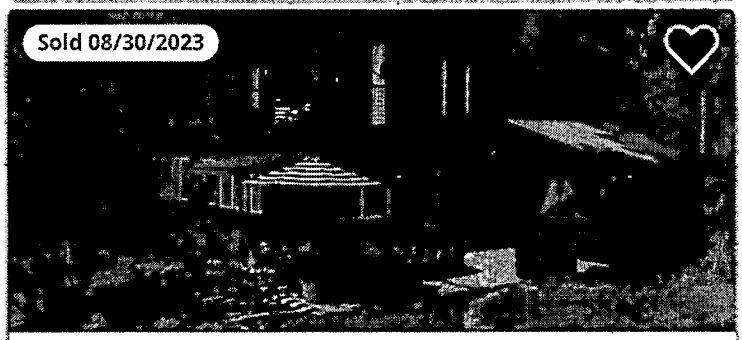


$600,000
3 beds | **2** ba | **1,745** sqft - Sold
213 E Park St, Marble, CO 81623





7 W State St, Marble, CO 81623



$750,000
2 bds 2 ba 1,608 sqft - Sold
701 W Park St, Marble, CO 81623
THE PROPERTY SHOP



$44,000
0.57 acres lot - Sold
W Main St, Carbondale, CO 81623
COLDWELL BANKER MASON MORSE-CARBONDALE



$1.15M
7 bds | 9 ba 4,802 sqft - Sold
5580 County Road 3, Marble, CO 81623
COLDWELL BANKER MASON MORSE-CARBONDALE

Sold 12/20/2022

Gunnison County
COLORADO

PROPERTY TAX STATEMENT

2022 Taxes Payable in **2023**

DEBBIE DUNBAR
GUNNISON COUNTY TREASURER
221 N WISCONSIN, STE T
GUNNISON, CO 81230
970-641-2231

ACCOUNT NUMBER: R013970 | **TAX DISTRICT: 617** | **PARCEL NUMBER: 291726210007**

TAX AUTHORITY	MILL LEVY	LEVIED TAX
Gunnison County	16.185	$137.26
RE1J School District	32.998	$279.82
Carbondale & Rural Fire Protect. Dist	12.851	$108.97
Gunnison County Library District	1.934	$16.40
Colorado River Water District	0.501	$4.25
TOTALS	**64.469**	**$546.70**

VALUATION	ACTUAL	ASSESSED
	$122,100	$8,480

ASSESSED VALUE x MILL LEVY = LEVIED TAX

LEVIED TAXES	$546.70
NON-LEVIED TAXES	
FEE(S)	

PROPERTY LOCATION
HOKA HEY TRL MARBLE 81623

LEGAL DESCRIPTION OF PROPERTY
LOT 6 MARBLE SKI AREA SUBDIVISION FILING NO. 4

ADDITIONAL PROPERTY INFORMATION
Property type: Residential

Amount Due **$546.70**

PAYMENT	DUE DATE	AMOUNT DUE
FIRST HALF	2/28/2023	**$273.35**
SECOND HALF	6/15/2023	**$273.35**
FULL PAYMENT	4/30/2023	**$546.70**

PROPERTY OWNER OF RECORD

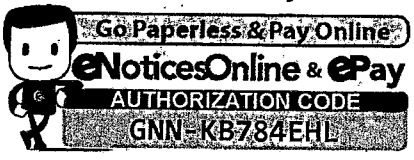
DIMBERIO LAURA PORAKOVA
127 PALISADE CIR
MANITOU SPRINGS CO 80829-2639

In absence of State Legislative Funding, your School Fund Mill Levy would have been: 42.359

Is your Mortgage Company responsible to pay your taxes? Not sure? Check with your Mortgage Company before sending payment to us.

PAYMENT MUST BE POSTMARKED BY DUE DATE TO AVOID INTEREST CHARGES.

Your cancelled check is your best receipt and saves you tax dollars. To obtain a receipt by mail, please enclose a self-addressed, stamped envelope.



THIS IS THE ONLY NOTICE YOU WILL RECEIVE
RETAIN TOP PORTION FOR YOUR RECORDS

PORAKOVA
127 PALISADE CIR.
MANITOU SPRS. CO. 80829

UNITED STATES POSTAL SERVICE

81230

U.S. POSTAGE PAID
FCM LG ENV
COLORADO SPRINGS
CO 80904
FEB 20, 2024
$1.87
R2307M152467-7

RDC 99

GUNNISON COUNTY
ASSESSOR'S OFFICE
221 N. WISCONSIN ST.
SUITE A
GUNNISON, CO. 81230

RECEIVED
FEB 26 2024
BY: KNC

2023
Gunnison County
Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate their mass appraisal results for a property that was appraised as part of the 2023 Reappraisal.

For property tax purposes, Colorado Assessor's Offices reappraise every odd-numbered year. The appraisal date for 2023 and 2024 values is June 30, 2022, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The Assessor's Office uses a technique called mass appraisal to establish property values. In mass appraisal, a large set of property sales are analyzed together to determine how characteristics such as location, size, and views influence sales price. Out of this analysis, a mathematical model is developed, which is then used to calculate a market value for all properties of the same type in the same geographic area.

The following page(s) characterize the petitioner's property and compare it to several example sales selected from the full array of sales that were used to set the value of the property.

The property being characterized for this hearing is identified as:

Property Owner:	**LAURA & GREGORY DIMBERIO**
Account Number:	**R013970**
Parcel Number:	**2917-262-10-007**
Legal Description:	**Lot 6, Marble Ski Area Subdivision, Filing No. 4**
Current Value:	**$318,150 (75% complete)**

ABATEMENT	Residential Sales Examples
2023	Inventory and Account Value Summary

OWNER: DIMBERO LAURA & GREGORY
127 PALISADE CIR
MANITOU SPRINGS, CO 80829

ACCOUNT #: R013970
PARCEL #: 2917-262-10-007
ECONOMIC AREA: 8

	SUBJECT	EXAMPLE 1	EXAMPLE 2	EXAMPLE 3
				
ACCOUNT NUMBER:	**R013970**	**R013791**	**R013071**	**R008521**
PARCEL NUMBER:	2917-262-10-007	2917-233-04-050	3253-030-14-001	3427-060-09-010
PROPERTY ADDRESS:	9 HOKA HEY TRAIL	137 PROSPECTOR TRAIL	230 SEVENTH STREET	372 WOLF CANYON DRIVE
	MARBLE	MARBLE	IRWIN	TINCUP AREA
LEGAL DESCRIPTION:	LOT 6, MARBLE SKI AREA SUBDIVISION, FILING NO. 4	LOTS 17 & 18, MARBLE SKI AREA SUBDIVISION, FILING NO. 4	LOTS 6-13 AND ADJACENT STREETS AND ALLEYS, BLOCK 12, IRWIN	LOT 21, WOLF CANYON SUBDIVISION
LAND ACREAGE AREA:	0.688	0.580	1.733	1.620
ARCHITECTURAL STYLE:	SUMMER SFR	SUMMER SFR	CONVENTIONAL	SUMMER SFR
EFFECTIVE YEAR BUILT:	2018	1996	2015	1981
CONSTRUCTION QUALITY:	FAIR	FAIR	AVERAGE	FAIR
CONDITION:	GOOD	AVERAGE	EXCELLENT	AVERAGE
RESIDENTIAL SQ FT:	512	1,125	660	1,014
BASEMENT SQ FT:	0	0	0	0
GARAGE SQ FT:	0	0	0	0
EQUIVALENT SQ FT:	512	1,125	660	1,014
SALE DATE:		9/11/2020	9/18/2020	8/31/2021
SALES PRICE:		$314,700	$355,000	$305,000
TIME ADJUSTED SALES PRICE:		**$512,363**	**$577,976**	**$385,673**
TASP PER EQUIVALENT SQ FT:		**$455**	**$876**	**$380**
COMPARABILITY:		**INFERIOR**	**SUPERIOR**	**INFERIOR**

SUBJECT ACCOUNT VALUE @ 100% complete:	**$399,700**
VALUE PER EQUIVALENT SQ FT:	**$781**

Narrative

The subject property is a newer fair construction quality, two-story, 512 square foot single family residence (SFR) with construction that started in 2018. The SFR is on at 75% complete for tax year 2023. The SFR is situated on a .6880-acre lot, improved with a septic system, electricity, a spring water and cistern holding tank and an improved driveway. Six of the most similar seasonal access economic area eight sales have been selected. Example 1 is located one-third of a mile from the subject, and is inferior to the subject in view, age, and land size. Example 2 is in Irwin and is superior in quality and location. Example 3 is similar quality, but inferior in age, view, and location. Example 4 is similar quality, but inferior in age, view and location. Example 5 is similar quality, inferior in age, view and location. Example 6 is similar quality, but inferior in age, view and location, and superior in land size. Per sqaure foot values range from $333 to $876. Example 1 is the best example due to it's proximity to the subject. The analysis of sales indicated that Marble is one of the more desirable areas of Economic Area 8 in this Reappraisal. Example sale prices support the current valuation of the subject property.

ABATEMENT	Residential Sales Examples
2023	Inventory and Account Value Summary

OWNER: DIMBERO LAURA & GREGORY
127 PALISADE CIR
MANITOU SPRINGS, CO 80829

ACCOUNT #: R013970
PARCEL #: 2917-262-10-007
ECONOMIC AREA: 8

	SUBJECT	EXAMPLE 4	EXAMPLE 5	EXAMPLE 6
				
ACCOUNT NUMBER:	**R013970**	**R011759**	**R016811**	**R007460**
PARCEL NUMBER:	2917-262-10-007	4049-180-04-004	4051-180-04-026	3523-000-00-003
PROPERTY ADDRESS:	9 HOKA HEY TRAIL	1200 SPRUCE ROAD	1019 UNCOMPAHGRE DRIVE	5630 COUNTY ROAD 771
	MARBLE	ARROWHEAD AREA	BLUE MESA SUBDIVISION AREA	QUARTZ CREEK AREA
LEGAL DESCRIPTION:	LOT 6, MARBLE SKI AREA SUBDIVISION, FILING NO. 4	LOT 1, BLOCK 11, ARROWHEAD SUBDIVISION, FILING NO. 1	LOT 285, BLUE MESA SUBDIVISION - UNIT 2	MUTUAL NO. 1 & CHRYSOLITE NO. 5 LODE MINING CLAIMS SURVEY #18427, GOLD BRICK MINING DISTRICT
LAND ACREAGE AREA:	0.688	0.750	2.000	18.690
ARCHITECTURAL STYLE:	SUMMER SFR	CONVENTIONAL	CONVENTIONAL	SUMMER SFR
EFFECTIVE YEAR BUILT:	2018	1982	2009	1998
CONSTRUCTION QUALITY:	FAIR	FAIR	FAIR	FAIR PLUS
CONDITION:	GOOD	AVERAGE	AVERAGE	AVERAGE
RESIDENTIAL SQ FT:	512	832	896	1,128
BASEMENT SQ FT:	0	0	0	0
GARAGE SQ FT:	0	0	676	0
EQUIVALENT SQ FT:	512	832	1,031	1,128
SALE DATE:		11/10/2020	9/14/2020	2/26/2022
SALES PRICE:		$170,000	$250,000	$568,000
TIME ADJUSTED SALES PRICE:		**$276,777**	**$407,025**	**$601,398**
TASP PER EQUIVALENT SQ FT:		**$333**	**$395**	**$533**
COMPARABILITY:		**INFERIOR**	**SIMILAR**	**SIMILAR**

SUBJECT ACCOUNT VALUE @ 100% COMPLETE:	**$399,700**
VALUE PER EQUIVALENT SQ FT:	**$781**

Subject Property Utilities – R013970

Septic installed
Spring water/cistern
Electricity installed
Views scenic or above average

Example 1 – R013791

Septic installed
Well installed
Electricity Off grid solar and generator
Views typical or average

Example 2 – R013071

Septic installed
Well installed
Electricity off grid solar and generator
Scenic or above average view

Example 3 – R008521

Septic installed
Well installed
Electricity installed
Views typical or average

Example 4 – R011759

Septic installed
Domestic installed
Electricity installed
Limited view lot

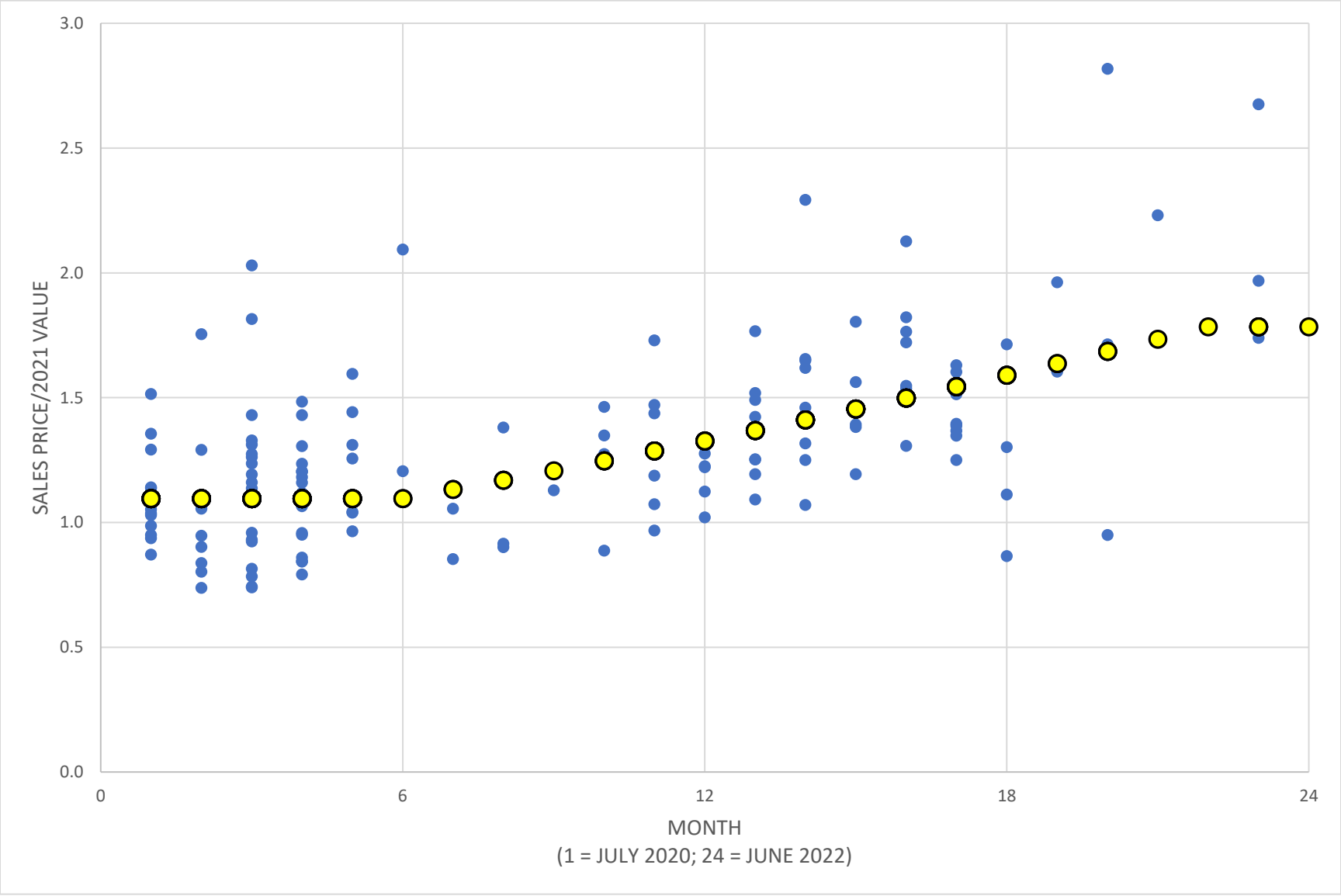
Example 5 – R016811

Septic installed
Well installed
Electricity installed
Scenic or above average view

Example 6 – R007460

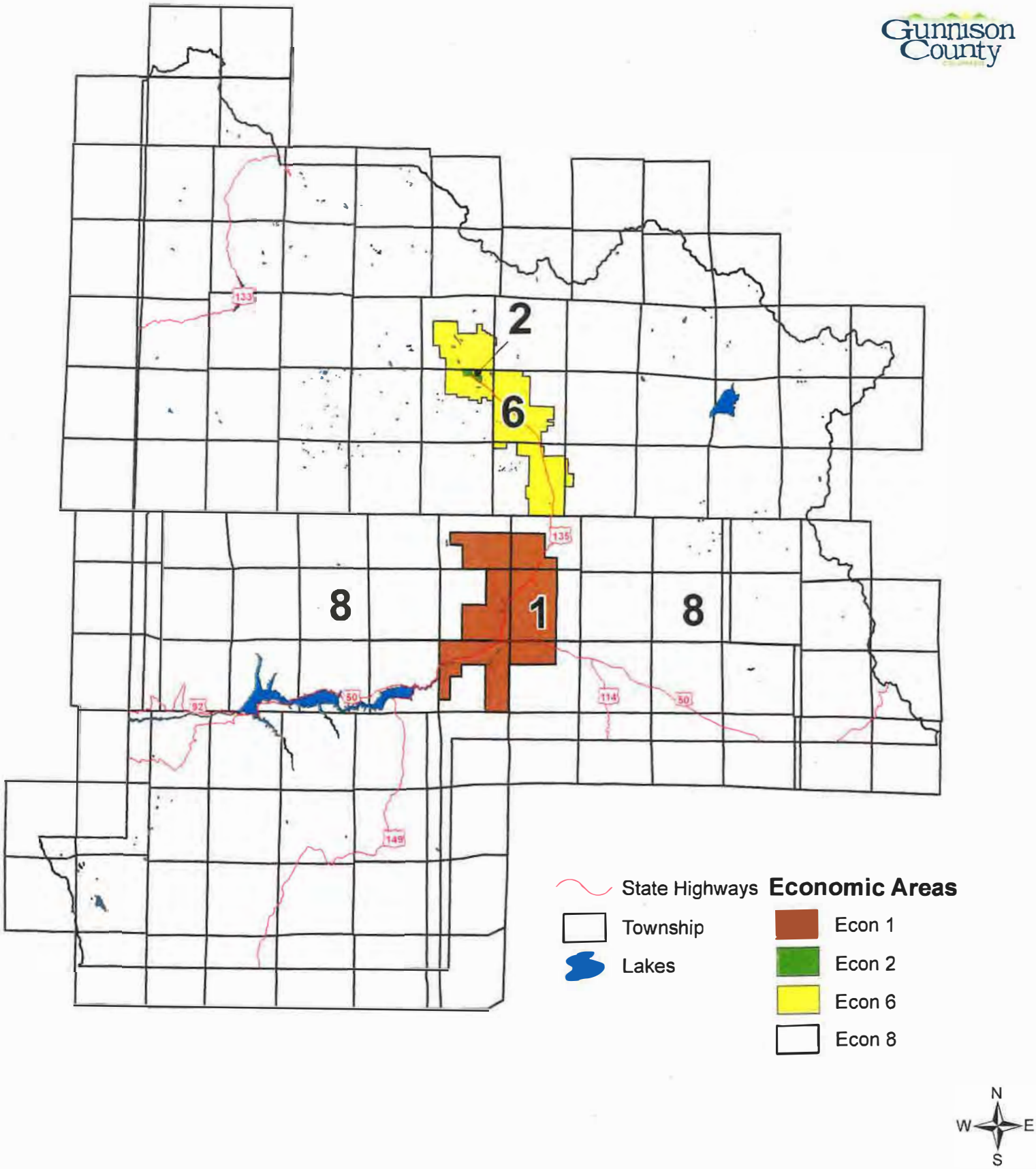
Septic installed
Well installed
Electricity off grid generator
Typical or average view

Econ 8 Residential Time Trend
Rural Gunnison County



Flat for six months, then increasing 3.9% per month for 16 months, then flat for two months

Gunnison County Economic Areas



GUNNISON COUNTY ECONOMIC AREAS
2021 REAPPRAISAL

Economic Area 1

The City of Gunnison is the County seat and retail center of the County. Major influences are Western Colorado University, tourism, ranching, business, retail, federal and state offices, and the school district headquarters. Gunnison County airport has become a major transportation force with direct ski flights from major cities nationwide. The area surrounding the City of Gunnison consists of subdivisions, unplatted land, and ranches. This area has year-round access and is directly influenced by the City as a work and education center.

Economic Area 2

Crested Butte is a designated National Historic District. In order to keep the flavor of this old mining town, a stringent and restrictive set of requirements has been adopted for building and zoning codes. Major influences are the ski area 2 ½ miles away, summer tourism, and a retail and business community.

Economic Area 6

The influence of the Crested Butte Ski area determines the extent of development of the town of Mt. Crested Butte, the East River Valley, and the Coal Creek drainage. The remainder of this economic area extends down the corridor of State Hwy 135 to Jack's Cabin. Many exclusive subdivisions and developments are the direct result of the ski area.

Economic Area 8

This area consists of rural subdivisions, ranches, and unplatted lands, with both seasonal and year-round access and a variety of influences. Small towns, summer homes, and year-round residences are found in this large and diverse area.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

The 2023 Petition for Abatement is a denial for account R024620.

Fiscal Impact:

Submitted by: Kate Aldridge **Submitter's Email Address:** kaldridge@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 8/13/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/13/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 8/20/2024

Revised April 2015

R024620

PETITION FOR ABATEMENT OR REFUND OF TAXES

RECEIVED
MAR 15 2024
BY: KNC
In-Person

County: _____

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 3 29 24
Month Day Year

Petitioner's Name: KIRSTEN & ROGER HERRSCHER

Petitioner's Mailing Address: 3735 MARONEAL

HOUSTON TX 77025
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
	31 GOLD LINK DR.
	MT. CRESTED BUTTE, CO
	81225

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2023 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: $2,325,000 (23)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Kirsten Herrscher
Petitioner's Signature

Daytime Phone Number (713) 594-5088

Email KIRSTEN@HERRSCHER

By _____
Agent's Signature*

Daytime Phone Number (____) _____

Printed Name: _____

Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: **Assessor's Recommendation**
(For Assessor's Use Only)

Tax Year 2023

	Actual	Assessed	Tax
Original			
Corrected			
Abate/Refund			

☐ **Assessor recommends approval as outlined above.**

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: _____ **Protest?** ☐ **No** ☐ **Yes (If a protest was filed, please attach a copy of the NOD.)**

☒ **Assessor recommends denial for the following reason(s):** Sales support the current value

Kristy McFarland
Assessor's or Deputy Assessor's Signature

15-DPT-AR No. 920-66/17

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to $10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of $10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

Tax Year _____

	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

_____ _____

Petitioner's Signature **Date**

_____ _____

Assessor's or Deputy Assessor's Signature **Date**

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on _____/_____/_____, at which meeting there were present the following members:
Month Day Year

_____

_____

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ ***(being present--not present)*** and
Name

Petitioner _____ ***(being present--not present)***, and WHEREAS, the said
Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board ***(agrees--does not agree)*** with the recommendation of the Assessor, and that the petition be ***(approved--approved in part--denied)*** with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

_____

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, _____.
Month Year

_____

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than $10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator

(For all abatements greater than $10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

☐ Approved ☐ Approved in part $_____ ☐ Denied for the following reason(s):

_____ _____ _____

Secretary's Signature Property Tax Administrator's Signature Date

RECEIVED
MAR 15 2024
BY: KNC
In Person

March 14, 2024

Dear Gunnison Country Commissioners,

Per the rules for filing an abatement petition, please find enclosed an appraisal that was performed on our property in September 2021.

The county's new 2023 valuation of $4,048,810 does not concur with the appraisal in the time frame according to the rules of $2,325,000.

We would sincerely appreciate another look at our property tax valuation for 2023.

Please call me or email me with any questions or if you need any additional information.

Best Regards,

Kirsten Herrscher
713-594-5088
kirsten@herrscher.net

DocuSign Envelope ID: 6D62FEBE-3A21-435D-8793-CD9CB3487951

APPRAISAL OF REAL PROPERTY



LOCATED AT
31 Gold Link Dr
Mt. Crested Butte, CO 81225
Lot 32, Gold Link Subdivision

FOR
Morgan Stanley Private Bank, N.A.
102 W Moore Ave, PO Box 40
Terrell, TX 75160-3140

AS OF
09/13/2021

BY
Tara J. Lambert
Appraisal Group of Western Colorado
108 W Tomichi Ave, Suite C
Gunnison, CO 81230-2329
970-641-5748
info@appraisalgroup-co.com

DocuSign Envelope ID: 6D62FEBE-3A21-435D-8793-CD9CB3487951

Appraisal Group of Western Colorado
108 W Tomichi Ave, Suite C
Gunnison, CO 81230-2329
970-641-5748

09/27/2021

Morgan Stanley Private Bank, N.A.
102 W Moore Ave, PO Box 40
Terrell, TX 75160-3140

Re: Property: 31 Gold Link Dr
Mt. Crested Butte, CO 81225
Borrower: Herrscher, Roger
File No.: herrscher

Opinion of Value: $ 2,325,000
Effective Date: 09/13/2021

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

Tara J. Lambert
Certification #: CR1316302
State: CO Expires: 12/31/2021
Info@appraisalgroup-co.com

Uniform Residential Appraisal Report

File # 6009085158 herrscher

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 31 Gold Link Dr | City Mt. Crested Butte | State CO | Zip Code 81225
Borrower Herrscher, Roger | Owner of Public Record Herrscher, Roger, Kristen | County Gunnison
Legal Description Lot 32, Gold Link Subdivision
Assessor's Parcel # 3177-242-10-035 | Tax Year 2020 | R.E. Taxes $ 11,170
Neighborhood Name Gold Link Subdivision | Map Reference Subdivision Plat | Census Tract 9638.00
Occupant [X] Owner [ ] Tenant [ ] Vacant | Special Assessments $ 0 | [ ] PUD | HOA $ 0 [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [X] Refinance Transaction [ ] Other (describe)
Lender/Client Morgan Stanley Private Bank, N.A. | Address 8951 Cypress Waters Blvd, Suite 250, Coppell, TX 75019
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). CREN

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid.

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing			Present Land Use %	
Location	[ ] Urban	[X] Suburban [ ] Rural	Property Values	[X] Increasing	[ ] Stable [ ] Declining	PRICE	AGE		One-Unit	30 %
Built-Up	[ ] Over 75%	[X] 25-75% [ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance [ ] Over Supply	$ (000)	(yrs)		2-4 Unit	0 %
Growth	[ ] Rapid	[X] Stable [ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths [ ] Over 6 mths	400	Low	0	Multi-Family	25 %
Neighborhood Boundaries	Marcellina Ridge-East, the East River Valley-North, Mt Crested Butte-South					4,000	High	100	Commercial	25 %
and West. Gold Link:Gold Link Dr-south and east; Prospect Dr-north; Gothic Rd-east.						1,500	Pred.	0	Other	20 %

Neighborhood Description See Attached Addendum. "Other" land use is vacant land and common land, none of which is detrimental to marketability or value.

Market Conditions (including support for the above conclusions) See attached addenda.

SITE

Dimensions N/A | Area 25501 sf | Shape Irregular | View B;Res;Mtn
Specific Zoning Classification SFR | Zoning Description Single Family Residential
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street Paved	[X]	[ ]
Gas	[ ]	[X] Propane	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map # 08051C0465D | FEMA Map Date 05/16/2013
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
See attached addenda.

IMPROVEMENTS

General Description		Foundation		Exterior Description	materials/condition	Interior	materials/condition
Units	[X] One [ ] One with Accessory Unit	[ ] Concrete Slab	[ ] Crawl Space	Foundation Walls	PouredConcrete/Gd	Floors	Slate/Carp/Wd/Gd
# of Stories	1.5	[X] Full Basement	[ ] Partial Basement	Exterior Walls	Cedar/Lap/Stone/Gd	Walls	Dry/Gd
Type	[X] Det. [ ] Att. [ ] S-Det./End Unit	Basement Area	1,457 sq.ft.	Roof Surface	WdShngl/Gd	Trim/Finish	Pine/Gd
[X] Existing	[ ] Proposed [ ] Under Const.	Basement Finish	100 %	Gutters & Downspouts	Metal/Gd	Bath Floor	Tile/Slate/Trav/Gd
Design (Style)	Chalet	[X] Outside Entry/Exit	[ ] Sump Pump	Window Type	Wd/Alm DblPn/Gd	Bath Wainscot	Glazed/Slate/Trav/G
Year Built	1998	Evidence of [ ] Infestation		Storm Sash/Insulated	Yes/Gd	Car Storage	[ ] None
Effective Age (Yrs)	10	[ ] Dampness	[ ] Settlement	Screens	Yes/Gd	[X] Driveway	# of Cars 2
Attic	[X] None	Heating [ ] FWA	[ ] HWBB [X] Radiant	Amenities	[ ] Woodstove(s) # 0	Driveway Surface	Asphalt
[ ] Drop Stair	[ ] Stairs	[ ] Other	Fuel Natl Gas	[X] Fireplace(s) # 3	[ ] Fence None	[X] Garage	# of Cars 2
[ ] Floor	[ ] Scuttle	Cooling [ ] Central Air Conditioning		[ ] Patio/Deck None	[X] Porch Wd	[ ] Carport	# of Cars 0
[ ] Finished	[ ] Heated	[ ] Individual	[X] Other None	[ ] Pool None	[X] Other Balc	[ ] Att. [ ] Det.	[X] Built-in

Appliances [X] Refrigerator [X] Range/Oven [X] Dishwasher [X] Disposal [X] Microwave [X] Washer/Dryer [X] Other (describe) F/H
Finished area **above** grade contains: 8 Rooms | 3 Bedrooms | 3.0 Bath(s) | 3,093 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). None

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3;No updates in the prior 15 years;Physical Depreciation is less than typical due to the very good quality, diligent maintenance, repair since completion. No significant Functional Obsolescence is noted; the Subject is spacious and functional with an overall 4 bed/3 bath configuration over a finished walk out basement with a fourth full bath. Qualityis very good frame construction; condition is good throughout. The Subject includes a built-in two car Garage.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe
Utilities on and functioning at the time of inspection but not warranted by the appraiser.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

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Uniform Residential Appraisal Report

File # 6009085158 herrscher

There are 4 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 2,245,000 to $ 3,475,000

There are 6 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 1,795,000 to $ 2,582,000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	31 Gold Link Dr Mt. Crested Butte, CO 81225	4 Silver Ln Mt. Crested Butte, CO 81225		35 Gold Link Dr Mt. Crested Butte, CO 81225		8 Lapis Lane Mt. Crested Butte, CO 81225	
Proximity to Subject		0.19 miles NW		0.05 miles W		0.27 miles N	
Sale Price	$	$ 2,100,000		$ 2,100,000		$ 1,795,000	
Sale Price/Gross Liv. Area	$ 473.41 sq.ft.	$ 889.83 sq.ft.		$ 815.22 sq.ft.		$ 903.83 sq.ft.	
Data Source(s)		CREN MLS #775417;DOM 42		CREN #761703;DOM 299		CREN #778705;DOM 54	
Verification Source(s)		Broker /Public Record		Broker/Public Record		Broker/Public Record	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sales or Financing Concessions		ArmLth Cash;0		ArmLth Cash;0		ArmLth Conv;0	
Date of Sale/Time		s03/21;c01/21	+168,000	s06/20;c03/20	+378,000	s04/21;c02/21	+125,650
Location	B;Res;Ski-in/out	B;Res;SkierAcc	0	B;Res;Ski-in	0	B;Res;SkierAcc	0
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	25501 sf	37026 sf	0	20038 sf	0	16553 sf	0
View	B;Res;Mtn	B;Res;Mtn/Vally	0	B;Res;Mtn		B;Res;Mtn	
Design (Style)	DT1.5;Chalet	DT2;PostMod	0	DT1.5;Chalet		DT2;PostMod	0
Quality of Construction	Q3	Q3		Q2	-233,500	Q3	+119,200
Actual Age	23	24	0	12	0	7	0
Condition	C3	C3		C3		C3	
Above Grade Room Count (Total / Bdrms. / Baths)	8 / 3 / 3.0	12 / 2 / 1.1	+15,000	7 / 2 / 2.1	-10,000	7 / 4 / 2.1	+5,000
Gross Living Area	3,093 sq.ft.	2,360 sq.ft.	+109,950	2,576 sq.ft.	+77,550	1,986 sq.ft.	+166,050
Basement & Finished	1457sf1457sfin	2244sf2244sfwo	-78,700	1315sf1315sfwo	+14,200	0sf	+145,700
Rooms Below Grade	1rr0br1.0ba4o	1rr5br4.0ba2o	0	1rr2br1.0ba1o	0		0
Functional Utility	Good	Good		Good		Good	
Heating/Cooling	NatGas Rad	NatGas ForcAir	0	NatGas Rad		NatGas ForcAir	0
Energy Efficient Items	None	None		None		None	
Garage/Carport	2gbi2dw	2gbi2dw		2ga2dw	0	2gbi2dw	
Porch/Patio/Deck	Deck/Patio/Porc	Porch/Deck	0	Porch/Balc	0	Patio/Deck,Porc	0
Accessory	None	None		None		756sf 1B/1B	-60,500
Net Adjustment (Total)		☒ + ☐ -	$ 214,250	☒ + ☐ -	$ 226,250	☒ + ☐ -	$ 501,100
Adjusted Sale Price of Comparables		Net Adj. 10.2 % Gross Adj. 17.7 %	$ 2,314,250	Net Adj. 10.8 % Gross Adj. 34.0 %	$ 2,326,250	Net Adj. 27.9 % Gross Adj. 34.7 %	$ 2,296,100

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) Public Record

My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) Public Record

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	Public Record	Public Records	Public Record	Public Record
Effective Date of Data Source(s)	09/13/2021	12/02/2020	06/22/2020	03/16/2021

Analysis of prior sale or transfer history of the subject property and comparable sales: Prior sales/transfer history for the Subject and the Sales is as noted.

Summary of Sales Comparison Approach: See attached addenda.

Indicated Value by Sales Comparison Approach $ 2,325,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 2,325,000 **Cost Approach (if developed) $** 2,328,389 **Income Approach (if developed) $** 0

Properties of this nature are purchased for their use amenity, and rarely for the production of Income. Therefore the Income Approach is not developed. Fee paid by AMC to Appraiser of $750.

This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 2,325,000 **, as of** 09/13/2021 **, which is the date of inspection and the effective date of this appraisal.**

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Uniform Residential Appraisal Report

File # 6009085158 herrscher

ADDITIONAL COMMENTS

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) 7 Gold Link Dr 04/30/2021 $275,000; 5 Gold Link Dr 05/24/2021 $300,000; 1 Copper Ln 04/16/2021 $348,000; 15 Gold Link Dr 03/04/2021 $370,000

ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW

Source of cost data See below

Quality rating from cost service VG Effective date of cost data 06/30/2021

Comments on Cost Approach (gross living area calculations, depreciation, etc.)

Replacement Cost figures are determined by published cost guides, conversations with local contractors and suppliers, and are supported by my own experience. Physical Depreciation is based on a Total Economic Life of 60 years. No External Depreciation is present; no Functional Obsolescence was noted in the layout. Land/improvement ratio is typical for the neighborhood.

Estimated Remaining Economic Life (HUD and VA only) 50 Years

OPINION OF SITE VALUE				=$	350,000
DWELLING	3,093 Sq.Ft. @ $	500.00		=$	1,546,500
Bsmt:	1,457 Sq.Ft. @ $	400.00		=$	582,800
				=$	
Garage/Carport	763 Sq.Ft. @ $	85.00		=$	64,855
Total Estimate of Cost-New				=$	2,194,155
Less Depreciation	Physical 365,766	Functional	External	=$(	365,766)
Depreciated Cost of Improvements				=$	1,828,389
"As-is" Value of Site Improvements				=$	150,000
INDICATED VALUE BY COST APPROACH				=$	2,328,389

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ 0 Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

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Uniform Residential Appraisal Report

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20 I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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21. The lender/client may disclose or distribute this appraisal report to the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises, other secondary market participants, data collection or reporting services; professional appraisal organizations, any department, agency, or instrumentality of the United States, and any state, the District of Columbia, or other jurisdictions, without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media)

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature

Name Tara J. Lambert

Company Name Appraisal Group of Western Colorado

Company Address 108 W Tomichi Ave, Suite C
Gunnison, CO 81230-2329

Telephone Number 970-641-5748

Email Address info@appraisalgroup-co.com

Date of Signature and Report 09/27/2021

Effective Date of Appraisal 09/13/2021

State Certification # CR1316302

or State License #

or Other (describe) State #

State CO

Expiration Date of Certification or License 12/31/2021

ADDRESS OF PROPERTY APPRAISED

31 Gold Link Dr

Mt. Crested Butte, CO 81225

APPRAISED VALUE OF SUBJECT PROPERTY $ 2,325,000

LENDER/CLIENT

Name Valuation Connect

Company Name Morgan Stanley Private Bank, N.A.

Company Address 8951 Cypress Waters Blvd, Suite 250,
Coppell, TX 75019

Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature

Name

Company Name

Company Address

Telephone Number

Email Address

Date of Signature

State Certification #

or State License #

State

Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

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Uniform Residential Appraisal Report

6009085158
File # herrscher

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 4		COMPARABLE SALE # 5		COMPARABLE SALE # 6	
Address	31 Gold Link Dr Mt. Crested Butte, CO 81225	20 Whetstone Rd Mt. Crested Butte, CO 81225		2 Ridge Lane Mt. Crested Butte, CO 81225		15 Aspen Ln Mt. Crested Butte, CO 81225	
Proximity to Subject		0.66 miles SW		1.72 miles S		0.26 miles SW	
Sale Price	$		$ 2,300,000		$ 2,300,000		$ 2,582,000
Sale Price/Gross Liv. Area	$ 473.41 sq.ft.	$ 1037.91 sq.ft.		$ 634.66 sq.ft.		$ 1112.45 sq.ft.	
Data Source(s)		CREN #780923;DOM 300		CREN #782586;DOM 93		CREN #778616;DOM 71	
Verification Source(s)		Broker/Public Record		Broker/Public Record		Broker/Public Record/Appraisal	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sales or Financing Concessions		ArmLth Conv;0		ArmLth Conv;0		ArmLth Conv;0	
Date of Sale/Time		s06/21;c04/21	+115,000	s08/21;c07/21	+46,000	s04/21;c02/21	+180,740
Location	B;Res;Ski-in/out	N;Res;	+50,000	N;Res;	+50,000	N;Res;	+50,000
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	25501 sf	33367 sf	0	21780 sf	0	22651 sf	0
View	B;Res;Mtn	B;Res;Mtn		B;Res;Mtn		B;Res;Mtn	
Design (Style)	DT1.5;Chalet	DT2.5;PostMod	0	DT2.5;Chalet	0	DT2;PostMod	0
Quality of Construction	Q3	Q2	0	Q3	0	Q2	-236,600
Actual Age	23	32	0	15	0	29	0
Condition	C3	C3	-256,300	C3		C2	-236,600
Above Grade Room Count (Total / Bdrms. / Baths)	8 / 3 / 3.0	8 / 3 / 3.1	-5,000	9 / 4 / 4.1	-15,000	8 / 1 / 1.1	+15,000
Gross Living Area	3,093 sq.ft.	2,216 sq.ft.	+131,550	3,624 sq.ft.	-79,650	2,321 sq.ft.	+115,800
Basement & Finished	1457sf1457sfin	2055sf2055sfwo	-59,800	0sf	+145,700	1622sf1622sfwo	-16,500
Rooms Below Grade	1rr0br1.0ba4o	1rr3br2.0ba2o	0		0	1rr3br2.0ba2o	0
Functional Utility	Good	Good		Good		Good	
Heating/Cooling	NatGas Rad	NatGas Rad		NatGas Rad		NatGas Rad	
Energy Efficient Items	None	None		None		None	
Garage/Carport	2gbi2dw	2ga2dw	0	2ga2dw	0	2ga2dw	0
Porch/Patio/Deck	Deck/Patio/Porc	Deck/Patio/Porc		Porch/Deck/Bal	0	Deck/Patio/Porc	
Accessory	None	None		None		None	
Net Adjustment (Total)		☐ + ☒ -	$ -24,550	☒ + ☐ -	$ 147,050	☐ + ☒ -	$ -128,160
Adjusted Sale Price of Comparables		Net Adj. 1.1 % Gross Adj. 26.9 %	$ 2,275,450	Net Adj. 6.4 % Gross Adj. 14.6 %	$ 2,447,050	Net Adj. 5.0 % Gross Adj. 33.0 %	$ 2,453,840

SALE HISTORY

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 4	COMPARABLE SALE # 5	COMPARABLE SALE # 6
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	Public Record	Public Record	Public Record	Public Record
Effective Date of Data Source(s)	09/13/2021	04/23/2021	09/21/2021	03/19/2021

Analysis of prior sale or transfer history of the subject property and comparable sales

ANALYSIS / COMMENTS

Analysis/Comments

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Uniform Residential Appraisal Report

File # 6009085158 herrscher

FEATURE	SUBJECT	COMPARABLE SALE # 7		COMPARABLE SALE # 8		COMPARABLE SALE # 9	
Address	31 Gold Link Dr Mt. Crested Butte, CO 81225	930 Gothic Rd Mt. Crested Butte, CO 81225		40 Summit Rd Mt. Crested Butte, CO 81225		23 Gold Link Dr Mt. Crested Butte, CO 81225	
Proximity to Subject		0.23 miles W		1.45 miles S		0.10 miles N	
Sale Price	$		$ 2,245,000		$ 2,695,000		$ 3,475,000
Sale Price/Gross Liv. Area	$ 473.41 sq.ft.	$ 936.20 sq.ft.		$ 608.35 sq.ft.		$ 875.54 sq.ft.	
Data Source(s)		CREN #783989;DOM 75		CREN #768415;DOM 525		CREN #784505;DOM 63	
Verification Source(s)		Broker/Public Record		Broker/Public Record		Broker/Public Record	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sales or Financing Concessions		Listing		Listing		Listing	-340,750
Date of Sale/Time		c07/21	+44,900	c09/21		Active	
Location	B;Res;Ski-in/out	N;Res;	+50,000	B;Res;Ski-in/out		B;Res;Ski-in/out	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	25501 sf	15246 sf	0	17860 sf	0	20038 sf	0
View	B;Res;Mtn	B;Res;Mtn		B;Res;Mtn		B;Res;Mtn	
Design (Style)	DT1.5;Chalet	DT2.5;Rustic	0	DT1.5;Chalet		DT1.5;Chalet	
Quality of Construction	Q3	Q2	0	Q2	-265,800	Q2	-238,100
Actual Age	23	15	0	21	0	22	0
Condition	C3	C3		C3		C3	-238,100
Above Grade Room Count (Total / Bdrms. / Baths)	8 / 3 / 3.0	10 / 3 / 3.1	-5,000	10 / 4 / 4.1	-15,000	9 / 4 / 4.0	-10,000
Gross Living Area	3,093 sq.ft.	2,398 sq.ft.	+104,250	4,430 sq.ft.	-200,550	3,969 sq.ft.	-131,400
Basement & Finished	1457sf1457sfin	1440sf1440sfwo	0	0sf	+145,700	0sf	+145,700
Rooms Below Grade	1rr0br1.0ba4o	1rr2br1.0ba1o	0		0		0
Functional Utility	Good	Good		Good		Good	
Heating/Cooling	NatGas Rad	NatGas Infloor	0	NatGas Rad		NatGas Rad	
Energy Efficient Items	None	None		None		None	
Garage/Carport	2gbi2dw	2ga2dw	0	2gbi2dw		2gbi2dw	
Porch/Patio/Deck	Deck/Patio/Porc	Patio/Deck	0	Deck/Porch	0	Porch/Deck/Bal	0
Accessory	None	None		None		None	
Net Adjustment (Total)		☒ + ☐ -	$ 194,150	☐ + ☒ -	$ -335,650	☐ + ☒ -	$ -812,650
Adjusted Sale Price of Comparables		Net Adj. 8.6 % Gross Adj. 9.1 %	$ 2,439,150	Net Adj. 12.5 % Gross Adj. 23.3 %	$ 2,359,350	Net Adj. 23.4 % Gross Adj. 31.8 %	$ 2,662,350

SALES COMPARISON APPROACH

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 7	COMPARABLE SALE # 8	COMPARABLE SALE # 9
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	Public Record	Public Record	Public Record	Public Record
Effective Date of Data Source(s)	09/13/2021	08/09/2021	10/27/2020	09/23/2021

SALE HISTORY

Analysis of prior sale or transfer history of the subject property and comparable sales

ANALYSIS / COMMENTS

Analysis/Comments

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Supplemental Addendum

File No. herrscher

Borrower	Herrscher, Roger				
Property Address	31 Gold Link Dr				
City	Mt. Crested Butte	County Gunnison	State CO	Zip Code 81225	
Lender/Client	Morgan Stanley Private Bank, N.A.				

Purpose of Appraisal
The purpose of this appraisal is to offer an opinion of the market value, as defined herein, of the subject property as of the effective date of this report. This appraisal report is intended for use in a mortgage finance transaction only. This report is not intended for any other use. It is prepared following the guidelines of the Uniform Standards of Professional Appraisal Practice. The appraisal report is not a home inspection report and it should not be relied upon to disclose conditions of the property. Although a walk-through inspection has been performed, an appraiser is not an expert in the field of building inspection and/or engineering. An expert in the field of engineering should be consulted if an analysis of structural integrity is desired.

Scope of Appraisal
The scope of this report includes an inspection and analysis of the subject unit, neighborhood and market; research of comparables, developing a value indication for the subject property. The development of value includes consideration to all three methods of valuation that are applicable to this particular property.

USPAP and FIRREA Compliance
The contents of this report and the analysis presented herein are intended to comply and meet all applicable FIRREA regulations and guidelines requirements. This report complies with USPAP requirements for a complete appraisal appraisal report.

Intended User
The Intended User of this appraisal report is Morgan Stanley Private Bank, National Association. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

• **FNMA 1004: Neighborhood - Boundaries**
The Subject is located within the Gold Link neighborhood at Mt. Crested Butte neighborhood. Gold Link and Prospect form the northeast corner of the larger Mt. Crested Butte neighborhood and is bounded by Gold Link Dr-south and east; Prospect Dr-north; Gothic Rd-east.

• **FNMA 1004: Neighborhood - Description**
The Gold Link subdivision is considered to be the neighborhood, and is nestled in along the northeast slope of Mt. Crested Butte; Gold Link and Prospect form the northeast corner of the Mt. Crested Butte comnunity. Many sites enjoy ski-in/out access walking distance access via the Gold Link lift. Luxury caliber single family residences set the standard for improved properties. Views to the north and northeast are unobstructed and spectacular. The larger Crested Butte community enjoys the Robert Trent Jones world championship golf course; Lake Grant, the Slate River and the East River; the alpine ski resort of Mt. Crested Butte; and the historically designated Town of Crested Butte. Surrounding mountain views are spectacular. Access to the National Forest is made possible through a number of roads where summer and winter sports abound.

• **FNMA 1004: Neighborhood - Market Conditions**
Research and my file data conclude that the Crested Butte region reached its peak during the 2004 thru 2006 seasons. From 2007 to mid 2008 the area experienced between a 1% to 2% per month decline in property values in reaction to volatility in the mortgage industry as a result of the mortgage crises marking late 2007. As with the nation, 2009 and 2010 were years of change and adjustment for the Crested Butte real estate market. The number of transactions and the average price were down not only compared to the previous two years, but also well below the twenty year historical average. Two noteworthy points not captured in the numbers above are that high-end properties continued to sell well and that price adjustments in a series of other projects set floors to work up from. 2011 proved to be a more stable season with regards to pricing and absorption, high end properties continued to sell well. The last twenty four month period has seen a notable surge of activity across many market sectors, a positive sign toward meaningful stabilization and recovery. The 2013/2014 and 2014/2015 ski seasons were relatively positive in terms of skier visits despite overall lack of snow; the summer seasons proved positive in terms of visitors and revenue as well. A strong 2016/2017 ski season with near record setting snow depths assured momentum for the recovering real estate market; as did strong numbers of summer and fall visitors. The 2018 ski season was marked by a suprising lack of snow, but negative market repercussions weren't noted: skier numbers were strong for the 2019 ski season and despite COVID the 2020/2021 ski season was strong as well; new construction is notably brisk; stable to increasing values are noted for all market sectors and activity is brisk and steady. Vail Resort's recent purchase of Crested Butte Mountain Resort continues to be among catalysts for continued strong activity, values. The region's pleasant summer climate makes Crested Butte's spring/summer/fall market as strong and active as it's winter/ski market. Experts agree that for the short term, Covid is among catalysts spurring brisk activity as professionals perfected working remotely, and now are seeking smaller, more rural communities to make their home. The fall market is marked by continued uncertainty as the longer term impacts of Covid 19 are yet to be revealed in the market; but interest rates remain at an all time low level and should spur speculation and refinancing throughout the industry, and for the present, low inventory is the greater concern as the region continues its busiest selling season.

The World Health Organization (WHO) on March 11, 2020 declared COVID-19 a pandemic. This is a fluid situation with daily economic reports and strategies being developed by federal, state and local government officials. Due to uncertainty and unknown factors, the effects of the novel coronavirus, COVID-19 cannot be measured. The economic environment may change as this pandemic continues to evolve that may have an impact on the value conclusions within this appraisal report. For this reason, the opinions and conclusions drawn may be subject to a margin of error. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the impact on the value of the subject property to this unforeseen event, subsequent to the effective date of the appraisal.

• **FNMA 1004: Site - Highest and Best Use**
The appraisal did not warrant an intensive highest and best use study. Given the nature of the Subject Property and its location, my conclusions of highest and best use is based on logic and observed evidence. The improvements are substantially the highest and best use for the Subject Property: free standing, deeded, single family residential, except for those items of depreciation described in the improvement section.

• **FNMA 1004: Site - Adverse Conditions or External Factors**
A survey was not provided of the Subject site. The appraiser assumes the extraordinary assumption that no easement, encroachment, or any adverse environmental conditions are present; information contrary to this assumption may alter any

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Supplemental Addendum

File No. herrscher

Borrower	Herrscher, Roger				
Property Address	31 Gold Link Dr				
City	Mt. Crested Butte	County Gunnison	State CO	Zip Code 81225	
Lender/Client	Morgan Stanley Private Bank, N.A.				

conclusions made in this report. Typical utility easements are assumed.

• **FNMA 1004: Sales Comparison Analysis - Summary of Sales Comparison Approach**

The Subject is located in the scenic Mt Crested Butte residential community, approximately 2.5 miles northeast of Crested Butte town limits. The market area is a strictly residential community composed of primary and secondary homeowners. I present six Sales and two pending Sales with which to establish market value for the Subject; they are the market area's most recent and most suitably comparable. My comparable search and results data is selected from within the suburban neighborhoods of Mt Crested Butte (defined market area). To the best that available data would allow, I utilized sale data that is most reflective of the Subject's location, age, quality, condition and size. The Sales presented are reflective of the most current market for Mt. Crested Butte luxury homes; they serve to bracket the Subject's value related characteristics and define a range of value appropriate for the Subject.

Year over year analysis of median and average sale prices since June 2014, indicates increasing values for the sector; 1% per month is applied. Year over year analysis of average and median residential values; paired and grouped sales, and the sales/resales of individual properties lend additional support.

Location adjustments reflect differences in skier access to ski lifts; adjustments are based on paired sales, past market data comparisons, and direct comparisons of site values from each of the Sale's neighborhoods. Sales #1, #2, #3 are the most recent closed Sales from the Subject's Gold Link neighborhood and they best reflect the Subject's location; Listing #9 is from Gold Link as well and lends further support. The remaining Sales are adjusted tp reflect skier access. Differences in site size are not adjusted, as size is a factor inherent in value, the Subject and the Sales presented occupy generally similar residential sites which cannot be subdivided, nor are they income producing, and they cannot be put to any other use. Therefore the area outside that necessary to support the improvements could be considered surplus land which does not necessarily contribute to value on a per unit basis. Finally, the mountainous terrain of the neighborhood renders buildable site areas oftentimes more comparable than at first glance

Quality of construction adjustments are based on my appraisals, paired sales analysis (Sales #1 and #2; #1 and #3; #6 and #7, #6 and #1), analysis of prices per square foot of living area. Condition adjustments consider the timeframe, extent, quality of upgrading/remodeling completed in the sales presented; adjustments are based on $60 per square foot. Ratings alone do not dictate quality or condition adjustments, many factors are considered when identifying the support for, or lack of support for, quality and/or condition adjustments. Quality and condition adjustments are made where they are supported; they are not made where they are not supported regardless of the rating. Bath counts are adjusted on the basis of $10,000 per Bath or a faction thereof; Gross Living Area adjustments are based on $150 per square foot. Basement areas are adjusted on the basis of $100 per square foot. Available sales serve to bracket above and below grade GLA. Bath, GLA, Basement, Garage adjustments are based on paired sales analysis within this report, as well as grouped sales combined with long term monitering of adjustment values for the market area and the market sector

The Sales presented serve to bracket the Subject's value related characteristics to the best that available data allows. Reasonably recent transaction dates are well reflective of the most current market; the Sales presented are the most recent for the luxury sector Pending Sales lend additional support; while the transaction has not yet closed, an agreement between the buyer and seller has been reached, which is the basis of the definition of market value. Dated Sales are included to lend support to a value related characteristic of the Subject not well supported in the most recent data. Listings lend additional support, both to the most current market, and to the range of value indicated by the closed Sales presented. Line, net and gross adjustments exceed guidelines; this is typical for the market area and cannot be avoided in this instance as the only available Sales are presented and adjusted as required. The wide range of adjusted sale/listing prices of the comparables is typical for the luxury sector within the market area, and cannot be avoided in this instance; the best available sales are presented and adjusted as required; and the most reasonably comparable/proximate listing is presented and adjusted as required. Available inventory within the luxury sector is strong, but upon closer inspection, properties are quite diverse; properties that are reasonably comparable to the Subject are reduced to a handful; inventory of truly comparable properties is limited. Again, the most recent sales reasonably comparable are presented and adjusted as required; there are no other sales available that would present a tighter range of adjusted values. Weighted consideration is given to Sale #1 which is the most recent from the Subject's neighborhood, and it is similar age, quality, condition, configuration and GLA with reasonably gross and net adjustments. Sale #1 is tempered by #2, also from the neighborhood, and Sale #5 which is the most recent and the most reasonably adjusted.

• **FNMA 1004: Reconciliation - Reconciliation and Final Value Conclusion**

The Subject is a spacious, functional and efficient home, featuring very good quality of construction. It is favorably located within Mt Crested Butte in the Gold Link neighborhood; it enjoys a boundary location adjacent to public land on the east, spectacular mountainviews, skier access at the Gold Link lift, and yet is within proximate distance to the amenities and services of both Mt. Crested Butte and the Town of Crested Butte.

Little consideration is given to the Cost Approach given the Subject's actual age; construction and labor costs are difficult to determine, as is accrued depreciation. Maintenance, repair, upgrading/updating since completion further skewes this approach. The Comparable Sales are given primary consideration, as their age, location, size and condition lend strong support to the Subject. The data from the Market Approach best reflects the actions of buyers and sellers within the marketplace, and from this market strata, all the Sales are representative of the current market for good quality Mt. Crested Butte homes, and they are the best, most recent data available at this time.

Crested Butte and the surrounding market areas are seeing steady activity within all market sectors. Interest rates are at an attractive level despite recent fluctuations and are anticipated to remain steady for the foreseeable future, helping to fuel purchases. Positive notes include a surge of activity noted over the past several years, elimination of foreclosures for all market sectors, increasing activity and values in the vacant land sector, brisk new construction activity, a continually active market within the luxury sector, and strong prices as properties come under contract. For the short term, the pandemic is among the catalysts for brisk activity as people seek to relocate to smaller communities, and can now do so working from home; long term impacts are of concern and remain to be seen. Of more immediate concern is the lack of inventory as the busy summer/fall selling season continues.

Competency includeds 29 years of appraising with the market area; 500+ appraisal assignments per year spanning all market sectors, all value ranges, all ranges of residential complexity Approximately 50% of the appraiser's work is completed in the Crested Butte market area.

I acknolwedge that I have read the Morgan Stanley Private Bank NA Appraiser code of conduct. I have followed the code in completing this assighment and the report complies with the instructions outlined in the code.

Sept. 27. 2021 Addendum request
"Other" land use is vacant land and common land, none of which is detrimental to marketability or value.
Condition adjustment for Sale #6 corrected.
Gunnison County does not make its plat maps available on line; a GIS map is included.
The zip code 81225 is specific to Mt. Crested Butte; 81224 is specific to Crested Butte. Assessors property card included for

Supplemental Addendum

File No. herrscher

Borrower	Herrscher, Roger				
Property Address	31 Gold Link Dr				
City	Mt. Crested Butte	County Gunnison	State CO	Zip Code 81225	
Lender/Client	Morgan Stanley Private Bank, N.A.				

reference.
Scope of work item 3) is departed from in the areas of providing live comp photos. Our market area compasses 50+ square miles; the region received hundreds of inches of snow annually impacting roadways and driveways. Many subdivisions have restricted access. Property owners are uncomfortable with photos being taken. In the effort to provide the best reports in the most timely timeframes at the best possible fees, live photos are not our first priority; this office will not hold up a report because we do not have a live photo. More importantly, the requirement of live photos forces the appraiser to make several value conclusions prior to even viewing the property. This office WILL ensure that whenever possible, live photos and file photos taken by the appraiser will be provided, and if third party photos must be provided in the interest of timeliness, they will be an current, accurate depiction of the property.
The second level room off the Master labeled "bedroom/office" is intended as a sitting area to the master, but utilized as a bedroom.
The GLA of Sales #1, #3, #4 and #6 exceeds the client preferred 20% deviation from the Subject, however #1 and #3 are included as recent Sales from the Subject's immediate neighborhood; and despite their deviations from the Subject, Sales #4 and #6 are among the most comparable available. Other recent sales that would render lower GLA adjustments are not available.
The Subject's value exceeds the predominant value for the neighborhood but this is common for the market area, as neighborhood properties are widely diverse in terms of location, age, quality, condition, GLA. The predominant value is only a point within a range of value and should not be regarded as more than such. The Subject's value falls within the range of value and is not an overimprovement for the market area.
Basement room count corrected in the grid for consistency.

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USPAP Compliance Addendum

Loan # 6009085158
File # herrscher

Borrower	Herrscher, Roger				
Property Address	31 Gold Link Dr				
City	Mt. Crested Butte	County Gunnison	State CO	Zip Code 81225	
Lender/Client	Morgan Stanley Private Bank, N.A.				

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

☒ Appraisal Report — This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report — This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below

PROPERTY INSPECTION

☐ I have NOT made a personal inspection of the property that is the subject of this report.

☒ I HAVE made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements: Scope of work item 3) is departed from in the areas of providing live comp photos. Our market area compasses 50+ square miles; the region received hundreds of inches of snow annually impacting roadways and driveways. Many subdivisions have restricted access. In the effort to provide the best reports in the most timely timeframes at the best possible fees, live photos are not our first priority; this office will not hold up a report because we do not have a live photo. More importantly, the requirement of live photos forces the appraiser to make several value conclusions prior to even viewing the property. This office WILL ensure that whenever possible, live photos and file photos taken by the appraiser will be provided, and if third party photos must be provided in the interest of timeliness, they will be an current, accurate depiction of the property.

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

☐ A reasonable marketing time for the subject property is _____ day(s) utilizing market conditions pertinent to the appraisal assignment.

☒ A reasonable exposure time for the subject property is 150 day(s).

APPRAISER

Signature: Tara J Lambert
Name: Tara J. Lambert
Date of Signature: 09/27/2021
State Certification #: CR1316302
or State License #:
State: CO
Expiration Date of Certification or License: 12/31/2021

Effective Date of Appraisal: 09/13/2021

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature:
Name:
Date of Signature:
State Certification #:
or State License #:
State:
Expiration Date of Certification or License:

Supervisory Appraiser Inspection of Subject Property
☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior

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Market Conditions Addendum to the Appraisal Report

File No. 6009085158 herrscher

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 31 Gold Link Dr City Mt. Crested Butte State CO ZIP Code 81225

Borrower Herrscher, Roger

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	1	3	2	☐ Increasing ☒ Stable ☐ Declining
Absorption Rate (Total Sales/Months)	0.17	1.00	0.67	☐ Increasing ☒ Stable ☐ Declining
Total # of Comparable Active Listings	Unknown	Unknown	4	☒ Declining ☐ Stable ☐ Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	Unknown	Unknown	6.0	☐ Declining ☒ Stable ☐ Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend
Median Comparable Sale Price	2,250,000	2,100,000	2,300,000	☒ Increasing ☐ Stable ☐ Declining
Median Comparable Sales Days on Market	159	71	76	☐ Declining ☒ Stable ☐ Increasing
Median Comparable List Price	Unknown	Unknown	2,997,500	☒ Increasing ☐ Stable ☐ Declining
Median Comparable Listings Days on Market	Unknown	Unknown	69	☐ Declining ☒ Stable ☐ Increasing
Median Sale Price as % of List Price	93	93	91	☐ Increasing ☒ Stable ☐ Declining
Seller-(developer, builder, etc.)paid financial assistance prevalent? ☐ Yes ☒ No				☐ Declining ☒ Stable ☐ Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). No seller concessions have been noted to this point. Data above is based upon competitive properties ranging in size, quality and condition. Sales data is not an accurate depiction of activity due to the seasonal nature of the neighborhood. * *The local MLS system does not provide for a search of listings by date listed. Only current, active listing data is available. Reliable trending cannot be concluded from data presented too few sales skew trend analysis, and don't depict the market as a whole; single sales exert too much influence. Low number of sales reflects low inventory, now a slow market.

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties).

Cite data sources for above information. Brokers/Realtors, MLS, local newspapers, Gunnison County Assessor, my own data base

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The most recent data for Crested Butte's markets and submarkets is generally indicative of a continuing increasing trend. As the summer season commences activity is brisk and steady. Interest rates are at an attractive level and are anticipated to remain steady for the foreseeable future; prices and resale values are generally strong for properties that are correctly priced; new construction is steady. A continually stable, active market is anticipated with stable to increasing values for all market sectors. The pandemic continues to bring uncertainty in regard to the real estate market, but thus far negative impacts have not been noted; the more immediate concern is lack of inventory as the region continues in the busiest selling season.

CONDO/CO-OP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: **Project Name:**

Subject Project Data	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				☐ Increasing ☐ Stable ☐ Declining
Absorption Rate (Total Sales/Months)				☐ Increasing ☐ Stable ☐ Declining
Total # of Active Comparable Listings				☐ Declining ☐ Stable ☐ Increasing
Months of Unit Supply (Total Listings/Ab.Rate)				☐ Declining ☐ Stable ☐ Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature	Signature
Appraiser Name Tara J. Lambert	Supervisory Appraiser Name
Company Name Appraisal Group of Western Colorado	Company Name
Company Address 108 W Tomichi Ave, Suite C, Gunnison, CO 81230-;	Company Address
State License/Certification # CR1316302 State CO	State License/Certification # State
Email Address info@appraisalgroup-co.com	Email Address

Form 1004MC2 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

2023
Gunnison County
Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate their mass appraisal results for a property that was appraised as part of the 2023 Reappraisal.

For property tax purposes, Colorado Assessor's Offices reappraise every odd-numbered year. The appraisal date for 2023 and 2024 values is June 30, 2022, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The Assessor's Office uses a technique called mass appraisal to establish property values. In mass appraisal, a large set of property sales are analyzed together to determine how characteristics such as location, size, and views influence sales price. Out of this analysis, a mathematical model is developed, which is then used to calculate a market value for all properties of the same type in the same geographic area.

The following page(s) characterize the petitioner's property and compare it to several example sales selected from the full array of sales that were used to set the value of the property.

The property being characterized for this hearing is identified as:

Property Owner:	**Roger Herrscher & Kirsten Herrscher**
Account Number:	**R024620**
Parcel Number:	**3177-242-10-035**
Legal Description:	**LOT 32, GOLD LINK SUBDIVISION**
Current Value:	**$4,048,810**
Recommended Value:	**$3,522,600**

ABATEMENT	Residential Sales Examples
2023	Inventory and Account Value Summary

OWNER: Herrscher, Roger & Kirsten
3735 Maroneal St
Houston, TX 77025-1219

ACCOUNT #: R024620
PARCEL #: 3177-242-10-035
ECONOMIC AREA: 6

	SUBJECT	EXAMPLE 1	EXAMPLE 2	EXAMPLE 3
				
ACCOUNT NUMBER:	R024620	R030755	R032287	R030750
PARCEL NUMBER:	3177-242-10-035	3177-242-10-015	3177-133-03-007	3177-242-10-010
PROPERTY ADDRESS:	31 Gold Link Dr	23 Gold Link Dr	3 Lapis Ln	3 Copper Ln
	Mt Crested Butte	Mt Crested Butte	Mt Crested Butte	Mt Crested Butte
LEGAL DESCRIPTION:	Lot 32, Gold Link Subdivision	Lot 12, Gold Link Subdivision	Lot, 11 Gold Link North Subdivision	Lot 7, Gold Link Subdivision
LAND SQ FT AREA:	25,483	20,038	16,335	21,475
LAND ACRES:	0.585	0.460	0.375	0.493
ARCHITECTURAL STYLE:	Conventional	Conventional	Conventional	Conventional
EFFECTIVE YEAR BUILT:	1998	1999	1998	1998
CONSTRUCTION QUALITY:	Very Good	Very Good	Good Plus	Good Plus
CONDITION:	~~Very Good~~ Average	Average	Good	Good
RESIDENTIAL SQ FT:	2,934	3,969	4,104	4,194
BASEMENT SQ FT:	1,303			
GARAGE SQ FT:	778	748	774	701
EQUIVALENT SQ FT:	4,132	4,119	4,259	4,334
SALE DATE:		1/28/2022	3/15/2022	4/26/2022
SALES PRICE:		$3,165,600	$3,245,000	$3,300,000
TIME ADJUSTED SALES PRICE:		**$3,405,869**	**$3,324,503**	**$3,300,000**
TASP PER EQUIVALENT SQ FT:		**$827**	**$781**	**$761**
COMPARABILITY:		**Similar**	**Similar**	**Similar**

SUBJECT CURRENT VALUE:	**$4,048,810**
VALUE PER EQUIVALENT SQ FT:	**$980**
RECOMMENDED VALUE:	**$3,522,600**
VALUE PER EQUIVALENT SQ FT:	**$853**

Narrative	The subject property is a single family residence in the Gold Link Subdivision located east of Gothic Rd. Examples 1, 2, and 3 are located in the same subdivision are of similar architectural style, size of garage, and effective year built. Example 1 is similar to the subject property in quality, condition, and slightly smaller in size. Example 2 and 3 are lesser in quality, slightly superior in condition, and larger in size. A site inspection of the subject was completed on August 8, 2024. During the site inspection of the subject property deferred maintenance was noted and the condition is average. The Assessor's Office is recommending a value of $3,522,600.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested:

Parties to the Agreement:

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

Summary:

The 2023 Petition for Abatement is a denial for account R045174.

Fiscal Impact:

Submitted by: KATE ALDRIDGE **Submitter's Email Address:** KALDRIDGE@GUNNISONCOUNTY.ORG

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 8/13/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/13/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 8/20/2024

Revised April 2015

PETITION FOR ABATEMENT OR REFUND OF TAXES

RECEIVED
MAR 18 2024
BY: KNC

County: Gunnison

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 03 (Month) 11 (Day) 2024 (Year)

Petitioner's Name: Zoe Priest

Petitioner's Mailing Address: P.O. Box 594

Crested Butte (City or Town) CO (State) 81224 (Zip Code)

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
3257-211-07-002	99 Gloria Place, Crested Butte South CO 81224

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year _____ are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: $750,000 (Value) (2023) (Year)

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

_____ Daytime Phone Number (202) 769 8995
Petitioner's Signature

Email zoepriest@gmail.com

By _____ Daytime Phone Number (____) _____
Agent's Signature*

Printed Name: _____ Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

Tax Year 2023

	Actual	Assessed	Tax
Original			
Corrected			
Abate/Refund			

☐ **Assessor recommends approval as outlined above.**

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: _____ Protest? ☐ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

☒ **Assessor recommends denial for the following reason(s):** Sales support the current values.

Assessor's or Deputy Assessor's Signature

15-DPT-AR No. 920-66/17

RECEIVED
MAR 18 2024
BY KNC

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to $10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of $10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

Tax Year _____

	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

_____ _____
Petitioner's Signature **Date**

_____ _____
Assessor's or Deputy Assessor's Signature **Date**

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:
Month Day Year

_____

_____

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ ***(being present--not present)*** and
Name

Petitioner _____ ***(being present--not present)***, and WHEREAS, the said
Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board ***(agrees--does not agree)*** with the recommendation of the Assessor, and that the petition be ***(approved--approved in part--denied)*** with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

_____
Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, _____.
Month Year

_____
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than $10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator

(For all abatements greater than $10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby
☐ Approved ☐ Approved in part $_____ ☐ Denied for the following reason(s):

_____ _____ _____
Secretary's Signature Property Tax Administrator's Signature Date

15-DPT-AR No. 920-66/17

2023
Gunnison County
Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate their mass appraisal results for a property that was appraised as part of the 2023 Reappraisal.

For property tax purposes, Colorado Assessor's Offices reappraise every odd-numbered year. The appraisal date for 2023 and 2024 values is June 30, 2022, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The Assessor's Office uses a technique called mass appraisal to establish property values. In mass appraisal, a large set of property sales are analyzed together to determine how characteristics such as location, size, and views influence sales price. Out of this analysis, a mathematical model is developed, which is then used to calculate a market value for all properties of the same type in the same geographic area.

The following page(s) characterize the petitioner's property and compare it to several example sales selected from the full array of sales that were used to set the value of the property.

The property being characterized for this hearing is identified as:

Property Owner:	**Zoe Priest, Alec Sterkel & Bonnie Priest**
Account Number:	**R045174**
Parcel Number:	**3257-211-07-002**
Legal Description:	**UNIT EAST, ASPEN TREE TOWNHOMES, CRESTED BUTTE SOUTH**
Current Value:	**$823,810**

ABATEMENT	Residential Sales Examples
2023	Inventory and Account Value Summary

OWNER: Priest & Sterkel
PO Box 594
Crested Butte, CO 81224

ACCOUNT #: R045174
PARCEL #: 3257-211-07-002
ECONOMIC AREA: 6

	SUBJECT	EXAMPLE 1	EXAMPLE 2	EXAMPLE 3	EXAMPLE 4
					
ACCOUNT NUMBER:	**R045174**	**R044377**	**R045169**	**R045170**	**R015256**
PARCEL NUMBER:	3257-211-07-002	3257-214-13-001	3257-272-47-001	3257-272-47-002	3257-272-09-001
PROPERTY ADDRESS:	99 Gloria Pl, Unit East	1038 Cascadilla St	337 Cement Creek Rd, Unit A	337 Cement Creek Rd, Unit B	388 Cascadilla St
	Crested Butte South	Crested Butte South	Crested Butte South	Crested Butte South	Crested Butte South
LEGAL DESCRIPTION:	Unit East, Aspen Tree Townhomes	Unit 1038, South Valley Townhomes	Unit A, Timbers Townhomes	Unit B, Timbers Townhomes	Lot 23, Block 2, Crested Butte South Subdivision
LAND SQ FT AREA:	7,405	7,841	4,356	3,920	17,860
ARCHITECTURAL STYLE:	Townhouse	Townhouse	Townhouse	Townhouse	Ranch
EFFECTIVE YEAR BUILT:	2006	2005	2006	2006	1976
CONSTRUCTION QUALITY:	Average Plus	Average	Average	Average	Fair
CONDITION:	Average	Average	Average	Average	Average
RESIDENTIAL SQ FT:	1,286	867	1,536	1,512	1,284
BASEMENT SQ FT:	0	719	0	0	0
GARAGE SQ FT:	0	336	288	360	550
LOCATION:	End	End	End	Inside	0
EQUIVALENT SQ FT:	1,286	1,509	1,594	1,584	1,394
SALE DATE:		3/17/2022	11/16/2020	3/26/2021	7/31/2020
SALES PRICE:		$840,000	$573,000	$587,000	$475,000
TIME ADJUSTED SALES PRICE:		**$860,580**	**$890,786**	**$817,515**	**$827,830**
TASP PER EQUIVALENT SQ FT:		**$570**	**$559**	**$516**	**$594**
COMPARABILITY:		**Similar**	**Similar**	**Inferior**	**Inferior**

SUBJECT ACCOUNT VALUE: **$823,810**

VALUE PER EQUIVALENT SQ FT: **$641**

Narrative	The subject property is a duplex style townhome of average plus quality built in 2005. It is located in the upper part of Crested Butte South. All of the examples presented are from the improved sales of townhome/single family residences in Economic Area 6. Examples 1, 2, and 3 are also located in Crested Butte South, similar to the subject in age and condition, but are slightly lesser in quality, larger in size, and have a one car garage. Example 3 is an inside unit for location within the Timbers Townhomes complex. Example 4 is a single family residence located in Crested Butte South is similar in condition, inferior in quality, slightly larger in size with the garage, and the effective year built is older. We expect to see a lower price per square foot when the residence square footage is larger. These sales and the other sales of townhomes and single family residences support the value.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison Chamber of Commerce and Visitor Center; E

Action Requested:

Parties to the Agreement:

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

Summary:

Gunnison Chamber would like to offer every college student $10 in Gunnison Greenbacks to use in town.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 8/15/2024

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 8/20/2024

Revised April 2015

From: Chamber Director <chamberdirector@gunnisonchamber.com>
Sent: Monday, August 5, 2024 9:50 AM
To: Matthew Birnie <MBirnie@gunnisoncounty.org>
Subject: idea

[EXTERNAL SENDER - USE CAUTION]

Hello Matthew,

My board had an idea the other day after we read the article in the Gunnison Times a few editions ago about the fall enrollment on campus.

The goal of business is always to get students engaged with community.

The idea is - what if we could issue a $10.00 Gunnison Greenback for every student who is physically here at Westerns campus as a welcome to the community and encourage our students to come to the retail shops, restaurants, and get an introduction to what Gunnison offers.

Of course there is a cost involved and I know this is a very last minute request and I apologize up front for the late thought. As I just had this idea. The chamber can support some of the cost but not all. I am estimating it would be a $15,000 cost to cover a $10.00 Gunnison Greenback for the fall enrollment.

The chamber can support $5,000 of this cost and I would like to humbly ask if the county might consider supporting this at a $5,000 investment. I am asking the same request of the city of Gunnison.

Sincerely, Celeste

--

Celeste Helminski

Executive Director

Gunnison Country Chamber of Commerce and Visitor Center

chamberdirector@gunnisonchamber.com

970 641 1501

Gunnison Country
CHAMBER of COMMERCE

Please note this is a NEW email address for your information. Thank you.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Townhome Plat; LUC-24-00038; AFC Development, LLC

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The Applicants, AFC Development, LLC and Basin Real Estate Holdings, Inc, have submitted a request for a plat approval of (4) three-unit townhome buildings.

Fiscal Impact:

Submitted by: Rachael Blondy **Submitter's Email Address:** rblondy@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 8/13/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/13/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 8/20/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Rachael Blondy, *Planner I*
(970) 641-7932
rblondy@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners
RE: LUC-24-00038 | Townhome Plat| AFC Development, LLC and Basin Real Estate Holdings, Inc.
Memo Date: August 13, 2024
Meeting Date: August 20, 2024

The Applicants, AFC Development, LLC and Basin Real Estate Holdings, Inc, have submitted a request for a plat approval of (4) three-unit townhome buildings, located at 180 and 186 Elk Valley Road, Crested Butte, CO 81224 as depicted in Exhibit A. The townhomes will be known as Brush Creek Village Townhomes. The lots are legally described as Lots M1-6 through M1-9, Buckhorn Ranch Filing 2b, County of Gunnison, State of Colorado, according to the plat thereof recorded April 26, 2004, under reception No. 541322.

The units have been constructed pursuant to building permits BP-24-00046 and BP-24-00047 from Gunnison County. The square footage is 8,746 sq. ft. per building. The end units are 2,525 sq. ft. plus an additional 557 sq. ft. for the garage. The middle units are 2,164 sq. ft. plus 418 sq. ft. garages. The units share party walls and are residential in nature.

Staff recommends that the Board approve the condominium plat and finds that the application complies with all applicable standards found in LUR Section 5-103 *Standards for Approval of Administrative Review Projects*.

Section 5-103:*A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS*

1. COMPLY WITH APPLICABLE STANDARDS
2. COMPATIBILITY WITH COMMUNITY CHARACTER

The Townhome Plat was reviewed by planning staff and by the County Attorney's Office on July 24, 2024 and was found to comply with the standards of Land Use Resolution Section 5-104.K *Specifications for Condominium/Townhome Plats*.

Thank you,
Rachael Blondy

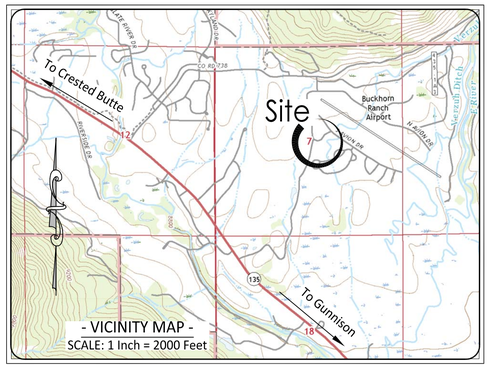
Exhibits

You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-24-00038. Click on "Attachments".

A. Townhome Plat

Brush Creek Village Townhomes, Phase 1

Being a Re-Subdivision of Lots M1-6, M1-7, M1-8, and M1-9, Buckhorn Ranch filing 2b Situated within Section 7, Township 14 South, Range 85 West of the 6th Principal Meridian Gunnison County, Colorado



PROPERTY DESCRIPTION:

Lots M1-6, M1-7, M1-8, and M1-9, Buckhorn Ranch Filing 2b, according to the plat thereof, recorded April 26th, 2004 as Reception No. 541322, and being subject to that Lot Cluster Agreement and Declaration Agreement recorded February 8th, 2023 as Reception No. 689664 and 689665 in the office of the Gunnison County Clerk and Recorder, State of Colorado.

CERTIFICATE OF DEDICATION AND OWNERSHIP:

AFC Development, LLC, a Texas limited liability company, and Basin Real Estate Holdings, LLC, a Texas limited liability company, being the owners of 3.593 acres of land legally described as Lots M1-6, M1-7, M1-8, and M1-9, Buckhorn Ranch Filing 2b, according to the plat thereof, recorded April 26th, 2004 as Reception No. 541322, and being subject to that Lot Cluster Agreement and Declaration Agreement recorded February 8th, 2023 as Reception No. 689664 and 689665 in the office of the Gunnison County Clerk and Recorder, State of Colorado, have laid out, platted and/or subdivided the same into 12 townhome units shown as Lots 101,103,105,107,109,111,113,115,117,119,121,& 123 encompassing 1.475 acres under the name of Brush Creek Village Townhomes, Phase 1, as shown on this plat, and do hereby permanently dedicate and convey to the owners of lots, tracts, or parcels within the Brush Creek Village Townhomes, Phase 1 and their guests, and the owners of Resultant Clustered Lots M1-6 and M1-7 and Resultant Clustered Lots M1-8 and M1-9 including any subdivisions thereof and their guests but not the public at large, the common right to use streets, alleys, roads and other areas as shown hereon within the Brush Creek Village Townhomes, Phase 1 and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon within the Brush Creek Village Townhomes, Phase 1.

_____ day of _____, A.D. 2024

AFC Development, LLC

By: _____
Robert M. Spencer, Jr., Member

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, A.D. 2024 by Robert M. Spencer, Jr., as Member of AFC Development, LLC, a Texas limited liability company.

My commission expires: _____

Witness my hand and official seal:

_____
Notary Public (seal)

Basin Real Estate Holdings, LLC.

By: _____
Stephen Howard, Member

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, A.D. 2024 by Stephen Howard, as Member of Basin Real Estate Holdings, LLC, a Texas limited liability company.

My commission expires: _____

Witness my hand and official seal:

_____
Notary Public (seal)

Lienholder: Veritex Community Bank

By: _____

Name: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, A.D. 2024 by _____ as _____ of the _____.

My commission expires: _____

Witness my hand and official seal:

_____
Notary Public (seal)

Lienholder: Ciera Bank

By: _____

Name: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, A.D. 2024 by _____ as _____ of the _____.

My commission expires: _____

Witness my hand and official seal:

_____
Notary Public (seal)

ATTORNEY'S OPINION:

I, Jacob A. With, 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 Basin Real Estate Holdings, LLC, a Texas limited liability company and AFC Development LLC, a Texas limited liability company and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. All matters shown on this Plat.
2. All matters not shown on this Plat or in the real property records of Gunnison County, Colorado.
3. The lien for real property taxes for the current and subsequent years.
4. A right of way for ditches or canals constructed by the authority of the United States as reserved in the United States Patents recorded February 18, 1934 in Book 235 at Page 375 and October 28, 1949 in Book 278 at Page 539.
5. Right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded April 16, 1913, in Book 101 at Page 529.
6. Restrictions, reservations and easements, which do not contain a forfeiture or reverter clause, contained in deed recorded April 23, 1976 in Book 493 at Page 282.
7. Covenants, conditions and restrictions set forth in Declaration of Protective Covenants for Crested Butte Airport recorded April 23, 1976 in Book 493 at Page 288, and the effect of termination recorded November 6, 1996 under Reception No. 471833.
8. Terms and conditions contained in an agreement regarding construction and maintenance of a concrete ditch between Ronald D. Rouse and William J. Lacy recorded May 28, 1976 in Book 493 at Page 973; modified by instrument recorded April 4, 1994 in Book 743 at Page 230 and clarified in instrument recorded December 11, 1995 in Book 775 at Page 95.
9. Terms, conditions, provisions and burdens set forth in ditch easements contained in Quit Claim Deeds recorded May 9, 1978 in Book 514 at Page 794 and in Book 514 at Page 799.
10. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Findings of Fact, Order and Decree in the matter of the organization of the proposed East River Regional Sanitation District recorded April 26, 1984 in Book 604 at Page 934 and in Tap Purchase Agreement recorded October 1, 1984 in Book 610 at Page 357.
11. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement Deed recorded October 05, 1984 in Book 610 at Page 589.
12. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement Agreement recorded October 09, 1984 in Book 610 at Page 612.
13. Terms and Conditions in Agreement by Brush Creek Airport Limited Liability Company as Recorded April 25, 1994 in Book 744 at Page 318, for a satellite fire protection facility.
14. Terms, conditions and restrictions as set forth in declaration of restrictions, covenants, easements, imposition of fees and architectural control recorded June 2, 1994 in Book 746 at Page 488 and amendment thereto recorded May 3, 2001 under Reception No. 510418.
15. Easements and covenants, which do not include a forfeiture or reverter clause, contained in an agreement between Brush Creek Airport Limited Liability Company and William J. Lacy, Jr., recorded December 11, 1995 in Book 775 at Pages 95-99.
16. Terms, conditions and provisions of special restrictive covenants respecting airline landing strip recorded December 20, 1995 in Book 775 at Page 642.
17. Terms and conditions as contained in Board of County Commissioners of Gunnison County, Resolution#95-73 recorded December 26, 1995 in Book 775 at Page 801 and in Board of County Commissioners of Gunnison County #01-08 recorded February 2, 2001 under Reception No. 508400.
18. Conditions imposed by the Board of County Commissioners of Gunnison County, Resolution No. 24, Series 1997 for a Land Use Charge Permit for Buckhorn Ranch (formerly Avion), in which the specific location is not defined, recorded May 13, 1997 under Reception No. 475588.
19. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in easement and covenant Brush Creek Airport/Avion Club landing strip recorded November 06, 1996 under Reception No. 471838.
20. Terms, conditions, and provisions contained in cooperative development agreement recorded November 17, 1997, under Reception No. 479882; as effected by release recorded February 17, 2000 under Reception No. 499774 and by release recorded August 21, 2001 under Reception No. 513566.
21. Terms and conditions as contained in Board of County Commissioners of Gunnison County, Resolution #31, Series 1999, recorded September 15, 1999 under Reception No. 496207, and Board of County Commissioners Resolution #01-09 recorded February 2, 2001 under Reception No. 508401.
22. Terms, conditions and provisions in Stipulation and Settlement Agreement recorded February 13, 2001 under Reception No. 508667; rerecorded May 14, 2001 under Reception No. 510614; and Board of County Commissioners Resolution No. 01-07 recorded February 2, 2001 under Reception No. 508399; and Order approving Stipulation and Settlement recorded February 13, 2001 under Reception No. 508668; and Amendment to Stipulation and Settlement Agreement recorded January 28, 2003 under Reception No. 527562.
23. Restrictive covenants which do not contain a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable State or Federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Declaration of Protective Covenants for Buckhorn Ranch recorded May 3, 2001 under Reception No. 510419; and in Resolution for Amendment recorded July 7, 2007 under Reception No. 577051; and in Amended and Restated Declaration recorded October 27, 2017 under Reception No. 649955.
24. Terms and conditions as contained in Development Improvements Agreement recorded May 3, 2001 under Reception No. 510421.
25. Terms, conditions and provisions of Order on Cross Motions for Summary Judgment, Case No. 00CV126 Recorded June 08, 2001 under Reception No. 511400; as effected by release recorded August 21, 2001 under Reception No. 513566.
26. Terms, conditions and provisions of Order in Case No. 01CV18 recorded July 16, 2002 at Reception No. 522019.
27. Terms, conditions, provisions, burdens and obligations as set forth in disclosure regarding the formation of North Valley Metropolitan District and tax responsibilities of owners of real property recorded April 23, 2004 under Reception No. 541217.
28. Terms, conditions, obligations and agreements as contained in Gunnison County Resolution #22, Series 2004 recorded April 26, 2004 under Reception No. 541321; and Amendment recorded October 12, 2011 under Reception No. 608847.
29. Easements, conditions, covenants, restrictions, reservations and notes on the recorded Plat of Buckhorn Ranch Filing 2b, recorded April 26, 2004 under Reception No. 541322.
30. Terms, conditions, provisions and burdens set forth in notice recorded April 26, 2004 under Reception No. 541325.
31. An easement and right of way as granted to Atmos Energy by instrument recorded June 27, 2005 under Reception No. 555067 and by instrument recorded September 16, 2005 under Reception No. 558288 and by instrument recorded October 2, 2006 under Reception No. 569618.
32. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Grant of Easement recorded July 18, 2008 under Reception No. 585228.
33. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement Agreement recorded September 08, 2008 under Reception No. 586338.
34. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Grant of Easement to Skyland Metropolitan District recorded September 08, 2008 under Reception No. 586339.
35. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Water Provider and Easement Agreement recorded October 29, 2009 under Reception No. 594872.
36. Terms, conditions, provisions, restrictions, burdens and obligations of Design Guidelines recorded December 5, 2007 under Reception No. 580730, and the Addendums thereto recorded July 9, 2008 under Reception No. 585019 and Reception No. 585020; and Amended Design Review Guidelines and Construction Rules and Regulations recorded November 09, 2012 at Reception No. 616672 and recorded April 28, 2016 under Reception No. 639119; and in Amended Design Review Guidelines and Construction Rules and Regulations recorded March 01, 2018 under Reception No. 651956.
37. Any tax, lien or fee resulting from inclusion in East River Regional Sanitation District as evidenced by Special District Public Disclosure recorded December 31, 2014 under Reception No. 630687.
38. Declaration of Covenants, Conditions and Restrictions recorded December 04, 2018, under Reception No. 657584. (As to Lots M1-1 through M1-15 only).
39. Terms, conditions and provisions of Resolution No. 18-46 recorded December 4, 2018 under Reception No. 657585.
40. Terms, conditions, provisions, burdens and obligations as set forth in Declaration of Water Service recorded December 20, 2018 under Reception No. 657895.
41. The effect of Trustee's Deed recorded March 19, 2019 under Reception No. 659149.
42. All maters shown on ALTA/NSPS Land Title Survey certified November 29, 2017 prepared by Clark Land Surveying, Inc., Job #170897.
43. Terms, conditions and provisions of Lot Cluster Agreement and Declaration recorded February 8, 2023 under Reception No. 689665.
44. Terms, conditions and provisions of Certificate of Administrative Review recorded March 20, 2023 under Reception No. 690017.
45. Terms, conditions and provisions of Certificate of Administrative Review recorded March 20, 2023 under Reception No. 690019.
46. Terms, conditions and provisions of Certificate of Administrative Review recorded April 16, 2024 under Reception No. 695972.
47. Terms, conditions and provisions of Certificate of Administrative Review recorded April 16, 2024 under Reception No. 695974.
48. Deed of trust to Ciera Bank recorded September 11, 2023 under Reception No. 692864.
49. Correction Third Lien Deed of Trust, Security Agreement, and Financing Statement to Ciera Bank recorded November 7, 2023 under Reception No. 694008.
50. Deed of Trust to Veritex Community Bank recorded July 7, 2023 under Reception No. 691565.
51. Lot Cluster Agreement and Declaration recorded February 8, 2023 under Reception No. 689664.
52. Option and Right of First Refusal recorded September 3, 2021 under Reception No. 678980 and re-recorded under Reception No. 687137.
53. First Amendment to Option and Right of First Refusal recorded January 3, 2023 under Reception No. 689207.
54. Second Amendment to Option and Right of First Refusal recorded September 21, 2023 under Reception No. 693086.

Dated this _____ day of _____, A.D. 2024.

_____
Jacob A. With, Atty. Reg. #: 40546

GENERAL NOTES:

1. Confinement of domestic animals: All dogs and cats shall be confined by kenneling, leashing, fencing or other physical constraint at all times. This restriction may be enforced by Gunnison county at the expense of the owner.
2. Colorado's fence out requirements: A property owner is required to construct and maintain fencing in order to keep livestock off his/her property.

SURVEY NOTES:

1. Basis of Bearings: Bearings shown hereon are based on an Record bearing of N89°47'51"W, between the Southerly corner of said Lots M1-8 and M1-9, Buckhorn Ranch Filing 2b, according to the plat thereof, recorded April 26th, 2004 as Reception No. 541322, and being subject to that Lot Cluster Agreement and Declaration Agreement recorded February 8th, 2023 as Reception No. 689664 and 689665 in the office of the Gunnison County Clerk and Recorder, State of Colorado, being monumented by a 5/8" rebar and 1.25" red plastic cap stamped LS 38160, and the Southwest corner of said Lot M1-8, being monumented by a 5/8" rebar and 1.25" red plastic cap stamped LS 38160, both corners being monumented as shown hereon.
2. Date of field survey: April 2024.
3. Units of linear measurements are displayed in US Survey Feet.
4. SGM will not be responsible for any changes made to this document after it leaves our possession. Any copy, facsimile, etc., of this document must be compared to the original signed, sealed and dated document to insure the accuracy of the information shown on any such copy, and to insure that no such changes have been made.
5. The property shown hereon is subject to all easements, rights-of-way, building setbacks or other restrictions of record, as such items may affect this property. This survey does not represent a title search by this surveyor to determine ownership or to discover easements or other encumbrances of record. All information pertaining to legal descriptions, ownership, easement and other encumbrances of record has been taken from the plat plat BUCKHORN RANCH FILING No. 2b, recorded April 26th, 2004, bearing Reception No. 541322 in the records of Gunnison County, Colorado.
6. The lot lines created by this map between Lots 101,103,105,107,109,111,113,115,117,119,121,& 123 are shown and described herein. The boundaries of the units are derived from these lot lines as shown. However, if the lot line as depicted along the anticipated center line of the party wall is not in the location of the actual party wall as shown on the map then the point of division for the two units is the center line of said party wall.

BOARD OF COUNTY COMMISSIONERS APPROVAL

The within plat of Brush Creek Village Townhomes, Phase 1 is approved this _____ day of _____, A.D. 2024, 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

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

"We, AFC Development, LLC, a Texas limited liability company, and Basin Real Estate Holdings, LLC, a Texas limited liability company, on behalf of 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. 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."

AFC Development, LLC

By: _____
Robert M. Spencer, Jr., Member

Basin Real Estate Holdings, LLC

By: _____
Stephen Howard, Member

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

"We, AFC Development, LLC, a Texas limited liability company, and Basin Real Estate Holdings, LLC, a Texas limited liability company, on behalf of 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. 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."

AFC Development, LLC

By: _____
Robert M. Spencer, Jr., Member

Basin Real Estate Holdings, LLC

By: _____
Stephen Howard, Member

SURVEYORS CERTIFICATE:

I, Erik E. Bjornstad, do hereby certify that I am a professional land surveyor licensed under the law of the state of Colorado, that this plat is a true, correct and complete plat of Brush Creek Village Townhomes, Phase 1 as laid out, platted, dedicated and shown hereon, that such plat was made by me from an accurate survey of said property by SGM Inc. and under my supervision and correctly shows the location and dimensions of the boundary and easements of said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land. I further certify that this plat satisfies requirements of the C.R.S. Section 38-33.3-209.

Erik E. Bjornstad
Colorado PLS # 38697
For, and on behalf of SGM

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. 2024,

Reception Number _____, Time _____, Date _____.

Gunnison County Clerk and Recorder

_____
By: Deputy

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

Brush Creek Village Townhomes, Phase 1
Gunnison County

#	Revision	Date	By:
1			
2			
3			
4			
5			
6			
7			
8			

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Job No.	2023-238.001
Drawn by:	MH
Date:	07/29/2024
Approved:	EB
PLS:	
File:	HorseshoePlat.dwg

Title:

Townhome Plat

Sheet No.

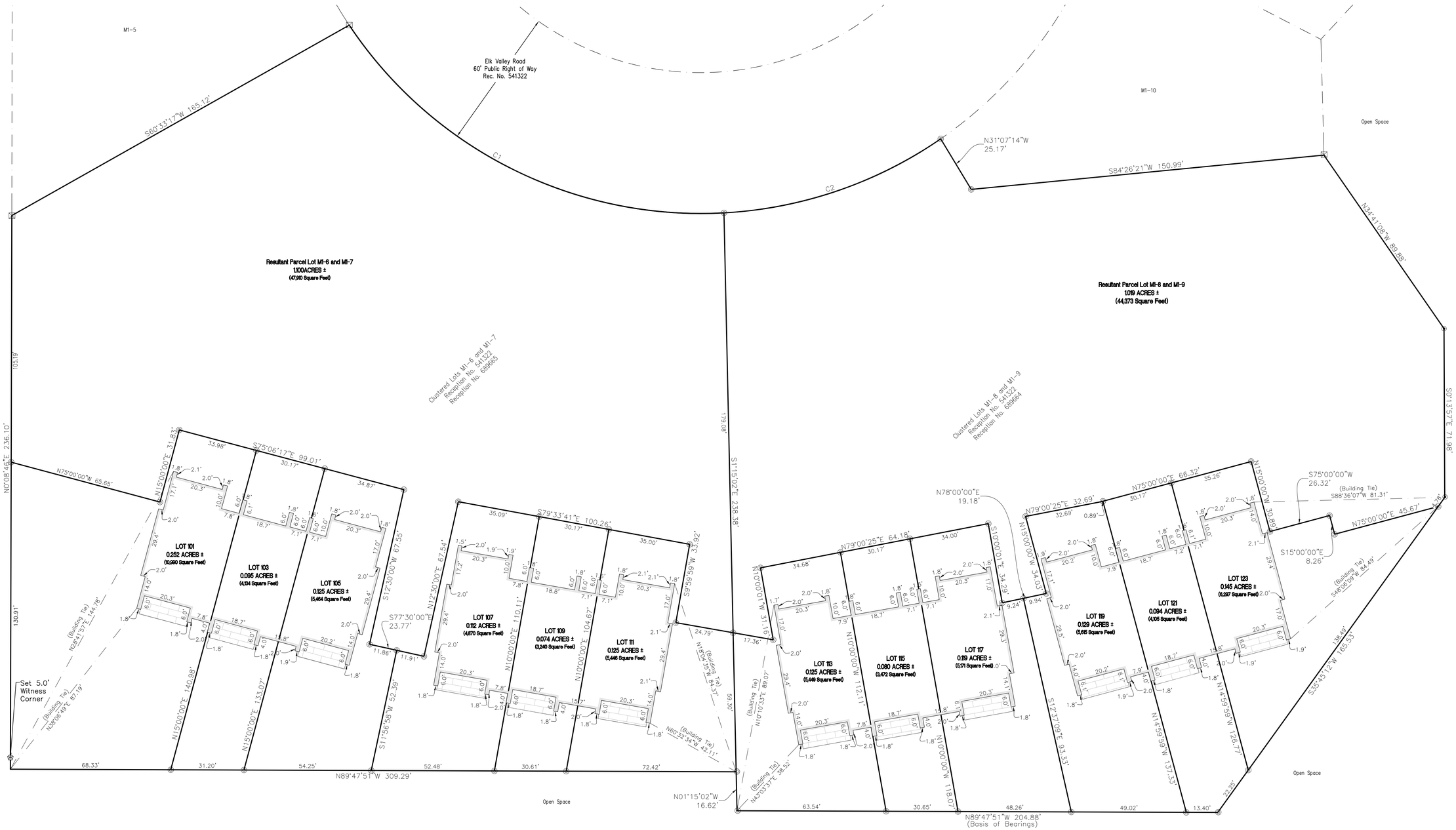
1

Of: 3

I:\2023\2023-238-BasinRealEstateHoldings\001-M1-6-M1-7Const\11-Design\Survey\HorseshoePlat.dwg Plotted: 7/29/2024 1:41 PM By: Erik Bjornstad

Brush Creek Village Townhomes, Phase 1

Being a Re-Subdivision of Lots M1-6, M1-7, M1-8, and M1-9, Buckhorn Ranch filing 2b
Situated within Section 7, Township 14 South, Range 85 West of the 6th Principal Meridian
Gunnison County, Colorado



- LEGEND -

- ○ – Set 18" Long, 5/8" Diameter Rebar and 1.25" Red Plastic Cap stamped PLS 38697
- ⬠ – Set 18" Long, 5/8" Diameter Rebar and 2" Aluminum Cap Witness Corner Stamped WC 5.0, PLS 38697
- ◉ – Found 5/8" Rebar and 1.25" Red Plastic Cap stamped LS 38160
- ⊠ – Found 5/8" Diameter Rebar, accepted and added 1.25" Red Plastic Cap stamped PLS 38697
- – – – – – – – – Easement Line Dedicated per this Plat
- ——— ——— ——— Building Tie Line
- — — — — — Adjoining Lot Line
- ▭ – Wood Deck

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	186.91'	180.00'	59°29'45"	S63°22'41"E	178.63'
C2	98.86'	180.00'	31°28'01"	N71°08'21"E	97.62'

Graphic Scale
0 10 20 40
In U.S. Feet : 1" = 20'

SGM
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Gunnison, CO 81230
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#	Revision	Date	By:
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Townhome Plat

Sheet No.

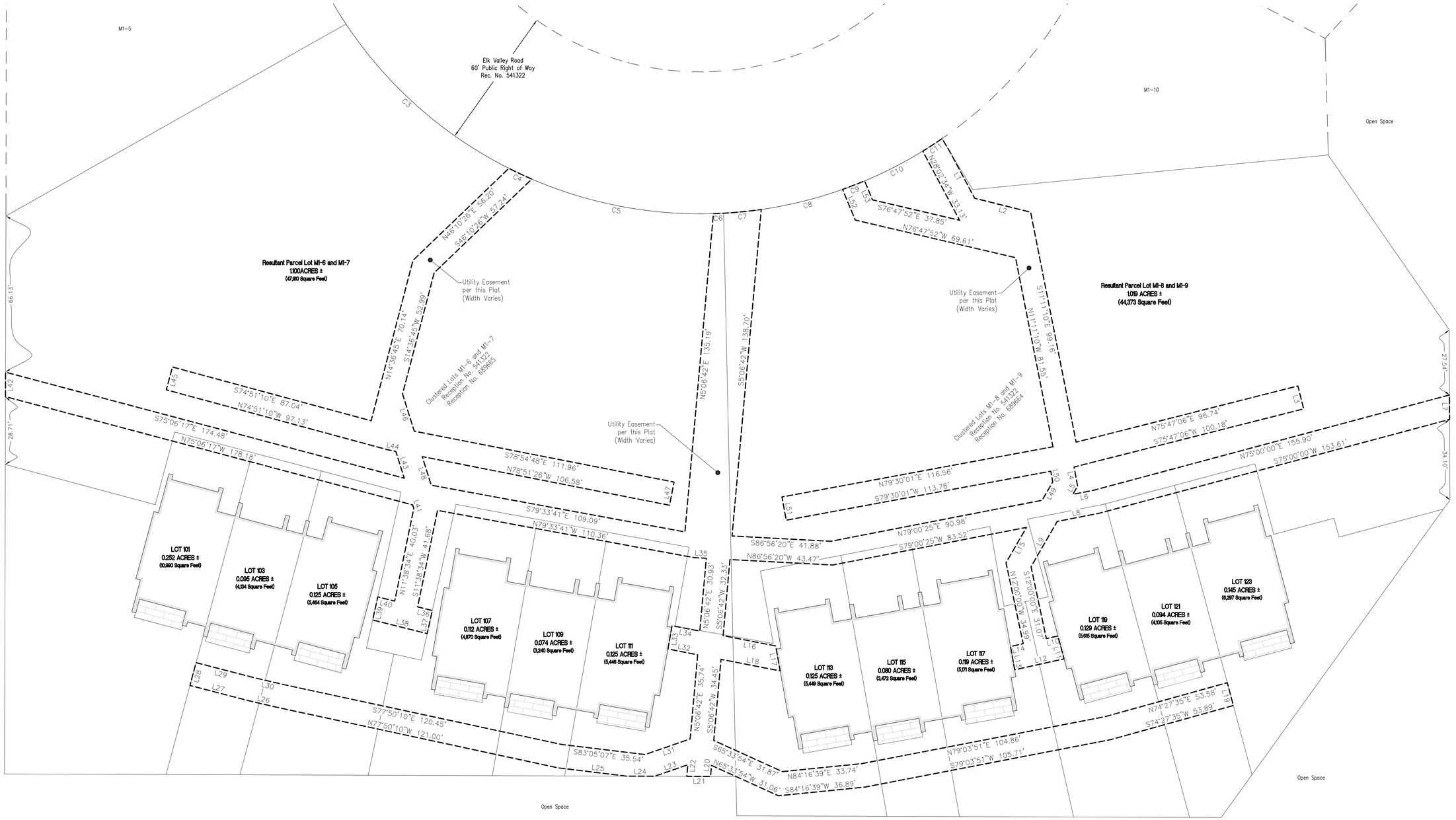
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Of : 3

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Brush Creek Village Townhomes, Phase 1

Being a Re-Subdivision of Lots M1-6, M1-7, M1-8, and M1-9, Buckhorn Ranch filing 2b
Situated within Section 7, Township 14 South, Range 85 West of the 6th Principal Meridian
Gunnison County, Colorado



LEGEND

- ○ – Set 18" Long, 5/8" Diameter Rebar and 1.25" Red Plastic Cap stamped PLS 38697
- ⛃ – Set 18" Long, 5/8" Diameter Rebar and 2" Aluminum Cap Witness Corner Stamped WC 5.0, PLS 38697
- ◉ – Found 5/8" Rebar and 1.25" Red Plastic Cap stamped LS 38160
- ⊠ – Found 5/8" Diameter Rebar, accepted and added 1.25" Red Plastic Cap stamped PLS 38697
- Easement Line Dedicated per this Plat
- Building Tie Line
- Adjoining Lot Line
- Wood Deck

EASEMENT CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C3	93.09'	180.00'	29°37'51"	N48°26'44"W	92.05'
C4	10.72'	180.00'	3°24'48"	S64°58'04"E	10.72'
C5	78.80'	180.00'	25°04'56"	S79°12'56"E	78.17'
C6	4.31'	180.00'	1°22'14"	N87°33'29"E	4.31'
C7	16.02'	180.00'	5°05'58"	N84°19'23"E	16.02'
C8	35.46'	180.00'	11°17'09"	N76°07'50"E	35.40'
C9	10.00'	180.00'	3°11'04"	N68°53'43"E	10.00'
C10	27.66'	180.00'	8°48'19"	N62°54'01"E	27.64'
C11	9.71'	180.00'	3°05'30"	N56°57'06"E	9.71'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L3	S14°12'54"E	10.00'
L4	S10°29'59"E	8.22'
L5	S30°00'00"W	3.99'
L6	N79°00'25"E	8.84'
L7	S00°13'57"E	10.34'
L8	S79°00'25"W	17.88'
L9	S30°00'00"W	22.14'
L10	N77°31'44"E	5.03'
L11	S14°56'53"E	10.01'
L12	S77°31'44"W	21.38'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L13	N10°05'22"W	10.01'
L14	N77°31'44"E	5.50'
L15	N30°00'00"E	17.28'
L16	S78°55'51"E	22.66'
L17	S10°05'22"E	10.72'
L18	N78°55'51"W	25.49'
L19	S14°59'59"E	10.00'
L20	S05°06'42"W	4.69'
L21	N89°47'51"W	10.04'
L22	N05°06'42"E	4.93'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L23	S70°50'31"W	14.81'
L24	N89°47'51"W	11.96'
L25	N83°05'07"W	29.29'
L26	N76°53'27"W	12.86'
L27	N75°26'54"W	25.53'
L28	N15°00'00"E	10.00'
L29	S75°26'54"E	25.32'
L30	S76°53'27"E	12.65'
L31	N70°50'31"E	20.19'
L32	N78°55'51"W	12.80'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L33	N09°59'57"E	10.00'
L34	S78°55'51"E	11.94'
L35	N86°56'20"W	5.15'
L36	S75°58'17"E	6.40'
L37	S12°30'00"W	10.00'
L38	N75°58'17"W	23.77'
L39	N12°30'00"E	10.00'
L40	S75°58'17"E	7.37'
L41	N17°27'18"W	1.57'
L42	N00°08'46"E	10.34'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L43	N17°27'18"W	11.91'
L44	N78°51'26"W	3.37'
L45	N15°08'50"E	10.00'
L46	S17°27'18"E	16.49'
L47	S11°05'12"W	10.00'
L48	S17°27'18"E	12.70'
L49	N30°00'00"E	8.99'
L50	N10°29'59"W	4.59'
L51	N10°29'59"W	10.00'
L52	N22°34'31"W	14.05'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L53	S22°34'31"E	8.68'

Graphic Scale
0 10 20 40
In U.S. Feet : 1" = 20'

SGM
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Brush Creek Village Townhomes, Phase 1
Gunnison County

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Job No.	2023-238.001
Drawn by:	MH
Date:	07/29/2024
Approved:	PLS: EB
File:	HorseshoePlat.dwg

Title:

Townhome Plat

Sheet No.
3
Of: 3

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster; LUC-24-00039; Susan and Mark Elmenhor

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Susan and Mark Elmenhorst request approval to cluster the parcels legally described as Lot 29 and 30, Block 29, Crested Butte South – Fourth Filing.

Fiscal Impact:

Submitted by: Rachael Blondy **Submitter's Email Address:** rblondy@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 8/13/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/13/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 8/20/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Rachael Blondy, *Planner I*
(970) 641-7932
rblondy@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners
RE: LUC-24-00039 | Lot Cluster | Susan and Mark Elmenhorst
Date: August 20 2024

The Applicant, Susan and Mark Elmenhorst, request approval of a lot cluster as shown in Exhibit A. The parcels legally described as Lot 29 and 30, Block 29, Crested Butte South – Fourth Filing are desired to be clustered in order to allow for their proposed one-story residence to meet setback requirements. The lot cluster has been approved by the Crested Butte South Property Owners Association.

Staff recommends that the Board approve the lot cluster and finds that the application complies with all applicable standards found in LUR Section 5-103. The resulting 0.81 acre lot will be compatible with community character and lot sizes that currently exist on the cul-de-sac of Proffitt Place.

Section 5-103: Standards for Approval of Administrative Review Projects describes the standards for approval:

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.

2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

The Lot Cluster was reviewed by planning staff and by the County Attorney's Office on August 7, 2024 and was found to comply with the standards of Land Use Resolution Sec. 5-104.M, *Application Form for Lot Cluster.*

Thank you,

Rachael Blondy

Exhibits

You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-24-00039. Click on "Attachments".

A. Site Plan
B. Lot Cluster Agreement

LOT CLUSTER FOR LOTS 29 & 30, BLOCK 29

CRESTED BUTTE SOUTH SUBDIVISION
MARK & SUSAN ELMENHORST
7/25/24 SCALE: 1" = 40'-0"

GRAPHIC SCALE

0 40 80

NORTH

GUNNISON COUNTY

LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting_____(filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Mark Anthony Elmenhorst **(Owner)** Susan Elizabeth Elmenhorst **(Owner)**

_____ **(Owner)** _____ **(Owner)**

RECITALS:

Legal Description: Complete – please attach if too long

Lot 29 and 30, Block 29, Crested Butte South - Fourth Filing, according to the plat recorded on November 9, 1972 as Reception No. 291415

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.

2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 7/24/24 Mark Elmenhorst
Owner

Date: 7/24/24 Susan Elmenhorst
Owner

Date: _____ _____
Owner

Date: _____ _____
Mortgage or Lien Holder

STATE OF Colorado)
)ss
COUNTY OF Gunnison)

WHITNEY LAURIEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20204013008
MY COMMISSION EXPIRES 04/08/2028

The foregoing instrument was acknowledged before me this 24 day of July 2024 by MARK Elmenhorst Susan Elmenhorst **(Owner/s)**.

Witness my hand and official seal.

My Commission expires: 04/08/2028

Whitney Laurien
Notary Public

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____20___ by _____ **(Mortgage/Lien Holder).**

Witness my hand and official seal. *(Not Applicable)*

My Commission expires: _____

_____
Notary Public

Address:

Date: _____

_____ _____ _____
Chairperson Vice-Chairperson Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

_____
Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Crested Butte South Block 6 Subdivisio

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Adagio Properties LLC, proposes Crested Butte South Block 6 Subdivision Two, a 21-lot of the 5.89-acre Block 6 of Crested Butte South.

Fiscal Impact:

Submitted by: Hillary Seminick **Submitter's Email Address:** hseminick@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 8/14/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/14/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 20

Agenda Date: 8/20/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Hillary I. Seminick, AICP, *Planning Director*
(970) 641-7925
hseminick@gunnisoncounty.org
www.GunnisonCounty.org

To: Gunnison County Board of County Commissioners

Date: August 13, 2024

Meeting Date: August 20, 2024

Re: LUC-23-00021 | Crested Butte South Block 6 Subdivision Two

---

1. Project Description

The Applicant, Adagio Properties LLC, proposes the Crested Butte South Block 6 Subdivision Two (Application) of 5.89-acre Crested Butte South Block 6 into a total of 28 lots. The subject property is located in Crested Butte South, a designated Special Geographic Area, and is governed by the *Crested Butte South Special Area Regulations and Commercial Area Master Plan* (CAMP). The proposal would create 21 lots, approved with conditions by the Crested Butte South Property Owners Association (POA) Board February 12, 2024, and further described in Table 1. *CB South Block 6 Subdivision Dimensions* and in Exhibit A. *Plat*.

Figure 1. *CB South Block 6 Subdivision Two Site Plan*

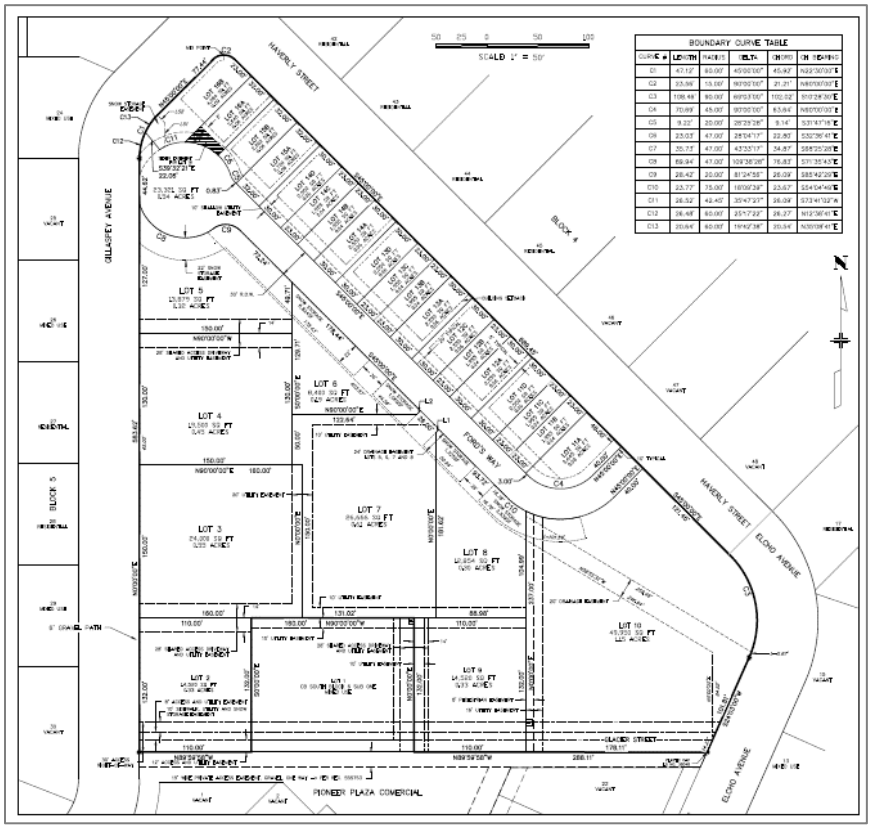


Table 1. *CB South Block 6 Subdivision Two Dimensions*

Lot Number	*Lot Area (sq. ft.)*	*Lot Use*	*CAMP Zone*
1	*Lot 1 subdivided Feb 20, 2019 (BOCC Resolution No. 2019-05, Reception No. 658764)*		
2	*14,520*	*Commercial*	*Commercial Building Zone/Active Ground Floor Use Zone*
3	*24,000*	*Commercial*	*Commercial Building Zone*
4	*19,500*	*Commercial*	*Commercial Building Zone*
5	*13,879*	*Commercial*	*Commercial Building Zone*
6	*8,400*	*Commercial*	*Commercial Building Zone*
7	*26,666*	*Commercial*	*Commercial Building Zone*
8	*12,854*	*Commercial*	*Commercial Building Zone*
9	*14,520*	*Commercial*	*Active Ground Floor Use Zone*
10	*49,950*	*Commercial*	*Commercial Building Zone/Active Ground Floor Use Zone*
11	*11A 3,645* *11B 1,995* *11C 1,995* *11D 2,550*	*Attached townhome*	*Village Core Residential Zone*
12	*12A 2,550* *12B 1,955* *12C 2,550*	*Attached townhome*	*Village Core Residential Zone*
13	*13A 2,550* *13B 1,955* *13C 1,995* *13D 2,550*	*Attached townhome*	*Village Core Residential Zone*
14	*14A 2,550* *14B 1,995* *14C 1,995* *14D 2,550*	*Attached townhome*	*Village Core Residential Zone*
15	*15A 2,720* *15B 2,592*	*Attached townhome*	*Village Core Residential Zone*
16	*16A 2,640* *16B 4,084*	*Attached townhome*	*Village Core Residential Zone*

All uses, dimensions, and design standards will be governed by the CAMP. Access to the development is from adjacent Gillespy Avenue and Haverly Street, which are maintained by the Crested Butte South Metro District. A new private road, Ford's Way, would provide internal access and circulation. The new road would be paved, plowed, and maintained by two new homeowner's associations as established by the draft commercial and residential covenants. Sidewalks will be temporarily constructed then paved as development occurs. Domestic sewer and water services are provided by the Crested Butte South Metro District. A Development Improvement Agreement pursuant to LUR Section 16-118 *Development Improvement Agreement Required* would be executed prior to filing of the final plat to secure the infrastructure improvements represented in the application.

2. Review Process and Impact Classification

Generally, a 28-lot subdivision would be initially classified as a Major Impact Project under LUR Section 7-101:A. *Projects Classified as Major Impact, More Than Four Units*[1]. The application received an initial impact

[1] Units is a term applied to subdivision lots, duplex units, and multiple family residences.

classification reduction from Major Impact to Minor Impact from the Community Development Department because:

a. The project is in Crested Butte South, a designated Special Geographic Area, and
b. Parcels within Crested Butte South are governed by the *Crested Butte South Special Area Regulations and Commercial Area Master Plan* (CAMP), and
c. The subject property will receive domestic water and sewer services from the Crested Butte South Metro District.

The purpose of the Special Area designation and the CAMP, described in CAMP Section 1.2 *Purpose* is to simplify the LUR review and approval, to promote a compact commercial and business development pattern, to protect the environment, public health, safety and welfare, public services, facilities and property, to provide opportunity for new and existing businesses, and to encourage economic diversity. Further, the "Vision for the Future" described in CAMP Section 8.1 *CB South Village Center Vison and Goals* as

> *…CB South Village Center is the community's cultural and social focal point that also provides for economic vitality including desired and needed businesses: a diversity of housing types; a variety of public spaces that encourage social and community interaction; a well-connected intermodal transportation system; and for sustainable design that incorporates the surrounding scenic beauty.*

The CAMP addresses the transition from single family residential development to commercial and mixed-use development in CAMP Section 8.3.A:

> *All Single-Family Dwelling owners in the Village Center Perimeter Lots are aware they have built or will be building in an area envisioned for commercial, mixed-use and multiple-family dwellings, with activity, noise, parking areas, smells, traffic, large building massing and similar impacts.*

The property is described as the "Remainder of Block 6" and defined as "…means the land area in Block 6 as platted on the Crested Butte South Second Filing as recorded in Gunnison County records at Reception No. 281588 and which remains after the Townhome Map Pioneer Plaza Commercial Townhomes was recorded and excludes Pioneer Plaza Commercial Townhomes." Subdivision of the subject property, aka Remainder of Block 6, is subject to CAMP Section 8.22:B. *Remainder of Block 6,* which states that it shall meet the following requirements:

1. *The owner shall submit a subdivision application to the P.O.A. and Gunnison County that may split up the property consistent with the CAMP;* and
2. *An overall site plan is prepared by the first developer of the Remainder of Block 6 that illustrates the overall parking, sidewalks, landscaping, snow storage similar common elements that results in a Master Development Plan that must be generally followed by each lot developer within he Remained of Block 6 unless the DRC approves an amendment to the Master Development Plan.*

Crested Butte South Commercial Area Master Plan Section 6.5 *Gunnison County Land Use Change Permit and Building Permit* states that "A development that has obtained a Crested Butte South Special Area Permit in compliance with the CAMP shall be required to secure a Land Use Change Permit and, as applicable, a Building Permit from Gunnison County. Such development shall be classified, reviewed and permitted at no higher impact classification than as an Administrative Review Project That Requires a Land Use Change Permit, pursuant to the applicable sections of the Gunnison County Land Use Resolution, except that no additional Gunnison County noticing requirements are needed".

While potentially eligible for an Administrative Review Impact Classification, the Applicant initially requested a Minor Impact Review. Staff did not object to Applicant's request of Minor Impact Review; however, LUR Section 3-111:B. *Criteria for Classifying Impact* requires the County to consider demand for public services, impacts on the impact area and environment, and impacts related to all existing and proposed development in the impact area.

> *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:*
>   - i. *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*
>   - ii. *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*
>   - iii. *IMPACTS RELATED TO ALL EXISTING AND PROPOSED DEVELOPMENT IN IMPACT AREA. The impacts of the proposed land use c change, when considered in conjunction with existing and proposed land use changes in the impact area.*

At a June 20, 2024 work session, considering the evidence and criterion above, the Planning Commission determine the proposal meets LUR Section 3-111:B. *Criteria for Classifying Impact,* reducing the impact classification from Minor Impact to Administrative Impact Review. Staff has prepared a draft resolution (Exhibit B) for the Board of County Commissioners (BOCC) consideration.

3. Land Use Review

As previously noted, the subject property is regulated by the Crested Butte Special Area Regulations and Commercial Area Master Plan (CAMP). The staff report only addresses sections where the CAMP requires Gunnison County approval pursuant to CAMP Section 3.1 Uses Generally Exempt from the Land Use Resolution "Development within the CB South Special Area shall be exempt from the requirements of the LUR, unless otherwise specified herein, or by Gunnison County." The sections specified by CAMP that are not exempt from Gunnison County review are generally the standards identified in LUR Section 1-105 *Sections Necessary for Immediate Preservation of Public Health, Safety, Welfare, and the Environment and Wildlife Resources.* Staff has outlined the substantive issues in the application and recommended conditions of approval in this memo, and all applicable Land Use Resolution (LUR) standards have been addressed in Exhibit A. *Draft Resolution* and the Planning Commission *Staff Report* in the Citizen Access file.

a. Section 9-103 *Road System*

On September 8, 2023, the Gunnison County Public Works Department issued a conditional approval letter for the project. The Applicant submitted a revised plan set after receiving said conditional approval letter. Gunnison County Staff and the Applicant met on March 16, 2024 to review the revised

plan set. The Applicant submitted a revised plan set that addressed all the comments from this meeting on June 11, 2024. A summary of this conversation is included in the Staff Report and supporting documentation is provided in the Citizen Access file.

b. Section 11-104 *Development in Geologic Hazard Areas*

A small portion of the parcel is located in mapped Potentially Unstable Slopes. Geologic hazard reports for surrounding development indicated potential for destabilization risk in event of cutting slopes and/or changes in hydrology. The project site does not have similar topographic characteristics to the adjacent lots, which have steeper slopes, while the subject property is generally flat or gently sloping. The Colorado Geological Survey provided the following comment on the application, and staff has incorporated conditions into the draft resolution.

> *The site is mostly flat (slopes less than 10%) and contains only isolated areas of steep, human-made slopes. It is just outside the toe area of a mapped "Landslide, slump, debris-flow and earthflow" complex. Provided roads, buildings, and driveways are configured such that the need for grading cuts is minimized, CGS has no objection to approval. Cuts greater than four feet should be evaluated for temporary and long-term slope stability.*

c. Sections 12-105 *Water Supply* and 12-106 *Wastewater Treatment*

The Crested Butte South Metro District (District) provided a conditional will serve letter committing to serve the development with sanitary sewer services on March 13, 2023.

d. Section 12-107 *Fire Protection*

The Crested Butte Fire Protection District (CBFPD) provided a conditional letter of approval on September 9. 2023. The Applicant provided CBFPD with an amended plan set that addressed the above conditions, and CBFPD amended the conditional approval letter on June 6, 2024. These conditions are technical in detail and are described in the draft resolution, and relevant documentation is provided in the Citizen Access file.

4. Declaration of Covenants

The Applicant has provided two covenants, Exhibit C. *Declaration of Covenants, Conditions and Restrictions of CBS Residential* and Exhibit D *Declaration of Covenants, Conditions and Restrictions of CBS Commercial*; in addition to four shared driveway agreements for Lots 1 and 9, Lots 2 and 3, Lots 4 and 5. The driveway agreements are not included as an exhibit; however are available on Citizen Access. The general purpose of these documents is to ensure maintenance of Ford's Way and other common interest areas within the Subdivision. While staff has concerns regarding how the documents will be applied practically, with regard to covenants and other agreements, staff has deferred to the Applicant's counsel to interpret the Colorado Common Interest Ownership Act (CCIOA) Colorado Revised Statute § 38-33.3-101, et. seq. and these documents compliance with that act. Staff does not purport to interpret CCIOA on behalf of the Applicant or any other party. The Gunnison County Board of County Commissioners (BOCC) have not been made a signatory party to these covenants or agreements; however, future amendments to the subdivision covenants would require Gunnison County review pursuant to LUR Section 5-103:Q. *Amendment or Termination of Subdivision Covenants.*

5. Request of the Board of County Commissioners

Determine if the subdivision complies with all applicable requirements of the *Gunnison County and Use Resolution (LUR)* and LUR Section *5-103: Standards for Approval of Administrative Review Projects, General Standards 1, 2.*

6. Application and Attachments

The entire land use application can be reviewed on Citizen Access → Projects → LUC-23-00021→ Attachments.

A. Plat
B. Draft Resolution
C. Residential Covenants
D. Commercial Covenants

PLAT OF

BLOCK 6 SUBDIVISION TWO

A PORTION OF BLOCK 6
CRESTED BUTTE SOUTH - SECOND FILING

LOCATED WITHIN
NW1/4 SECTION 27, TOWNSHIP 14 SOUTH, RANGE 85 WEST
OF THE 6TH PRINCIPAL MERIDIAN
GUNNISON COUNTY, COLORADO

ATTORNEY'S OPINION

I, Andrew H. Teske, 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 Adagio Properties, LLC, a Colorado limited liability company, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows: All references below are made to the official records of the Gunnison County Clerk and Recorder (the "Public Records").

1. Rights or claims of parties in possession not shown in the Public Records.
2. Easements, or claims of easements, not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material imposed or created by law and not shown in the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attached subsequent to January 22, 2024 at 7:45 am local time.
6. Any and all unpaid taxes and assessments.
7. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in any law authorizing the issuance of patents, (c) water rights, claims or title to water, all regardless of whether the matters are excepted under this item are shown in the public records.
8. All reservations and exceptions as set forth in United States Patents recorded May 19, 1898 in Book 115 at page 303, August 12, 1901 in Book 101 at page 248, May 22, 1918 in Book 184 at page 136, and October 6, 1922 in Book 184 at page 353.
9. Easement and right of way for cattle driveway reserved by Robert J. Oversteg and Bertha Oversteg in Warranty Deed recorded October 1, 1936 in Book 245 at page 364, in which the specific location of the easement is not defined.
10. All easements, exceptions, dedications, reservations, restrictions, roads, ditches, building envelopes, setbacks, and notes as set forth on that certain Plat of Crested Butte South - Second Filing recorded September 24, 1970 at Reception No. 281588.
11. Covenants, conditions, terms, and restrictions concerning the property, including those set forth in the following instruments, including any modifications or amendments thereto, except, and to the extent that, said covenants and restrictions are controlled or limited by any applicable law, or any such covenant or restriction is based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, medical condition, national origin, source of income or ancestry:
    a. Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at page 404;
    b. Resolutions recorded January 21, 1983 in Book 589 at page 304, December 8, 1988 in Book 661 at page 284, April 27, 1990 in Book 677 at page 578 and page 581, November 20, 1990 in Book 684 at page 901, October 22, 1993 in Book 733 at page 740, December 15, 1994 in Book 757 at page 223;
    c. Amendments recorded May 1, 1996 in Book 782 at page 202, 203, 204 and 205, November 22, 1996 at Reception No. 472225;
    d. Resolutions recorded May 27, 1998 at Reception No. 482581, April 30, 1998 at Reception No. 483318, October 19, 1998 at Reception No. 487930, November 8, 1999 at Reception No. 497644, March 22, 2001 at Reception No. 509429, September 25, 2001 at Reception No. 514482, February 5, 2002 at Reception No. 517978, June 23, 2003 at Reception No. 531851, September 25, 2003 at Reception No. 535203, February 23, 2004 at Reception No. 539220, July 20, 2004 at Reception No. 544256.
12. Any taxes, fees, obligations, restrictions, assessments, or charges by reason of the inclusion of the property within the Crested Butte South Metropolitan District.
13. Resolution Crested Butte South Metropolitan District governing Individual Wells and Sewage Disposal Systems as set forth in the instrument recorded June 8, 1993 in Book 725 at page 218.
14. Board of County Commissioners of Gunnison County Resolution No. 03-46 identifying the Proposed Crested Butte South Special Area as set forth in the instrument recorded September 25, 2003 at Reception No. 535203.
15. Board of County Commissioners Resolution No. 2008-38 designating Crested Butte South as a Special Area, recorded September 3, 2008 at Reception No. 586264.
16. Terms and conditions contained in the Certificates approving land use change permit recorded June 23, 2009 at Reception No. 591583, August 10, 2009 at Reception No. 592777, June 3, 2010 at Reception No. 598805, May 15, 2012 at Reception No. 612944, and September 20, 2012 at Reception No. 615590.
17. Terms and conditions as contained in Resolution of the Board of County Commissioners of the County of Gunnison, Colorado, completing the extension and installation of water and sewer mains to all filings in Crested Butte South subdivision except for the north half of Block 6, Filing #2, Crested Butte South, recorded January 7, 2015 at Reception No. 630782.
18. Resolution Regarding the Adoption of a Short Term Rental Policy recorded May 22, 2018 at Reception No. 653309.
19. Board of County Commissioners Resolution No. 14, Series 2020 regarding the Crested Butte South Special Area Regulations, recorded April 4, 2020 at Reception No. 665995, and September 1, 2020 at Reception No. 668955.
20. Certificate of Administrative Review Approval, Certification No. 004, Series 2023 recorded January 9, 2023 at Reception No. 689295.
21. Covenants, conditions, and restrictions as set forth in Amended and Restated Covenants for Crested Butte South recorded January 20, 2023 at Reception No. 689469, including any modifications or amendments thereto, except, and to the extent that, said covenants and restrictions are controlled or limited by any applicable law, or any such covenant or restriction is based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, medical condition, national origin, source of income or ancestry.
22. Board of County Commissioners Resolutions No 2023-8 Approving Amendment to the Crested Butte South Regulations and Commercial Area Master Plan recorded April 22, 2023 at Reception No. 690075.
23. All easements, exceptions, dedications, reservations, restrictions, roads, ditches, building envelopes, setbacks, and notes as set forth on the Plat of CB South Block 6 subdivision recorded February 6, 2019 at Reception No. 658764.
24. Resolution of the Board of County Commissioners of Gunnison County recorded February 20, 2019 at Reception No. 658765.

Dated this _____ day of August, A.D. 2024.

_____ Attorney-at-Law

BOUNDARY LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	5.00'	N45°00'00"E
L2	5.00'	N45°00'00"E

EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
L51	23.57'	N1°49'19"E
L52	10.76'	N44°09'48"W

LAND SURVEYOR'S CERTIFICATE

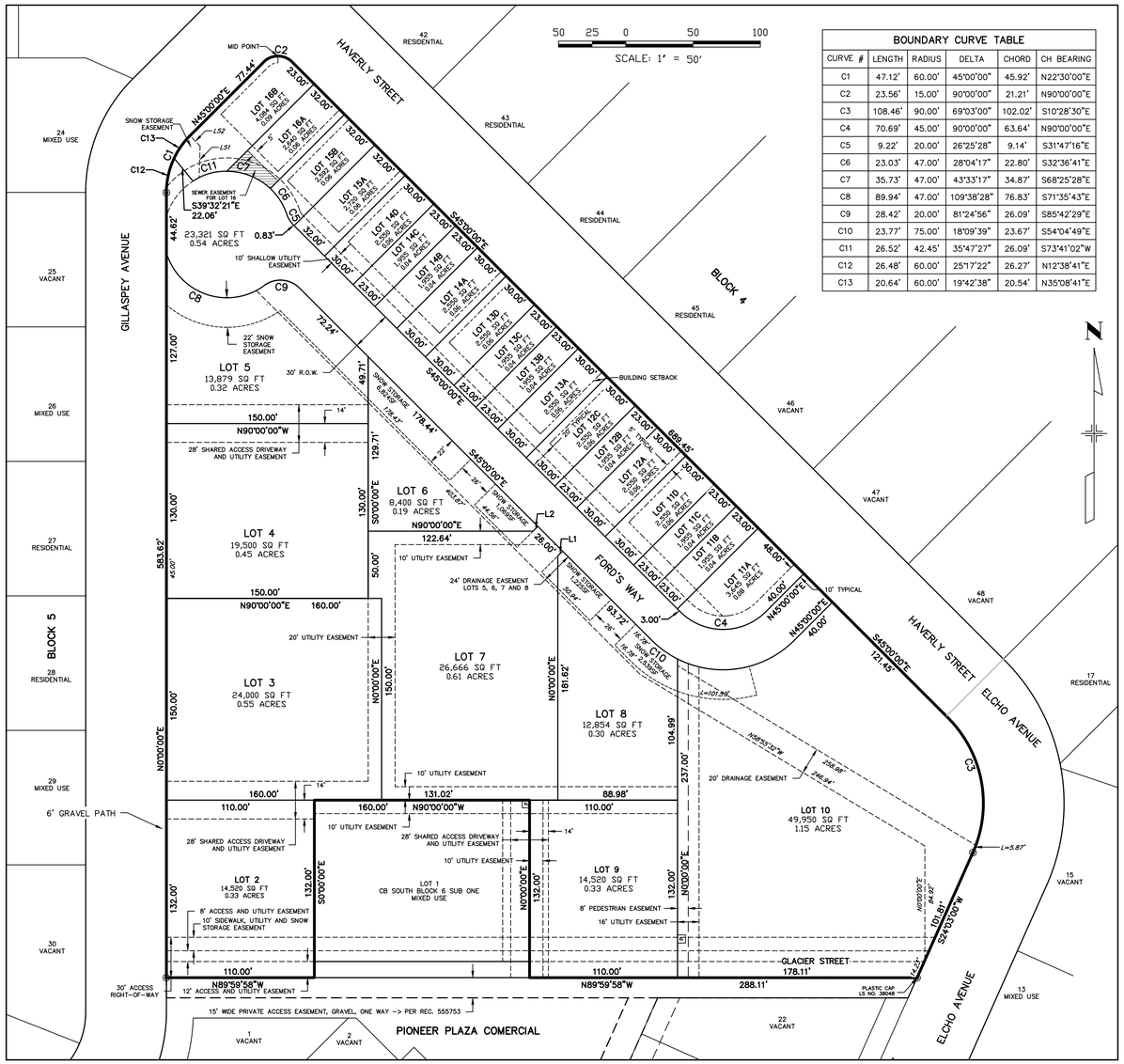
I, Norman C. Whitehead, being a registered land surveyor in the State of Colorado, do hereby certify that the survey of this plat was made by me and under my supervision and is accurate to the best of my knowledge.

Dated this _____ day of August, 2024.

COLORADO LICENSED NORMAN C. WHITEHEAD 27739 P.E. AND P.L.S.

_____
Norman C. Whitehead, P.E.-P.L.S.
Colorado No. 27739

ORIGINAL SHEET SIZE = 24"X36"



BOUNDARY CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	47.12'	60.00'	45°00'00"	45.92'	N22°30'00"E
C2	23.56'	15.00'	90°00'00"	21.21'	N90°00'00"E
C3	108.46'	90.00'	69°03'00"	102.02'	S10°28'30"E
C4	70.69'	45.00'	90°00'00"	63.64'	N90°00'00"E
C5	9.22'	20.00'	26°25'28"	9.14'	S31°47'16"E
C6	23.03'	47.00'	28°04'17"	22.80'	S32°36'41"E
C7	35.73'	47.00'	43°33'17"	34.87'	S68°25'28"E
C8	89.94'	47.00'	109°38'28"	76.83'	S71°35'43"E
C9	28.42'	20.00'	81°24'56"	26.09'	S85°42'29"E
C10	23.77'	75.00'	18°09'39"	23.67'	S54°04'49"E
C11	26.52'	42.45'	35°47'27"	26.09'	S73°41'02"W
C12	26.48'	60.00'	25°17'22"	26.27'	N12°38'41"E
C13	20.64'	60.00'	19°42'38"	20.54'	N35°08'41"E

NOTES:

1. Confinement of Domestic Animals: Domestic animals must be controlled by kenneling, leash, fence or other physical constraint. Any expense of enforcement of Domestic Animal Enforcement restrictions by the County shall be at the expense of the responsible association or individual.
2. Awareness of "Colorado Fence Out" requirements. Each property owner shall be aware of and responsible for fulfilling the obligations and requirements of CRS 35-46-101 "Fence Out" requirements regarding owned property, adjacent property owners, livestock, wildlife and the costs and maintenance of fences.
3. According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown hereon.
4. This plat is subject to any and all applicable Protective Covenants and Declarations recorded in Gunnison County, including:
    a. Crested Butte South Property Owner Association Governing Documents including but not necessarily limited to the By-Laws, Covenants, Special Area Regulations, Governing Policies;
    b. Declaration of Covenants, Conditions, and Restrictions of CBS Commercial referring to the Commercial Community and Lots within Block 6;
    c. Declaration of Covenants, Conditions, and Restrictions of CBS Residential referring to the Residential Community and Lots within Block 6.

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. 2024, Reception Number _____, Time _____, Date _____.

_____
Gunnison County Clerk and Recorder

DEDICATION

We, Adagio Properties, LLC, being the owner of the land described as follows: Beginning at the northwest corner of Pioneer Plaza Commercial Townhouses; thence along the boundary of Block 6, Crested Butte South - Second Filing the following 7 courses: 1) N00°00'00"E a distance of 583.62 feet to a point of curve; 2) 47.12 feet along said curve to the right, said curve has a central angle of 45°00'00", a radius of 60.00 feet and a chord of N22°30'00"E a distance of 45.92 feet; 3) N45°00'00"E a distance of 77.44 feet to a point of curve; 4) 23.56 feet along said curve to the right, said curve has a central angle of 90°00'00", a radius of 15.00 feet and a chord of N90°00'00"E a distance of 21.21 feet; 5) S45°00'00"E a distance of 689.45 feet to a point of curve; 6) 108.46 feet along said curve to the right, said curve has a central angle of 69°03'00", a radius of 90.00 feet and a chord of S10°28'30"E a distance of 102.02 feet; 7) S24°03'00"W a distance of 101.81 feet; thence N89°59'58"W along the north line of said Pioneer Plaza a distance of 288.11 feet to the southeast corner of Lot 1, Block 6 Subdivision One; thence along said Lot 1 the following 3 courses: 1) N00°00'00"E a distance of 132.00 feet; 2) S90°00'00"W a distance of 160.00 feet; 3) S00°00'00"E a distance of 132.00 feet to a point on the north boundary of said Pioneer Plaza; thence N89°59'58"W along said north boundary a distance of 110.00 feet to the POINT OF BEGINNING. Containing 5.85 acres, more or less, in Gunnison County, Colorado under the name of BLOCK 6 SUBDIVISION TWO, 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 and as further provided below:

i. All streets, roads, rights-of-way are dedicated for use of the public forever.
ii. All sidewalks, access and pedestrian easements are dedicated as perpetual easements for use by the public forever while on foot or utilizing any kind of type of vehicle approved by law for use outside of a public road, street or right-of-way.
iii. All utility easements are dedicated as perpetual easements for utilities including installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to electric lines, cable tv lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines and appurtenant facilities.
iv. All shallow utility easements are dedicated as perpetual easements for utilities including installation, operation, maintenance and repair of said utilities and appurtenances that are solely related to electric lines, cable tv lines natural gas pipelines, telephone lines and appurtenant facilities.
v. All snow storage easements are dedicated for the use of the public as perpetual easements for the temporary storage of snow and ice removed from the public streets, roads, sidewalks and rights-of-way adjacent to the indicated easement areas, and for the Townhome driveways along Ford's Way.
vi. Drainage easements are perpetual easements dedicated for the use of the public for purposes maintenance and conveyance of stormwater drainage.

In Witness whereof, Clark Atkinson, managing member of Adagio Properties, LLC a Colorado limited liability company, has subscribed his name this _____ day of August, A.D. 2024.

_____
Clark Atkinson, Manager
Adagio Properties, LLC a Colorado limited liability company

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this _____ day of August, A.D. 2024, by Clark Atkinson, Manager Adagio Properties, LLC.

My commission expires: _____

Witness my hand and official seal: _____

_____ (seal)
Notary Public

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

Adagio Properties, LLC, on behalf of 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. 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."

By: _____

Name: _____ Title: _____

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

Adagio Properties, LLC, on behalf of 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. 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."

By: _____

Name: _____ Title: _____

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of BLOCK 6 SUBDIVISION TWO is approved this _____ day of August, A.D. 2024, 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 and all public areas 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

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.

PLAT OF
BLOCK 6 SUBDIVISION TWO
GUNNISON COUNTY, COLORADO

Prepared By:
NCW & Associates, Inc.
P.O. Box 3688 Crested Butte
272 Goren St. Colorado 81224
(970) 349-6384 Fax (970) 349-6297

PROJECT: 21248.00	DWG.: PLAT
DATE: 8/12/24	SHEET 1 OF 1

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 24 - ____

A RESOLUTION APPROVING LUC-23-00021 BLOCK 6 SUBDIVISION TWO LOCATED AT THE PROPERTY LEGALLY DESCRIBED AS A PORTION OF BLOCK 6 CRESTED BUTTE SOUTH, SECOND FILING, LOCATED WITHIN NW ¼ SECTION 27, TOWNSHIP 14 S, RANGE 85 W OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO

WHEREAS, the Applicant, Adagio Properties, submitted an Application to Gunnison County Community Development on May 16, 2023 to subdivide a portion of Block 6 of the Crested Butte Subdivision into 28 lots ("Subdivision") as described in *Table 1. CB South Block 6 Subdivision Dimensions*

Table 1. CB South Block 6 Subdivision Dimensions

Lot Number	*Lot Area (sq. ft.)*	*Lot Use*	*CAMP Zone*
1	*Lot 1 subdivided Feb 20, 2019 (BOCC Resolution No. 2019-05, Reception No. 658764)*		
2	*14,520*	*Commercial*	*Commercial Building Zone/Active Ground Floor Use Zone*
3	*24,000*	*Commercial*	*Commercial Building Zone*
4	*19,500*	*Commercial*	*Commercial Building Zone*
5	*13,879*	*Commercial*	*Commercial Building Zone*
6	*8,400*	*Commercial*	*Commercial Building Zone*
7	*26,666*	*Commercial*	*Commercial Building Zone*
8	*12,854*	*Commercial*	*Commercial Building Zone*
9	*14,520*	*Commercial*	*Active Ground Floor Use Zone*
10	*49,950*	*Commercial*	*Commercial Building Zone/Active Ground Floor Use Zone*
11	*11A 3,645 11B 1,995 11C 1,995 11D 2,550*	*Attached townhome*	*Village Core Residential Zone*
12	*12A 2,550 12B 1,955 12C 2,550*	*Attached townhome*	*Village Core Residential Zone*
13	*13A 2,550 13B 1,955 13C 1,995 13D 2,550*	*Attached townhome*	*Village Core Residential Zone*
14	*14A 2,550 14B 1,995 14C 1,995 14D 2,550*	*Attached townhome*	*Village Core Residential Zone*
15	*15A 2,720 15B 2,592*	*Attached townhome*	*Village Core Residential Zone*
16	*16A 2,640 16B 4,084*	*Attached townhome*	*Village Core Residential Zone*

; and,

WHEREAS, the Subdivision is located in Crested Butte South, a designated Special Area and is

governed by the Crested Butte South Special Area Regulations and Commercial Area Master Plan (CAMP), as amended; and,

WHEREAS, pursuant to CAMP Section 8.21.B *Remainder of Block 6*, the Applicant submitted the Application to Crested Butte South Property Owners Association approved the application with the following conditions on February 12, 2024:

1. *Infrastructure must be completed by a date set forth in the County's Development Improvement Agreement with Adagio (DIA).*
    - *CAMP 8.1 E Infrastructure*
2. *Ford's Way must be completed initially to construction grade and then later paved by a date set forth in the County's DIA.*
    - *CAMP 8.1 E. Infrastructure*
    - *CAMP 8.1 H. Transportation*
    - *CAMP 8.2 G.*
    - *CAMP 8.2 H.*
    - *CAMP 8.15 Street Design*
3. *Shared Driveway easements are shown on the Plan. Adagio shall contractually require adjacent lots with shared driveway access to share in the shared driveway costs, with the first developed lot responsible to complete the agreed upon driveway plan on both lots for two-way traffic ingress/egress, and a reimbursement agreement to be paid by the 2nd lot for its share of the driveway upon construction of the adjoining lot. The shared driveway easement shall be a total of 28 feet wide to accommodate 26 feet of driveway surface with 13 feet of driveway surface on each lot.*
    - *CAMP 8.1 E. Infrastructure*
    - *CAMP 8.16 C Driveway and Parking Area Design.*
    - *CAMP 17 B*
4. *Pedestrian Pathways and Sidewalks-The Plan includes a 6' pedestrian pathway easement that connects Ford's Way to Glacier Street. The Plan also shows a temporary pedestrian trail around the perimeter of the Property. These pathways shall be completed by a date set forth in the County's DIA concurrent with the Property's infrastructure. Adagio agrees to construct a temporary 6' wide trail on the perimeter of Block 6. The trail will be built from crushed gravel or crusher fines, approximately 3-4" thick, and will be installed at an APPROXIMATE location as noted on the attached Plan. The trail will be constructed at or close to existing grade with no retaining walls, rails or vehicular guardrails. It will be replaced over time with concrete sidewalks when each lot submits plans for a permit to construct their buildings. Adagio will contractually require each purchaser of these lots to complete construction of the sidewalks on each of their lots, as part of the development thereof. The final sidewalks shall be coordinated with the grade of the finished streets.*
    - *CAMP 8.1 H. Transportation*
    - *CAMP.2 G.*
    - *CAMP 8.16 Sidewalks*
5. *Management Plan of Ford's Way, ½ of Glacier Street and the proposed sidewalks/pedestrian easements and trails shall be outlined in a declaration of covenants for the Property. The declaration of covenants shall include but is not limited to long term maintenance, and snow removal for the roads, sidewalks/pedestrian easements, and trails. This will be the sole responsibility of the new HOA.*
    - *CAMP 8.15 Street Design H and I Plan.*

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• CAMP 8.16 Sidewalks

6. Right of First Refusal the POA board conditioned that a right of first refusal be given on lots 5 and 6 under the terms outlined in Appendix 2.

• CAMPS.1 B

• CAMP 8.2 F

7. POA approval is expressly contingent upon performance and compliance of the above conditions. If the above conditions are met, the POA agrees that all requirements in the Commercial Area Master Plan (CAMP) and Special Use Area regulations for CB South have been met by Adagio.

and,

WHEREAS, pursuant to CAMP Section 8.21.B.2 the Application resulted in a "Master Development Plan that must be generally followed by each lot developer within the Remainder of Block 6 unless the DRC (Development Review Committee) approves an amendment to the Master Development Plan;" and,

WHEREAS, Crested Butte South Commercial Area Master Plan Section 6.5 *Gunnison County Land Use Change Permit and Building Permit* states that "A development that has obtained a Crested Butte South Special Area Permit in compliance with the CAMP shall be required to secure a Land Use Change Permit and, as applicable, a Building Permit from Gunnison County. Such development shall be classified, reviewed and permitted at no higher impact classification than as an Administrative Review Project That Requires a Land Use Change Permit, pursuant to the applicable sections of the Gunnison County Land Use Resolution, except that no additional Gunnison County noticing requirements are needed". While potentially eligible for an Administrative Review Impact Classification, the Applicant requested a Minor Impact Review. Staff notes that *LUR* Section 3-111:B.1 requires the County to consider demand for public services, impacts on the impact area and environment, and impacts related to all existing and proposed development in the impact area. Staff noted that Section 8 of CAMP established CB South Village Center Design Standards. With these considerations taken into account, Staff did not object to Applicant's request of Minor Impact Review; and,

WHEREAS, CAMP *Section 3.1 Uses Generally Exempt from the Land Use Resolution* states "Development within the CB South Special Area shall be exempt from the requirements of the LUR, unless otherwise specified herein, or by Gunnison County;" and,

WHEREAS, Gunnison County Land Use Resolution (LUR) review pursuant to Section 9-101: E. and F.: *Secondary Residences Are Allowed, And Standards Are Addressed In Covenants* does not apply to the Application. While not proposed at this time, Section 5.2.B.3 of the Crested Butte South Commercial Area Master Plan (CAMP) permits Accessory Apartments in all residential area; and,

WHEREAS, Gunnison County review pursuant to LUR Section 9-102: *Home Occupations* does not apply to the Application. While not proposed at this time, Section 5.2.B.3 of the CAMP permits Home Occupations; and,

WHEREAS, Gunnison County review pursuant to LUR Section 9-103: *Bed And Breakfast* does not apply to the Application. While not proposed at this time, CAMP Section 5.2.A.8 permits for Accommodations, including Bed and Breakfasts, in the CB South Village Center; and,

WHEREAS, Gunnison County review pursuant to LUR Section 9-103: *Commercial and Industrial Uses* does not apply to the Application. CAMP Section 5.2.A 1-16 identifies the allowable commercial uses and prohibited uses, and Industrial uses are prohibited by CAMP Section 5.3.A. Manufacturing uses are generally prohibited in CAMP Section 5.3.B with exception of the following, provided retail is the primary use: breweries, vintner, distillery, coffee roasting, food and/or greenhouse production, mountain sports equipment, and others as approved by the Property Owner Association (POA) Board; and,

WHEREAS, Gunnison County review pursuant to LUR Section 9-304: *Adult-Oriented Use*s does not apply to the Application. While not proposed at this time, Farmer's Markets are permitted by CAMP Section 5.2.10; and,

WHEREAS, Gunnison County review pursuant to LUR Section 9-506: *Child Care Center* does not apply to the Application. While none are proposed at this time, Daycares are permitted in CAMP Section 5.2.A.2; and,

WHEREAS, Gunnison County review pursuant to LUR 10-102: *Locational Standards For Residential Development* does not apply to the Application. Residential uses are permitted in the CB South Village Center under Section 5.2.A.13. More specifically, in the "Village Center Core: multi-family dwelling units and row houses subject to limitations set forth herein." Block 6 is located in Filing 2, which permits multifamily residential structures; and,

WHEREAS, Gunnison County review pursuant to LUR 10-103: R*esidential Density* does not apply to the Application. CAMP Section 5.2.A 13 defines allowed residential uses within the Village Commercial Core; and,

WHEREAS, Gunnison County review pursuant to LUR Section 10-104: *Locational Standards for Commercial, Industrial, or Other Non-Residential Uses* does not apply to the Application. CAMP Section 5.2.A defines allowed Commercial, Industrial, and Manufacturing uses within the Village Commercial Core; and,

WHEREAS, Gunnison County review pursuant to LUR Section 10-104: *Development in Geologic Hazard Areas* does apply pursuant to CAMP Section 7.2 Geologic Hazard Study which states "…development in areas subject to geologic hazards shall be subject to the applicable requirements of the LUR;" and,

WHEREAS, Gunnison County review pursuant to LUR Section 10-104: *Development in Wildfire Hazard Areas* does apply pursuant to CAMP Section 7.14 *Wildfire Hazard Areas* requires "Development shall be subject to the most current and applicable sections of the LUR;" and,

WHEREAS, Gunnison County review pursuant to LUR Section 11-107: *Protection of Water Quality* does not apply pursuant to "Irrigation Ditch Evaluation", SGM, May 25, 2023, assessing that the stormwater ditch on the property is not a Waters of the US. A Water Body as defined by the Land Use Resolution excludes stormwater and irrigation ditches; exempting the feature from the provisions of this section; and,

WHEREAS, Gunnison County review pursuant to LUR Section 12-103: *Protection of Water Quality*

does apply pursuant to “Irrigation Ditch Evaluation”, CAMP Section 8.15.A requires that “Streets shall be designed in accordance with the Gunnison County and Crested Butte Fire Protection District standards in effect at the time of development except as may be varied as specified and allowed herein”; and,

WHEREAS, Gunnison County review pursuant to LUR Section 10-104: *Development in Wildfire Hazard Areas* does apply pursuant to CAMP Section 7.14 *Wildfire Hazard Areas* requires “Development shall be subject to the most current and applicable sections of the LUR;” and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-103: *General Site Plan Standards And Lot Measurements* does not apply pursuant to CAMP Section 8. *CB South Village Center Design Standards* and subsection 8.9 *Minimum Setbacks;* and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-104: *Setbacks From Property Lines And Road Rights-Of-Way* does not apply pursuant to CAMP Section 8. *CB South Village Center Design Standards* and subsections 8.8 *Dimensional Standards* and 8.10 *Building Height;* and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-105: *Residential Building Sizes And Lot Coverages* does not apply pursuant to CAMP Section 8. *CB South Village Center Design Standards* and subsections 8.8 *Dimensional Standards*, 8.9 *Minimum Setbacks*, and 8.10 *Building Height;* and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-108:*Open Space and Recreation Areas* does not apply pursuant to CAMP Section 8.8.A *Dimensional Standards for the CB South Village Center;* and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-109: *Signs* does not apply pursuant to CAMP Section 8.21, stating all signs shall be designed and installed per the *CB South Sign Regulations;* and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-110: *Off-Road Parking And Loading* does not apply pursuant to CAMP Section 8.13 *Parking Regulations;* and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-111: *Landscaping and Buffering* does not apply pursuant to CAMP Section 8.12 *Landscaping;* and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-112: *Snow Storage* does not apply pursuant to CAMP Section 8.18 *Snow Storage and Staging in CB South Village Center*, which requires “All designs for snow storage shall be subject to review and approval by the CB South Metro District”*;* and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-113: *Fencing* does not apply pursuant to CAMP Section 8.12.C *Walls, Fences, and Berms;* and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-114: *Exterior Lighting* does not apply pursuant to CAMP Section 8.14 *Exterior Lighting Design*; and,

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WHEREAS, a copy of the Application was sent to the following referral agencies by email on April 12, 2024:

- Gunnison Regional Transit Authority
- Gunnison County Public Works
- Gunnison County Environmental Health Official
- Crested Butte Fire Protection District
- Crested Butte South Metro District
- Gunnison Watershed School District
- Colorado Division of Water Resources
- Colorado Division of Natural Resources

Responses were not received from the following departments/agencies: Gunnison Regional Transit Authority, Gunnison County Environmental Health Official, Crested Butte South Metro District, Gunnison Watershed School District, the Colorado Division of Water Resources, or the Colorado Division of Natural Resources.

WHEREAS, pursuant to LUR Section 12-105 *Water Supply* and LUR Section 12-106 *Wastewater Treatment*; the Crested Butte South Metropolitan District provided a conditional will-serve letter on March 13, 2023 with the following conditions:

1. *Approval by the District of initial design and/or engineering plans that identify the water demands and the preferred locations of all taps and of all service lines requested.*
2. *Developer must pay all costs required to connect the Project to District services to include any main-line extensions or apparatuses needed to facilitate the operations of the Project. Once completed, the utilities will be conveyed to the District under a separate development improvement agreement. The agreement would include but not be limited to District engineering review of the plans, a warrantee period of two years, minimum specifications on the design, construction and testing of the infrastructure including roads, pipelines, lift stations, testing inspection and acceptance procedures.*
3. *Any and all other conditions required by the District Rules and Regulations or District Board requirements.*
4. *A formal application for connection shall be submitted by someone with signing authority on this Project*.

WHEREAS, pursuant to LUR Section 12-107 *Fire Protection,* the Crested Butte Fire Protection District provided a conditional approval letter on September 9, 2023 then an amended conditional approval letter on June 6, 2024 with the following conditions:

1. *Access: the proposed access, to include road widths, cul-de-sac and the road name of "Ford Way" is compliant with comment:*
    a. *The 28 foot wide "shared driveway easement between Lots 2 & 3 will allow access for the proposed height of future structures. Final access requirements to be determined at the building plan submittal stage.*
    b. *The 28 foot wide "shared driveway easement between Lots 4 & 5 will allow access for the proposed height of the future structures. Final access requirements to be determined at the building plan submittal stage.*
2. *Water Supply: noted on the revised fire site plan received June 4th, 2024 is compliant with requirements.*
    a. *Move the proposed "new fire hydrant" on Gillaspey Avenue 50 feet towards Haverly Street to correct the code required distances between fire hydrants.*

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b. All installations of new fire hydrants will comply with Crested Butte South Metro District's Standards for Fire Hydrants.

WHEREAS, Gunnison County review pursuant to LUR Section 10-104: *Development in Wildfire Hazard Areas* does apply pursuant to CAMP Section 7.14 *Wildfire Hazard Areas* requires "Development shall be subject to the most current and applicable sections of the LUR;" and,

WHEREAS, in "CB South Block 6 Subdivision – LUC-23-00021 Gunnison County, CO; CGS Unique No. GU-24-0011," May 22, 2024, the Colorado Geologic Survey provided the following comments:

> *The site is mostly flat (slopes less than 10%) and contains only isolated areas of steep, human-made slopes. It is just outside the toe area of a mapped "Landslide, slump, debris-flow and earthflow" complex. Provided roads, buildings, and driveways are configured such that the need for grading cuts is minimized, CGS has no objection to approval. Cuts greater than four feet should be evaluated for temporary and long-term slope stability.*

WHEREAS, in a September 8, 2023 email, the Gunnison County Public Works Department provided the a conditional approval of the project, stating **"**Public Works does not, at this time, identify any further concerns that would hinder the approval of the Access Permit." The conditions of approval were:

1. *Public Works comments are specific to the access road.*
2. *All access permit conditions shall be fulfilled.*
3. *Based on the road plans at hand County access standards are fulfilled.*
4. *Is there a long-term subdivision plan for maintenance and plowing of this road right of way? Is there a cost share agreement for the subdivision in place?*
5. *Any changes to the plan set will require a re-review.*

The Public Works Department provided additional comment during a March 16, 2024 meeting:

1. *Including the shoulder in the ROW to meet the 30' ROW requirement in CAMP*
2. *Updating snow storage plans*
3. *Addressing overlap of access easements from Ford Way to lots 6,7,8*

The Applicant submitted a revised plan set that addressed all the comments from this meeting on June 11, 2024. No additional approval conditions are recommended.

WHEREAS, the Planning Commission held a work session to discuss the project on June 20, 2024; and

WHEREAS, the Planning Commission considered the following:

1. The project is in Crested Butte South, a designated Special Geographic Area, and
2. Parcels within Crested Butte South are governed by the *Crested Butte South Special Area Regulations and Commercial Area Master Plan* (CAMP), and
3. The subject property will receive domestic water and sewer services from the Crested Butte South Metro District
4. The purpose of the Special Area designation and the CAMP, described in CAMP Section 1.2 *Purpose* is to simplify the LUR review and approval, to promote a compact

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commercial and business development pattern, to protect the environment, public health, safety and welfare, public services, facilities and property, to provide opportunity for new and existing businesses, and to encourage economic diversity. Further, the "Vision for the Future" described in CAMP Section 8.1 CB South Village Center Vison and Goals as

> *…CB South Village Center is the community's cultural and social focal point that also provides for economic vitality including desired and needed businesses: a diversity of housing types; a variety of public spaces that encourage social and community interaction; a well-connected intermodal transportation system; and for sustainable design that incorporates the surrounding scenic beauty.*

5. The CAMP addresses the transition from single family residential development to commercial and mixed-use development in CAMP Section 8.3.A:

> *All Single-Family Dwelling owners in the Village Center Perimeter Lots are aware they have built or will be building in an area envisioned for commercial, mixed-use and multiple-family dwellings, with activity, noise, parking areas, smells, traffic, large building massing and similar impacts.*

WHEREAS, the Planning Commission found the proposal met the following standards of LUR Section 3-111:B *Criteria for Classifying Impact,* and reduced the impact classification from Minor Impact to Administrative Impact Review; and,

WHEREAS, the Application shall comply with the Administrative Impact Review standards of LUR Section 5-103:A.*General 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.*

WHEREAS, the Gunnison County Board of County Commissioners did, on August 20, 2024 approve the Application with the following Findings and Conditions of Approval:

FINDINGS:

The Board finds that:

1. The Planning Commission classified the application as an Administrative Review project, based upon the impact classification found in LUR Section 3-111:B *Criteria for Classifying Impact*; and
2. The land use change complies with all applicable requirements of the *Gunnison County and Use Resolution (LUR)* and LUR Section *5-103: Standards for Approval of Administrative Review Projects, General Standards 1, 2.*
3. This application is consistent with the standards and requirements of this Resolution.
4. The parcels will be served by municipal sewer.
5. Restrictive covenants for have been provided.

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6. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

1. A mylar subdivision plat, in compliance with Section 6-105, *Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.

2. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.

3. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.

4. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

5. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

6. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.

7. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

8. Enter into a Development Improvement Agreement pursuant to Section 16-118 *Development Improvement Agreement Required.*

9. Cuts greater than four feet should be evaluated for temporary and long-term slope stability as noted in Colorado Geologic Survey letter "CB South Block 6 Subdivision – LUC-23-00021 Gunnison County, CO; CGS Unique No. GU-24-0011" May 22, 2024.

10. Block 6 is in a High Local Wildfire Hazard area. There are no prohibited development areas pursuant to this section. All future development will be required to comply with the International Wildland Urban Interface Code as amended and the fire suppression requirements of the Crested Butte Fire Protection District.

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11. The proposed access, to include road widths, cul-de-sac and the road name of “Ford Way” is compliant with comment:
    a. The 28 foot wide “shared driveway easement between Lots 2 & 3 will allow access for the proposed height of future structures. Final access requirements to be determined at the building plan submittal stage.
    b. The 28 foot wide “shared driveway easement between Lots 4 & 5 will allow access for the proposed height of the future structures. Final access requirements to be determined at the building plan submittal stage.

12. Move the proposed “new fire hydrant” on Gillaspey Avenue 50 feet towards Haverly Street to correct the code required distances between fire hydrants.

13. All installations of new fire hydrants will comply with Crested Butte South Metro District’s Standards for Fire Hydrants.

14. Any site disturbance exceeding 10,000 sq. ft. shall be required to obtain a Reclamation Permit.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. LUC-23-00021 Block 6 Subdivision Two is approved as an Administrative Review Project, subject to each and all conditions, as identified above.

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

INTRODUCED by Commissioner _____,

seconded by Commissioner _____, and passed on this 20th day of August, 2024.

BOARD OF COUNTY COMMISSIONERS

Jonathan Houck, Chairperson	Elizabeth Smith, Commissioner	Laura Puckett-Daniels Commissioner

ATTEST:

_____
Gunnison County Clerk and Recorder

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF CBS RESIDENTIAL

This Declaration of Covenants, Conditions and Restrictions of CBS Residential ("Declaration") is made this 12th day of August, 2024 by Adagio Properties, LLC, a Colorado limited liability company whose address is 2271 J Road, Grand Junction, CO 81505 ("Declarant").

RECITALS

A. Declarant is the owner of certain real property in Gunnison County, Colorado, more particularly described on the attached **Exhibit A** ("Property").

B. As a part of the common plan or scheme of development for the Property, Declarant desires to submit the Property to the covenants, conditions, restrictions, terms and provisions of this Declaration.

C. The Property is a portion of Block 6, Crested Butte South – Second Filing, according to the plat thereof recorded in the records of the Clerk September 24, 1970 at Reception No. 281588, and is subject to that certain instrument bearing the title "Amended and Restated Covenants Conditions and Restrictions for Crested Butte South" recorded in the records of the Clerk on January 20, 2023 at Reception No. 689469, which consolidates, amends, and restates in their entirety numerous other instruments referenced therein (the "Crested Butte South Declaration").

D. The Property is located within the service are of the Crested Butte South Metropolitan District (the "District") which provides water, sewer, road maintenance and snow removal services within its service area, subject to certain rules, regulations, and other terms and conditions.

E. To the extent that this Declaration may otherwise create a common interest Community on the Property as defined by the Colorado Common Interest Ownership Act ("CCIOA"), C.R.S. §§38-33.3-101, *et seq.,* it is a residential planned Community as defined at C.R.S. §38-33.3-103(22), is created after July 1, 1998, contains only nineteen (19) Lots as that term is defined at C.R.S. §38-33.3-103(30), and is not subject to development rights as that term is defined at C.R.S. §38-33.3-103(14). As such, the Community created by this Declaration (the "Community") called CBS Residential are subject only to C.R.S. §§ 38-33.3-105 through 38-33.3-107 of CCIOA. The limited application of CCIOA in this context is often referred to as a "CCIOA exemption." As a CCIOA exempt Community, the provisions of this Declaration, among other things, are not required to and therefore may not comply with portions of CCIOA.

NOW, THEREFORE, the Declarant hereby declares that all of the Community, as hereinafter described, with all appurtenances, facilities and Improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, encumbered, liened, and conveyed subject to the following easements, reservations, uses, limitations, obligations, restrictions, covenants, provisions and conditions.

ARTICLE 1
DEFINITIONS

The terms used herein shall have the following meanings:

1.1 "Allocated Interests" shall mean and refer to the common expense liability as set forth in this Declaration, as it may be amended and supplemented from time to time. The formulas for the Allocated Interests are as follows:

1.1.1. *Percentage share of Common Expenses*. Each Lot shall be responsible for a percentage share of Common Expenses the numerator of which is one (1) and denominator of which shall be the total number of Lots in the Community subject to assessment on the date of calculation.

1.1.2. *Votes*. Where this Declaration provides that any matter is subject to the vote or approval of the Owners, each Lot shall be allocated one (1) vote, which shall be exercised as the Owners of the Lot determine among themselves. In no event shall more than one (1) vote be cast on any matter with respect to any Lot. Cumulative voting shall not be permitted. The Owner(s) of any Lot may appoint a proxy to exercise their votes under this Declaration by any written proxy appointment which appears regular on its face.

1.2 "Clerk" means the Clerk and Recorder of Gunnison County, Colorado.

1.3 "Common Elements" means all portions of the Community designed and intended for the common use and enjoyment of the Owners or for which the Community is responsible for maintenance, repair and replacement as shown on **Exhibit B**, including, without limitation, snow removal from those portions of the sidewalks that will be completed contemporaneous with each Lot building development pursuant to the CAMP, and streets within the Community, including but not limited to Ford's Way, sidewalk along Haverly and Gillaspey Streets, and maintenance of stormwater and other drains, swales, pipes and drainage facilities.

1.4 "Common Expenses" shall mean all expenses of administering, servicing, conserving, managing, maintaining, repairing, or replacing the Common Elements, including, but not limited to, costs of collection, fines, fees, interest, and attorneys' fees necessary to collect Common Expenses, and include, among other things, the Community's share of the costs of street and sidewalk repair, maintenance and snow removal in the street and cul de sac designated and described as Ford's Way at the time of the recording of this Declaration, as more fully provided below.

1.5 "Community" shall mean and refer to the common interest Community described herein and created on the Property, known as CBS Residential.

1.6 "Declarant" shall mean and refer to Adagio Properties, LLC, a Colorado limited liability company, its agents, employees, contractors, successors and assigns to whom it expressly transfers all or any part of its rights as Declarant hereunder.

1.7 "Declaration" means this document and as it may be amended or supplemented from time to time.

1.8 "Lot" means a physical portion of the Community which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the Declaration, or any Plats or Maps, together with all appurtenances thereto and Improvements now or hereafter thereon. The boundaries of any Lot may be relocated pursuant to C.R.S. § 38-33.3-212.

1.9 "Maintenance Advisor" shall mean Declarant during the Period of Declarant Control, or thereafter the Owner designated to carry out the duties required for maintenance and snow removal as defined herein.

1.10 "Maintenance Provider" shall mean a person or entity selected by the Maintenance Advisor who shall be responsible, in consultation with the Maintenance Advisor, for planning, determining, and directing performance of the maintenance, repair and replacement of the Common Elements, the determination of appropriate budgets for the cost of maintenance, repair and replacement of the Common Elements, the levying of assessments to raise the amounts needed to fund maintenance, repair and replacement of the Common Elements , and the collection of all assessments, fees, administrate costs and other amounts related to the maintenance, repair and replacement of the Common Elements, in exchange for a fee, which shall also be included as a Common Expense.

1.11 "Owner" means any person, corporation, partnership, association, contract seller or other legal entity or any combination thereof, including Declarant, who owns the record fee simple interest in one or more Lots. The term "Owner" shall further include any grantee, transferee, heir, successor, personal representative, executor, administrator, devisee, and assign of any Owner.

1.12 "Plats or Maps" means any document that depicts all or any portion of the Community in either two or three dimensions, which includes, among other things, a description of the boundaries of each Lot and each Lot's identifying number, is executed by a person that is authorized to execute a declaration, and is recorded in the real estate records of the Clerk, and which may be a land survey plat as provided by C.R.S. §38-51-106. The Plats or Maps also includes recording data for recorded easements and licenses appurtenant to, or included in, the Community.

1.13 "Property" means that certain real property described on **Exhibit A** hereto, together with all appurtenances thereto and all Improvements now or hereafter on.

1.14 "Declarant Rights" shall mean and refer to any right or combination of rights reserved by Declarant in this Declaration.

ARTICLE 2
GENERAL DECLARATION

2.1 Intent. Through this Declaration, Declarant specifically intends to enhance and preserve the value, desirability and attractiveness of the Community from time to time, and to provide for the maintenance of the Common Elements in a manner beneficial to all Owners. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved, or declared by this Declaration shall be deemed to be covenants appurtenant to and running with the land, and shall at all times inure to the benefit of and be binding upon any person or entity having at any time any interest or estate in the Community, and their respective heirs, successors, representatives, or assigns.

2.2 Other Limitations.

2.2.1. This Declaration, together with the Plats and Maps that show or depict the Property, or parts thereof, do not necessarily contain, reflect or reference all of the rights, burdens, encumbrances, easements or other interests, appurtenant or personal, that may be attached to the Property, including the Lots or parts of the Lots. Such rights, burdens, encumbrances, easements and other interests as may affect in one manner or another the Owners' interests in the Lots may arise under other instruments or documents appearing in the records of the Clerk, in law, or in equity, and may not yet be fully defined, adjudicated or resolved. Owners and potential Owners of Lots are cautioned to diligently review available documents and engage appropriate legal or other counsel of their choosing to fully investigate, evaluate, and understand the rights, burdens, encumbrances, easements and other interests as may affect their Lot either before purchasing or afterwards.

2.2.2. The Community is subject to the Crested Butte South Special Area Regulations and Commercial Area Master Plan adopted March 21, 2023 by the Board of County Commissioners of Gunnison County, Colorado, and recorded at Reception No. 690075 in the records of the Clerk, as the same may be amended from time to time (the "CAMP"). The CAMP contains additional guidelines, restrictions, limitations, and requirements with respect to the development, construction, use, maintenance and occupation of the Lots.

ARTICLE 3
PROPERTY RIGHTS AND EASEMENTS

3.1 Owners' Common Element Easement of Enjoyment. Subject to the limitations and restrictions of this Declaration, every Owner shall have an equal, nonexclusive right and easement of enjoyment in and to the Common Elements, including, without limitation, the right of ingress and egress to and from the Owner's Lot, parking area, any private street, or any recreational facilities completed upon the Common Elements and such easement shall be appurtenant to and shall pass with the title to every Lot without the necessity of additional reference.

3.2 Delegation of Use. Subject to the provisions of this Declaration, any Owner may delegate its right of enjoyment to the Common Elements to the members of its family, tenants, guests, or contract purchasers who reside in its Lot. Each Owner shall be liable for any damage done to the Common Elements by its family, tenants, guests, or contract purchasers.

3.3 No Partition of Common Elements. The Common Elements shall remain undivided and shall not be subject to partition. By acceptance of its or her deed or other instrument of conveyance or assignment, each Owner specifically waives its right to institute and/or maintain a partition action or any other action designed to cause a division of the Common Elements. Each Owner agrees not to institute any such action. Furthermore, each Owner agrees that this section may be pleaded as a bar to the maintenance of such an action. A violation of this provision shall entitle the complying Owners to personally collect, jointly and severally, from the parties violating the same, the actual attorneys' fees, costs, and other damages the complying Owners incur in connection therewith.

3.4 Changing Boundaries. Lots may be further subdivided or combined with one another and the legal boundaries between Lots may be changed or altered in any way from those shown on any Plats or Maps, subject to applicable requirements of the Crested Butte South Declaration, the CAMP, requirements of the District, if any, and other applicable federal, state, and local law and regulation. Even after such physical subdivision or combination, the Lots shall continue to be separate Lots as defined herein and in the event that Lots are subsequently divided from one another, such division may only be constructed along the original boundaries of the involved Lots shown on the Plats or Maps.

3.5 Other Easements. In addition to the Owners' Common Element easement of enjoyment, provided above, the Community shall be subject to the following:

3.5.1. *Utility Easements.* Notwithstanding any provision of this Declaration to the contrary, Declarant reserves the right to create, grant and transfer non-exclusive easements in, under, over, across, through, and upon the Community for the purpose of installing, maintaining, repairing and placing any utilities or related services, including, without limitation, to any gas, electric, water or sewer line, mains or laterals, any telephone and cable television lines, any heating or cooling installations, any master television antenna system, or for other public purposes consistent with the intended use of the Community under this Declaration. The foregoing easements shall include, without limitation, the right of ingress and egress, the right to erect and maintain the necessary pipes, poles and other equipment, subject to the restrictions elsewhere in this Declaration, and the right to enter into agreements relating to such utility services and easements; all of which shall be binding upon the Owners. Should any person or party furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on, in and through the Community without conflicting with the terms hereof. The foregoing easement shall be in addition to any other recorded easements on, in and through the Community, including, without limitation, any easements granted in any recorded subdivision Plat or Map.

Notwithstanding any other provision contained in this section, no easements shall be granted pursuant to this section which shall unreasonably interfere with an Owner's use of its Lot.

3.5.2. *Drainage Easement.* A non-exclusive easement is hereby granted to the Owners upon, across, over, in, and under the Common Elements for drainage of stormwater and irrigation water.

3.5.3. *Maintenance Easement.* A non-exclusive easement is hereby granted upon, across, over, in and under the Community as may be necessary or appropriate to perform any maintenance required or permitted hereunder, any of Declarant's Rights, inspection, maintenance, repair, replacement, construction or reconstruction of any facilities or utilities on or within the Common Elements; provided, however, that entry into any Lot in non-emergency situations shall only be made after providing reasonable written notice and during regular business hours, and, under emergency circumstances, shall only be made after such notice, if any, as is reasonable under the circumstances.

3.5.4. *Easement for Encroachments.* If any part of the Common Elements, or any Improvements or structure encroaches upon a Lot, a valid easement for such encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Lot or other structure related thereto encroaches upon the Common Elements, or upon any adjoining Lot, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that any Improvement is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachment of parts of the Improvements due to such construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Encroachments referred to herein include, without limitation, encroachments caused by error in the original construction of any Improvement, by error in the Plats or Maps, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any Improvement or any portion thereof. Such encroachments and easements shall not be considered or construed to be title defects or encumbrances either on the Common Elements or Lots. In interpreting any and all provisions of this Declaration, subsequent deeds, Mortgages, or other Security Interests relating to the Lots, the actual location of the Improvement shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations, either horizontally, vertically or laterally, from the location of such Lot, as indicated on the Plats or Maps.

3.5.5. *Easement for Foundations.* Owners of adjoining Lots shall have mutual easements of horizontal and vertical support for the foundations on which adjacent walls of their Lots rest.

3.5.6. *Easements for Owner Maintenance.* Where portions of the Lots for which the Owners are responsible under the terms of this Declaration are located too close to relevant property boundaries as described or defined on a Plat or Map to permit physical

access from entirely within the Lot, an easement is hereby granted over that portion of the neighboring Lots, Common Elements, or other real properties as may be reasonably necessary to permit physical access to the Lot and maintenance, repair and replacement or all or any portion thereof.

3.5.7 *Drainage and Snow Storage Easements.* Permanent, appurtenant, non-exclusive easements are hereby granted to the Owners upon, across, over, in, and under the Common Elements in the areas described and defined on the Plat for drainage, and removal, placement, and storage of snow removed from roads and sidewalks which are part of the Common Elements. Snow storage easements are to be used exclusively for the snow storage, except as noted herein. The Community will perpetually share snow storage easements rights along Ford's Way with the immediately adjacent CBS Commercial Community for the removal, placement and storage of snow from Ford's Way and from Unit driveways in the snow storage easements along Ford's Way. The Owners shall pay for the installation, operation, maintenance, and repair of any necessary drainage facilities within the drainage and snow storage easements as Common Expenses

3.5.8 *Rights of Declarant Incident to Construction.* An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress, and egress over, in, upon, under, and across the Common Elements for the exercise of any Declarant Right hereunder, including, without limitation, the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's construction activities.

3.5.9 *Easements Deemed Created.* All conveyances of portions of the Community (including Lots) hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Declaration, even though no specific reference to such easements or to this Declaration appears in the instrument of such conveyance.

3.5.10 *Recorded Easements.* The Community, and all portions thereof, shall be subject to all recorded licenses and easements including, without limitation, any shown on any Plats or Maps, recorded now or hereafter, affecting the Community, or any portion thereof, and additionally subject to those recorded easements and matters shown or appearing of record with the Clerk as of the date of this Declaration.

ARTICLE 4
COMMUNITY MAINTENANCE

4.1 Declarant Control. Until the Termination of the Period of Declarant Control, defined below, the Declarant shall control maintenance and administration of the Common Elements, and serve as or appoint the Maintenance Advisor.

4.2 Period of Declarant Control. The Period of Declarant Control shall begin at the recording of this Declaration and terminate on the earlier of a) five (5) years following the recording of this Declaration, or b) when the first election is held by the Owners to select a replacement Maintenance Advisor. An election may be conducted by the Owners to select a Maintenance Advisor earlier than five (5) years after the recording of this Declaration only with the consent of the Declarant, which consent may be withheld in its sole and absolute discretion.

4.3 Selection of Maintenance Advisor, Term, Replacement. After the expiration of the Period of Declarant Control, any Owner may be elected to serve as the Maintenance Advisor. The Owner receiving the highest total number of votes from the Community in any election called to select the Maintenance Advisor shall be elected Maintenance Advisor. The Maintenance Advisor will serve for a term of four (4) calendar years. The position is unpaid. The purpose of the Maintenance Advisor is to select and manage the Maintenance Provider so as to assure the proper and timely conduct of maintenance and snow removal within the Common Elements.

4.3.1. Prior to the expiration of its then-current term, the Maintenance Advisor shall administer an election for the successive term. Maintenance Advisors shall not be term limited.

4.3.2. The Maintenance Advisor may be removed from office at any time, with or without cause, by the majority vote of the Owners.

4.3.3. The Maintenance Advisor shall serve until such time as their successor shall be elected and qualify.

4.3.4. In the event there is any vacancy in the office of Maintenance Advisor for any reason , the immediately preceding Maintenance Advisor or the then-Owner of the Lot owned by the immediately preceding Maintenance Advisor shall fill the vacancy and serve until such time as an election can be held and a new Maintenance Advisor properly elected by the Owners.

4.4 Duties. The Maintenance Advisor shall perform the following functions:

4.4.1. Locate, hire, fire, and work with the Maintenance Provider;

4.4.2. Determine, jointly with the Maintenance Provider, the annual budget for maintenance and snow removal in the Common Elements, including, without limitation, all costs for work to be performed, Maintenance Provider costs, collection and enforcement costs, and any and all expenses reasonably determined to be necessary, appropriate or useful to the timely and proper provision of maintenance, repair and replacement of the Common Elements, including, without limitation, appropriate reserves;

4.4.3. Oversee and assure that the Maintenance Provider communicates with and collects from all Owners, deposits and properly stewards all funds, properly manages and

accounts all financial accounts of all fees collected from all Owners and all expenses being paid to other parties;

4.4.4. Assist the Maintenance Provider in the collection of all amounts due from and owed by the Owners for Common Expenses and in the enforcement of any obligations imposed by this Declaration;

4.4.5. Confirm that all Owners are notified in writing, annually, of the forecast budget, the individual Owner expense allocation, the financial balance/reserve (if any), and all anticipated costs to be incurred for the proper administration of the maintenance and snow removal obligations of the Community; and

4.4.6. Perform such other duties and functions as may be reasonably necessary, useful or appropriate to the full, timely and proper performance of the foregoing.

4.5 Limitation Upon Liability.

4.5.1. *Indemnification of Declarant and Maintenance Advisor.* No party, specifically including, without limitation, the Declarant, any Maintenance Advisor, or any Maintenance Provider, shall be liable to any Owner or other person or entity for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without willful or intentional misconduct. The Community shall indemnify and hold harmless any person aforementioned from any and all reasonable costs, damages charges, liabilities, obligations, fines, penalties and claims, demands, or judgments and any and all expenses, including, without limitation, attorneys' fees, incurred in the defense or settlement of any action arising out of or claimed on account of any act, omission, error or negligence of such person or of the Community, provided that such person has acted in good faith and without willful or intentional misconduct.

4.5.2. *Limitation Upon Liability of Community.* Notwithstanding the duty of the Community to maintain and repair parts of the Community, the Community shall not be liable for injury or damage, other than the normal costs of the maintenance and repair, caused by any latent condition of the Community or by the conduct of the Owners or other persons.

4.6 Community Books and Records. The Maintenance Provider shall make the following information available to Owners upon written request: (a) the date on which the fiscal year commences; (b) its operating budget for the current fiscal year; (c) its annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure; (d) the results of any financial audit or review for the fiscal year immediately preceding the current annual disclosure; and (e) a list of all Community insurance policies if applicable, including, without limitation, property, general liability. The cost of records production shall be a Common Expense.

4.7 Maintenance Provider. The Maintenance Provider hired by the Maintenance Advisor shall be responsible for all matters of Common Element maintenance and snow removal, including the budgeting, collection, accounting, bidding and contracting for any services, expenditure and administration of fees, etc. The Maintenance Provider may be replaced at any time, and from time to time, by the Maintenance Advisor.

ARTICLE 5
MAINTENANCE & RESTRICTIONS ON USE

5.1 Maintenance Obligations.

5.1.1. *Owner Maintenance*. The Owners of all Lots, at their sole expense, shall keep, maintain, and repair their Lots in good repair, and in a clean, safe, and attractive manner, free from the accumulation of trash or debris or visual deterioration. The Owners shall be responsible for maintaining the Owner Maintenance Area, subject to applicable restrictions under the CAMP, the Crested Butte South Declaration, and other applicable federal, state, and local law and regulation, including, without limitation the obligation to obtain approval from the DRC as described in the CAMP and the Crested Butte South Declaration. The Owners shall do no act or any work that will impair any easement or utility service, nor do any act nor allow any condition to exist which will adversely affect the use and enjoyment of the other Lots, Common Elements, or the provision of utility services to the same.

5.1.2. *Common Element Maintenance*. The Owners of the Lots, acting through the Maintenance Advisor and Maintenance Provider, shall keep, maintain, and repair the Common Elements in a neat, clean, attractive, and well-maintained condition, in proper working condition, and free from the accumulation of trash or debris or visual deterioration, including snow removal. The Owners shall not make any alterations in the Common Elements or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Community. The costs and expenses incurred for the purpose of maintaining, repairing, and restoring the Common Elements shall be borne by the Owners as a part of the Common Expenses, except when such cost is attributable to the acts or negligence of a Lot Owner.

5.1.3. *Maintenance Necessitated by Owner's Negligence.* Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair or reconstruction of any portion, part or component of the Community is caused by the willful or negligent act or omission of any Owner, any member of such Owner's family, or by a tenant, guest or invitee of such Owner, the cost of such repair, maintenance, reconstruction or expense to avoid such damage shall be the personal obligation of such Owner.

5.2 Use Restrictions and Offensive Activities. All uses of the Lots within the Community shall comply with the CAMP and applicable provisions of the Crested Butte South Declaration

5.3 Party Walls and Similar Structures. Except as may otherwise be provided by law, a written agreement between Owners of adjacent Lots, or other recorded documents applicable to adjacent Lots each wall, fence, driveway, or similar structure built as part of the original construction on the Lots that serves and/or separates any two adjoining lots shall be considered a party structure. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who share the party structure. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who shares the structure may restore it. All Owners that share the structure shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other Owners that share the party structure under any rule of law regarding liability for negligent or willful acts or omissions. The right to and the obligation of contribution for party walls and similar structures between Owners, as provided in this section, shall be appurtenant to the land and shall pass to such Owner's successor-in-title. To the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to any party structure.

ARTICLE 6
ASSESSMENTS

6.1 Owner's Obligation. By accepting a deed to any Lot, each Owner agrees to pay all the assessments, to be fixed and levied from time to time as provided in this Declaration. Such assessments, together with interest accruing thereon and the costs of collection in the event of a delinquency of payment, shall be the personal obligation of the person who is the Owner, or the persons who are jointly and severally the Owner, at the time the assessment was made. No Owner may waive or otherwise escape personal liability for the payment of the assessments, charges, fees, fines and other sums provided for herein by non-use of the Common Elements or the facilities contained therein, by abandonment or leasing of its Lot or by asserting any claims against the Owner(s), the Declarant, or any other person or entity.

6.2 Limited Exemption for Vacant Lots. Despite anything in this Declaration that might suggest otherwise, no Owner of any Lot shall be responsible to pay any portion of the Common Expenses unless and until such time as a Residence has been constructed on that Owner's Lot and the Residence has either been used for human habitation or a certificate of occupancy or other appropriate approval permitting human habitation has been obtained, issued, or acquired, whichever occurs first (an "Event of Occupancy"). Additionally, no Lot shall be included in the computation of Allocated Interests until an Event of Occupancy occurs with respect to it and the Common Expenses shall be allocated as provided in Section 1.1.1 solely among those Lots with respect to which an Event of Occupancy has occurred prior to the date of the levy of assessments

in question. Assessments shall be pro-rated with respect to a Lot for which an Event of Occupancy occurs part way through any assessment period.

6.3 Common Expense Assessments. Assessments made for Common Expenses shall be based upon the advance estimate of the cash requirements to provide for the payment of all Common Expenses, or the actual Common Expenses incurred in any period, as determined by the Maintenance Advisor in consultation with the Maintenance Provider. The amount so determined shall be assessed to the Owners as a common expense assessment by allocating each Lot its share of Common Expenses pursuant to each Lot's Allocated Interest. The following items are specifically included, without limitation, in the Common Elements and shall be part of the Common Expenses:

6.3.1. Ford's Way. The Community shall be responsible for the costs of providing street and sidewalk repair, maintenance and snow removal in the street and cul de sac known as Ford's Way as of the date of the recording of this Declaration. The Units in the CBS Commercial Community shall be responsible to pay one-half (1/2) of the expenses incurred under this sub-section.

6.3.2. Haverly Street and portion of Gillaspey Street. The costs of providing sidewalk repair, maintenance and snow removal for the sidewalk adjacent to Haverly Street and a small portion of Gillaspey Street as of the date of the recording of this Declaration shall be assessed to the Owners pursuant to each Lot's Allocated Interest.

6.4 Enforcement. In the event any assessment is not paid when due, the Maintenance Provider, and any Owner may enforce payment of such obligation by an appropriate proceeding in law or in equity.

6.5 Warnings. The Community has an obligation to perform its duties under these Declarations. If the Community fails to meet its obligations, specifically with respect to maintenance and snow removal on Ford's Way, the Community may be subject to fines, penalties, assessments or liens on any, or all, Lots.

6.6 Lien for Assessments.

6.6.1. Each Lot shall be subject to a lien in the amount of any assessment levied against that Lot. Fees, charges, late charges, attorney fees, fines and interest charged pursuant to this Declaration are enforceable as assessments. The amount of the lien shall include all those items set forth in this section from the time such items become due.

6.6.2. Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessments is required.

6.6.3. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of assessments becomes due.

6.6.4. Subject to the provisions of applicable law, any lien under this section is prior to all other liens and encumbrances on a Lot.

6.6.5. The lien created by this Declaration shall be superior to any homestead or other exemption as is now or may hereafter be provided by Colorado or federal law. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien. This section does not affect the priority of mechanics' liens. A lien under this Declaration is not subject to the provisions of part 2 of Article 41 of Title 38, C.R.S., as amended, or to the provisions of C.R.S. § 15-11-201, as amended.

ARTICLE 7
DECLARANT RIGHTS

7.1 Reserved Rights. Declarant reserves for twenty (20) years after the recording of this Declaration, certain declarant rights that include the right to:

7.1.1. maintain mobile and other sales offices, parking lots, management offices, and models and temporary construction yards on the Common Elements or Lots owned by Declarant;

7.1.2. maintain signs and advertising Lots for sale;

7.1.3. establish, from time-to-time, by dedication or otherwise, public streets, utility and other easements for purposes, including without limitation, public access, access paths, walkways, drainage, parking areas, installation areas, and to create other reservations, exceptions, and exclusions;

7.1.4. enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance, or regulations of parking, Common Elements, which may or may not be a part of the Community; and

7.1.5. perform warranty work, and repairs and construction work, and to store materials in secure areas, and in the Common Elements, and the future right to control such work and repairs and the right to access thereto, until completion.

7.2 Rights Transferable/Rights Transferred. Any rights created or reserved under this Declaration for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred recorded in the records of the Clerk. Such instrument shall be executed by the transferor Declarant and the transferee.

7.3 No Further Authorization Needed. The consent of Owners shall not be required to exercise any rights reserved by this Declaration, and Declarant or its assignees may proceed without limitation at its sole option. Declarant or its assignees may exercise any reserved rights on

all or any portion of the Community in whatever order it may determine in its sole and absolute discretion. Declarant or its assignees shall not be obligated to exercise any reserved rights.

IN WITNESS WHEREOF, Declarant sets its hand and seal the 12th day of August, 2024.

Adagio Properties, LLC
a Colorado limited liability company

Clark Atkinson, Manager

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 12th day of August, 2024, by Clark Atkinson, Manager of Adagio Properties, LLC, a Colorado limited liability company.

My commission expires: 07/18/2025.
Witness my hand and official seal.

DEBORAH M HOPPE
Notary Public
State of Colorado
Notary ID # 20054028128
My Commission Expires 07-18-2025

Deborah M. Hoppe
Notary Public

Exhibit A
Property

Lots 11A, 11B, 11C, 11D,
12A, 12B, 12C,
13A, 13B, 13C, 13D,
14A, 14B, 14C, 14D,
15A, 15B,
16A and 16B, inclusive
Block 6 Subdivision Two

Gunnison County, Colorado

According to the plat thereof recorded or to be recorded in the records of the Gunnison County Clerk and Recorder.

EXHIBIT B RESIDENTIAL COMMON ELEMENTS

(SHARE OF COMMON EXPENSE DIAGRAM)

ATTORNEY'S OPINION

I, Andrew H. Teske, 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 Adagio Properties, LLC, a Colorado limited liability company, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows: All references below are made to the official records of the Gunnison County Clerk and Recorder (the "Public Records").

1. Rights or claims of parties in possession not shown in the Public Records.
2. Easements or claims of easements, not shown in the Public Records.
3. Encroachments, overlaps or boundary lines, shortages in area, encroachments and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material imposed or arising by law and not shown in the Public Records.
5. Taxes, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attached subsequent to January 22, 2024 at 7:45 am local time.
6. Any and all unpaid taxes and assessments.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in any law authorizing the issuance of patents; (c) water rights, claims or title to water, all regardless of whether the matters are excepted under this item are shown in the public records.
8. All reservations and exceptions as set forth in United States Patents recorded May 18, 1898 in Book 110 at page 333, August 12, 1901 in Book 121 at page 246, May 22, 1918 in Book 184 at page 136, and October 9, 1922 in Book 194 at page 323.
9. Easement and right of way for ditch driveway reserved by Robert J. Overweg and Sophie Overweg in Warranty Deed recorded October 1, 1926 in Book 242 at page 344, in which the specific location of the easement is not stated.
10. All easements, encumbrances, dedications, reservations, restrictions, rights, duties, building envelopes, setbacks, and notes as set forth on that certain Plat of Crested Butte South - Second Filing recorded September 24, 1970 as Reception No. 291588.
11. Covenants, conditions, terms, and restrictions concerning the property, including those set forth in the following instruments, including any modifications or amendments thereto; except, and to the extent that, said covenants and restrictions are controlled or limited by any applicable law, or any such covenant or restriction is based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, ancestry, or source of income (if applicable):
    a. Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 429 at page 404;
    b. Resolutions recorded January 21, 1983 in Book 598 at page 304, December 8, 1988 in Book 661 at page 284, April 21, 1980 in Book 677 at page 576 and page 581, November 20, 1990 in Book 694 at page 901, October 22, 1982 in Book 730 in page 742, December 15, 1994 in Book 757 at page 223;
    c. Amendments recorded May 1, 1986 in Book 702 at page 201, 203, 251 and 255, November 27, 1996 at Reception No. 472225;
    d. Resolutions recorded May 27, 1969 at Reception No. 182581, June 30, 1969 at Reception No. 183316, October 19, 1989 at Reception No. 197392, November 8, 1989 at Reception No. 197944, March 26, 2001 at Reception No. 328495, September 25, 2001 at Reception No. 514452, February 5, 2002 at Reception No. 517975, June 25, 2003 at Reception No. 531551, September 25, 2003 at Reception No. 532202, February 20, 2004 at Reception No. 535238, July 20, 2004 at Reception No. 544204.
12. Any taxes, fees, assessments, restrictions, assessments, or charges by reason of the inclusion of the property within the Crested Butte South Metropolitan District.
13. Resolution Created Butte South Metropolitan District governing Individual Wells and Sewage Disposal Systems as set forth in the instrument recorded June 6, 1969 in Book 720 at page 316.
14. Board of County Commissioners of Gunnison County Resolution No. 83-49 identifying the Protected Crested Butte South Special Area as set forth in the instrument recorded September 23, 2003 at Reception No. 532203.
15. Board of County Commissioners Resolution No. 2009-28 designating Crested Butte South as a Special Area, recorded September 3, 2009 at Reception No. 568214.
16. Terms and conditions contained in the Certificate approving land use change permit recorded June 23, 2009 at Reception No. 561993, August 10, 2009 at Reception No. 562777, June 3, 2010 at Reception No. 575905, May 15, 2012 at Reception No. 612344, and September 20, 2012 at Reception No. 615006.
17. Terms and conditions as contained in Resolution of the Board of County Commissioners of the County of Gunnison, Colorado, concerning the extension and installation of water and sewer mains to all lands in Crested Butte South subdivision except for the north half of Block 5, Filing #2, Crested Butte South, recorded January 7, 2015 at Reception No. 626792.
18. Resolution Regarding the Adoption of a Short Term Rental Policy adopted May 22, 2018 in Reception No. 653106.
19. Board of County Commissioners Resolution No. 14, Series 2023 regarding the Crested Butte South Skilled Area Regulations, recorded April 4, 2025 at Reception No. 653995, and September 1, 2023 at Reception No. 649825.
20. Certificate of Administrative Review Approval, Certification No. 004, Series 2022 recorded January 9, 2023 at Reception No. 658706.
21. Covenants, conditions, and restrictions as set forth in Amended and Restated Covenants for Crested Butte South recorded January 25, 2022 at Reception No. 649408, including any modifications or amendments thereto, except, and to the extent that, said covenants and restrictions are controlled or limited by any applicable law, or any such covenant or restriction is based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, ancestry, or source of income (if applicable).
22. Board of County Commissioners Resolutions No 2023-8 Approving Amendment to the Crested Butte South Residential and Commercial Area Master Plan recorded April 21, 2023 at Reception No. 651205.
23. All easements, dedications, declarations, reservations, restrictions, roads, streets, building envelopes, setbacks, and notes as set forth on the Plat of CB South Block 6 subdivision recorded February 6, 2013 at Reception No. 603704.
24. Resolution of the Board of County Commissioners of Gunnison County recorded February 20, 2013 as Reception No. 605765.

Dated this _____ day of August, A.D. 2024.

_____
Attorney-at-Law

BOUNDARY LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	5.00'	N47°55'00"E
L2	5.00'	N47°55'00"E

EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
L51	23.57'	S77°07'13"E
L52	46.76'	N44°25'48"W

LAND SURVEYOR'S CERTIFICATE

I, Norman C. Whitehead, being a registered land surveyor in the State of Colorado, do hereby certify that the survey of this plat was made by me and under my supervision and is accurate to the best of my knowledge.

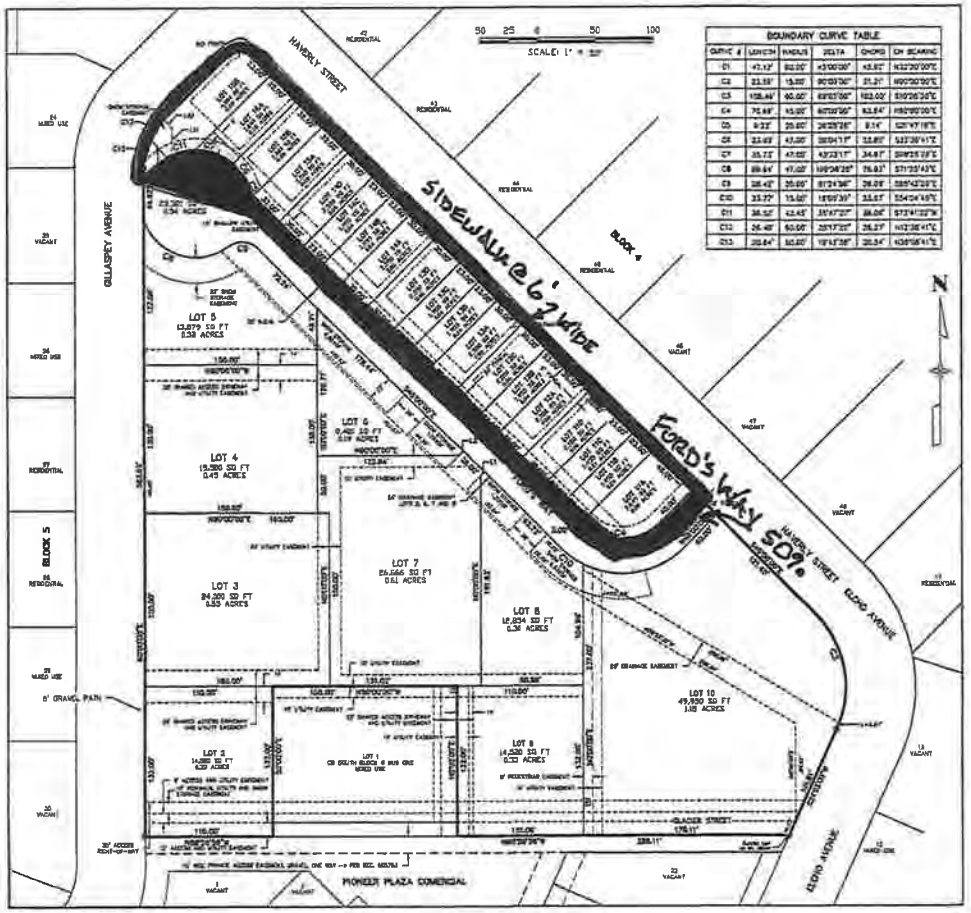
Dated this _____ day of August, 2024.

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 37739

_____
Norman C. Whitehead, P.E./P.L.S.
Colorado No. 37739

PLAT OF
BLOCK 6 SUBDIVISION TWO
A PORTION OF BLOCK 6
CRESTED BUTTE SOUTH - SECOND FILING

LOCATED WITHIN
NW1/4 SECTION 27, TOWNSHIP 14 SOUTH, RANGE 85 WEST
OF THE 6TH PRINCIPAL MERIDIAN
GUNNISON COUNTY, COLORADO



BOUNDARY CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	42.12'	50.00'	48°16'00"	40.90'	N32°20'00"E
C2	23.55'	15.00'	90°00'00"	21.21'	N60°00'00"E
C3	108.44'	60.00'	69°16'00"	102.02'	S30°26'26"E
C4	76.98'	45.00'	98°00'00"	63.84'	N82°00'00"E
C5	9.22'	25.00'	20°33'25"	9.14'	S21°47'18"E
C6	23.69'	45.00'	30°04'17"	23.60'	S33°36'41"E
C7	35.73'	47.00'	43°33'17"	34.89'	S59°25'25"E
C8	89.64'	47.00'	109°16'28"	76.63'	S71°25'43"E
C9	28.42'	25.00'	81°04'36"	26.09'	S85°42'29"E
C10	23.72'	15.00'	18°08'39"	23.63'	S54°24'48"E
C11	36.52'	42.45'	35°47'37"	35.96'	S73°41'22"E
C12	26.48'	60.00'	25°17'27"	26.27'	N12°36'41"E
C13	20.64'	60.00'	19°43'26"	20.54'	N36°58'41"E

DEDICATION

We, Adagio Properties, LLC, being the owner of the land described as follows: Beginning at the northwest corner of Pioneer Plaza Commercial Townhouses, thence along the boundary of Block 6, Crested Butte South - Second Filing the following 7 courses: 1) N00°00'00"E a distance of 220.62 feet to a point of curve; 2) 47.12 feet along said curve to the right, said curve has a central angle of 42°00'00", a radius of 60.00 feet, and a chord of N21°00'00"E a distance of 46.05 feet; 3) N42°00'00"E a distance of 77.24 feet to a point of curve; 4) 23.56 feet along said curve to the right, said curve has a central angle of 90°00'00", a radius of 15.00 feet and a chord of N87°00'00"E a distance of 21.21 feet; 5) S45°00'00"E a distance of 5.66 feet to a point of curve; 6) 108.44 feet along said curve to the right, said curve has a central angle of 69°16'00", a radius of 90.00 feet and a chord of S10°22'00"E a distance of 101.92 feet; 7) S24°15'00"W a distance of 137.21 feet; thence N69°58'57"W along the north line of said Pioneer Plaza a distance of 354.11 feet to the southeast corner of Lot 1, Block 6 Subdivision One; thence along said Lot 1 the following 3 courses: 1) N00°00'00"E a distance of 132.83 feet; 2) S90°00'00"W a distance of 150.00 feet; 3) S00°00'00"E a distance of 132.09 feet to a point on the north boundary of said Pioneer Plaza; thence N69°58'57"W along said north boundary a distance of 119.00 feet to the POINT OF BEGINNING. Containing 3.80 acres, more or less, in Gunnison County, Colorado under the name of BLOCK 6 SUBDIVISION TWO, 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 and as further provided below:

i. All streets, roads, rights-of-way are dedicated for use of the public forever.

ii. All sidewalks, access and pedestrian easements are dedicated as perpetual easements for use by the public forever while on foot or utilizing any kind of type of vehicle approved by law for use outside of a public road, street or right-of-way.

iii. All utility easements are dedicated as perpetual easements for utilities including installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to: electric lines, cable tv lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines and appurtenant facilities.

iv. All shallow utility easements are dedicated as perpetual easements for utilities including installation, operation, maintenance and repair of said utilities and appurtenances that are solely related to electric lines, cable tv lines, natural gas pipelines, telephone lines and appurtenant facilities.

v. All snow storage easements are dedicated for the use of the public as perpetual easements for the temporary storage of snow and ice removed from the public streets, roads, sidewalks and rights-of-way adjacent to the indicated easement areas, and for the Townhome driveways along Ford's Way.

vi. Drainage Easements are perpetual easements dedicated for the use of the public for purposes maintenance and conveyance of stormwater drainage.

In Witness whereof, Clark Atkinson, managing member of Adagio Properties LLC a Colorado limited liability company has subscribed his name this _____ day of August, A.D. 2024.

_____
Clark Atkinson, Manager
Adagio Properties, LLC a Colorado limited liability company

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this _____ day of August, A.D. 2024 by Clark Atkinson, Manager Adagio Properties LLC.

My commission expires: _____

Witness my hand and official seal: _____

_____ (seal)
Notary Public

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

Adagio Properties, LLC, on behalf of themselves 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. We acknowledge that it is County's economy of the 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 expenses."

By: _____

Name: _____ Title _____

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

Adagio Properties, LLC, on behalf of themselves 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 this property, and any improvements thereto. We acknowledge that it is 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 expenses."

By: _____

Name: _____ Title: _____

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of BLOCK 6 SUBDIVISION TWO is approved this _____ day of August, A.D. 2024, 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 and all public areas 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

COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION

This property described on this plat is subject to all the requirements, terms and conditions of the Board of County Commissioners' Resolution No. _____, recorded as Reception No. _____ of the Records of the Clerk and Recorder of Gunnison County.

NOTES:

1. Confinement of Domestic Animals: Domestic animals must be controlled by kenneling, tether, fence or other physical constraints. Any expense of enforcement of Domestic Animal Enforcement restrictions by the County shall be at the expense of the responsible association or individual.
2. Awareness of "Colorado Fence Out" requirements. Each property owner shall be aware of and responsible for fulfilling the obligations and requirements of CRS 35-46-101 "Fence Out" requirements regarding owned property, adjacent property owners, livestock, wildlife and the costs and maintenance of fences.
3. According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown hereon.
4. This plat is subject to any and all applicable Protective Covenants and Declarations recorded in Gunnison County, including:
    a. Crested Butte South Property Owner Association Governing Documents including but not necessarily limited to the By-Laws, Covenants, Special Area Regulations, Governing Policies;
    b. Declaration of Covenants, Conditions, and Restrictions of CBS Commercial relating to the Commercial Community and Lots within Block 5;
    c. Declaration of Covenants, Conditions, and Restrictions of CBS Residential relating to the Residential Community and Lots within Block 5.

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. 2024, Reception Number _____, Time _____ Date _____.

_____
Gunnison County Clerk and Recorder

PLAT OF
BLOCK 6 SUBDIVISION TWO
GUNNISON COUNTY, COLORADO

Prepared By:
NCW & Associates, Inc.
P.O. Box 2668
273 Gores St.
Crested Butte
Colorado 81224
(970) 349-6364
Fax (970) 349-6297

PROJECT: 21248.00 | DWG: PLAT
DATE: 8/12/24 | SHEET 1 OF 1

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF CBS COMMERCIAL

This Declaration of Covenants, Conditions and Restrictions of CBS Commercial ("Declaration") is made this 12th day of August, 2024 by Adagio Properties, LLC, a Colorado limited liability company whose address is 2271 J Road, Grand Junction, CO 81505 ("Declarant").

RECITALS

A. Declarant is the owner of certain real property in Gunnison County, Colorado, more particularly described on the attached **Exhibit A** as Parcel One. Burritodog LLC, a Colorado limited liability company, whose address is 10 Shavano St, Crested Butte, CO 81224 is the owner of certain real property in Gunnison County, Colorado, more particularly described on the attached **Exhibit A** as Parcel Two. Together, Parcel One and Parcel Two, as identified on the attached **Exhibit A,** are the subject of this Declaration (the "Property").

B. As a part of the common plan or scheme of development for the Property, Declarant and Burritodog LLC desire to submit the Property to the covenants, conditions, restrictions, terms and provisions of this Declaration.

C. The Property is a portion of Block 6, Crested Butte South – Second Filing, according to the plat thereof recorded in the records of the Clerk September 24, 1970 at Reception No. 281588, and is subject to that certain instrument bearing the title "Amended and Restated Covenants Conditions and Restrictions for Crested Butte South" recorded in the records of the Clerk on January 20, 2023 at Reception No. 689469, which consolidates, amends, and restates in their entirety numerous other instruments referenced therein (the "Crested Butte South Declaration").

D. The Property is located within the service area of the Crested Butte South Metropolitan District (the "District") which provides water, sewer, road maintenance and limited snow removal services within its service area, subject to certain rules, regulations, and other terms and conditions.

E. To the extent that this Declaration may otherwise create a common interest community on the Property as defined by the Colorado Common Interest Ownership Act ("CCIOA"), C.R.S. §§38-33.3-101, *et seq.,* it is a mixed-use planned community as defined at C.R.S. §38-33.3-103(22), is created after July 1, 1998, contains only ten (10) units as that term is defined at C.R.S. §38-33.3-103(30), and is not subject to development rights as that term is defined at C.R.S. §38-33.3-103(14). As such, the community created by this Declaration (the "Community") called CBS Commercial are subject only to C.R.S. §§ 38-33.3-105 through 38-33.3-107 of CCIOA. The limited application of CCIOA in this context is often referred to as a "CCIOA exemption." As a CCIOA exempt community, the provisions of this Declaration are not required to and therefore may not comply with portions of CCIOA.

NOW, THEREFORE, the Declarant and Burritodog LLC hereby declare that all of the Community, as hereinafter described, with all appurtenances, facilities and Improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, encumbered, liened, and conveyed subject to the following easements, reservations, uses, limitations, obligations, restrictions, covenants, provisions and conditions.

ARTICLE 1
DEFINITIONS

The terms used herein shall have the following meanings:

1.1 "Allocated Interests" shall mean and refer to the common expense liability set forth in this Declaration, as it may be amended and supplemented from time to time. The formulas for the Allocated Interests are as follows:

1.1.1. *Percentage share of Common Expenses*. Each Unit shall be responsible for a percentage share of Common Expenses equal to that shown on **Exhibit B**, for all of the Units in the Community subject to assessment on the date of calculation, as described herein. (The Allocated Interest and Percentage share of Common Expenses is determined by each Unit area in proportion to the sum of all Unit areas expressed in square feet in the Community).

1.1.2. *Votes*. Where this Declaration provides that any matter is subject to the vote or approval of the Owners, each Unit shall be allocated votes equivalent to their Percentage share of Common Expenses shown on **Exhibit B**, which shall be exercised as the Owners of the Unit determine among themselves. In no event shall more votes be cast on any matter with respect to any Unit than the proportion of votes allocated on **Exhibit B**. Cumulative voting shall not be permitted. The Owner(s) of any Unit may appoint a proxy to exercise their votes under this Declaration by any written proxy appointment which appears regular on its face.

1.2 "Clerk" means the Clerk and Recorder of Gunnison County, Colorado.

1.3 "Common Elements" means all portions of the Community designed and intended for the common use and enjoyment of the Owners or for which the Community is responsible for maintenance, repair and replacement, including, without limitation, and those portions of the sidewalks and streets within the Community, including but not limited to the north half of Glacier Street and a portion of expenses associated with Ford's Way, incurred by the CBS Residential Community, sidewalks that will be completed contemporaneous with each Owner Unit building development pursuant to the CAMP, and maintenance of stormwater and other drains, swales, pipes and drainage facilities.

1.4 "Common Expenses" shall mean all expenses of administering, servicing, conserving, managing, maintaining, repairing, or replacing the Common Elements as shown on

Exhibit C, including, but not limited to, costs of collection, fines, fees, interest, and attorneys' fees necessary to collect Common Expenses, and include, among other things, the Community's share of the costs of street and sidewalk repair, maintenance and snow removal in the street and cul de sac designated and described as Ford's Way and the north half of Glacier Street at the time of the recording of this Declaration, as more fully provided below.

1.5 "Community" shall mean and refer to the common interest community described herein and created on the Property known as CBS Commercial.

1.6 "Declarant" shall mean and refer to Adagio Properties, LLC, a Colorado limited liability company, its agents, employees, contractors, successors and assigns to whom it expressly transfers all or any part of its rights as Declarant hereunder.

1.7 "Declaration" means this document and as it may be amended or supplemented from time to time.

1.8 "Maintenance Advisor" shall mean Declarant during the Period of Declarant Control, or thereafter the Owner designated to carry out the duties required for maintenance and snow removal as defined herein.

1.9 "Maintenance Provider" shall mean a person or entity selected by the Maintenance Advisor who shall be responsible, in consultation with the Maintenance Advisor, for planning, determining, and directing performance of the maintenance, repair and replacement of the Common Elements, the determination of appropriate budgets for the cost of maintenance, repair and replacement of the Common Elements, the levying of assessments to raise the amounts needed to fund maintenance, repair and replacement of the Common Elements , and the collection of all assessments, fees, administrate costs and other amounts related to the maintenance, repair and replacement of the Common Elements, in exchange for a fee, which shall also be included as a Common Expense.

1.10 "Owner" means any person, corporation, partnership, Community, contract seller or other legal entity or any combination thereof, including Declarant, who owns the record fee simple interest in one or more Units. The term "Owner" shall further include any grantee, transferee, heir, successor, personal representative, executor, administrator, devisee, and assign of any Owner but shall not refer to any security interest holder or other person or entity having an ownership interest in any Unit merely as security for the performance of an obligation.

1.11 "Plat" means that certain engineering survey instrument that depicts the Community in two dimensions to be recorded in the records of the Clerk, which includes, among other things, a description of the boundaries of each Unit and each Unit's identifying number, and is executed by Declarant.

1.12 "Property" means that certain real property described on Exhibit A hereto, together with all appurtenances thereto and all Improvements now or hereafter on.

1.13 "Declarant Rights" shall mean and refer to any right or combination of rights reserved by Declarant in this Declaration.

1.14 "Unit" means a physical portion of the Community which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the Declaration, or the Plats.

ARTICLE 2
GENERAL DECLARATION

2.1 Intent. Through this Declaration, Declarant specifically intends to enhance and preserve the value, desirability and attractiveness of the Community from time to time, and to provide for the maintenance of the Common Elements in a manner beneficial to all Owners. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved, or declared by this Declaration shall be deemed to be covenants appurtenant to and running with the land, and shall at all times inure to the benefit of and be binding upon any person or entity having at any time any interest or estate in the Community, and their respective heirs, successors, representatives, or assigns.

2.2 Other Limitations.

2.2.1. This Declaration, together with the Plats and Maps that show or depict the Property, or parts thereof, do not necessarily contain, reflect or reference all of the rights, burdens, encumbrances, easements or other interests, appurtenant or personal, that may be attached to the Property, including the Units or parts of the Units. Such rights, burdens, encumbrances, easements and other interests as may affect in one manner or another the Owners' interests in the Units may arise under other instruments or documents appearing in the records of the Clerk, in law, or in equity, and may not yet be fully defined, adjudicated or resolved. Owners and potential Owners of Units are cautioned to diligently review available documents and engage appropriate legal or other counsel of their choosing to fully investigate, evaluate, and understand the rights, burdens, encumbrances, easements and other interests as may affect their Unit either before purchasing or afterwards.

2.2.2. The Community is subject to the Crested Butte South Special Area Regulations and Commercial Area Master Plan adopted March 21, 2023 by the Board of County Commissioners of Gunnison County, Colorado, and recorded at Reception No. 690075 in the records of the Clerk, as the same may be amended from time to time (the "CAMP"). The CAMP contains additional guidelines, restrictions, limitations, and requirements with respect to the development, construction, use, maintenance and occupation of the Units.

2.3 Further Subdivision. The Units may be further subdivided pursuant to appropriate approvals under the applicable requirements of Gunnison County, the Crested Butte South Declaration, and other federal, state and local law and regulation. In the event that any Unit is

further subdivided, the Allocated Interests and Votes associated with the Units under this Declaration shall not be diluted, amplified, fractionalized, altered, or modified in any manner, but the owners of all subdivided properties that are a part of a Unit identified herein shall be considered tenants in common and joint owners of undivided shares of the Unit for all purposes under this Declaration.

ARTICLE 3
PROPERTY RIGHTS AND EASEMENTS

3.1 Owners' Common Element Easement of Enjoyment. Subject to the limitations and restrictions of this Declaration, every Owner shall have an equal, nonexclusive right and easement of enjoyment in and to the Common Elements, including, without limitation, the right of ingress and egress to and from the Owner's Unit, parking area, any private street, or any recreational facilities completed upon the Common Elements and such easement shall be appurtenant to and shall pass with the title to every Unit without the necessity of additional reference.

3.2 Delegation of Use. Subject to the provisions of this Declaration any Owner may delegate its right of enjoyment to the Common Elements to the members of its family, tenants, guests, or contract purchasers who reside in its Unit. Each Owner shall be liable for any damage done to the Common Elements by its family, tenants, guests, or contract purchasers.

3.3 No Partition of Common Elements. The Common Elements shall remain undivided and shall not be subject to partition. By acceptance of its or her deed or other instrument of conveyance or assignment, each Owner specifically waives its right to institute and/or maintain a partition action or any other action designed to cause a division of the Common Elements. Each Owner agrees not to institute any such action. Furthermore, each Owner agrees that this section may be pleaded as a bar to the maintenance of such an action. A violation of this provision shall entitle the complying Owners to personally collect, jointly and severally, from the parties violating the same, the actual attorneys' fees, costs, and other damages the complying Owners incur in connection therewith.

3.4 Changing Boundaries. Units may be further subdivided or combined with one another and the legal boundaries between Units may be changed or altered in any way from those shown on any Plats or Maps, subject to applicable requirements of the Crested Butte South Declaration, the CAMP, requirements of the District, if any, and other applicable federal, state, and local law and regulation.

3.5 Other Easements. In addition to the Owners' Common Element easement of enjoyment, provided above, the Community shall be subject to the following:

3.5.1. *Utility Easements*. Notwithstanding any provision of this Declaration to the contrary, Declarant reserves the right to create, grant and transfer non-exclusive easements in, under, over, across, through, and upon the Community for the purpose of installing, maintaining, repairing and placing any utilities or related services, including, without

limitation, to any gas, electric, water or sewer line, mains or laterals, any telephone and cable television lines, any heating or cooling installations, any master television antenna system, or for other public purposes consistent with the intended use of the Community under this Declaration. The foregoing easements shall include, without limitation, the right of ingress and egress, the right to erect and maintain the necessary pipes, poles and other equipment, subject to the restrictions elsewhere in this Declaration, and the right to enter into agreements relating to such utility services and easements; all of which shall be binding upon the Owners. Should any person or party furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on, in and through the Community without conflicting with the terms hereof. The foregoing easement shall be in addition to any other recorded easements on, in and through the Community, including, without limitation, any easements granted in any recorded subdivision Plat or Map.

3.5.2. *Drainage Easements*. A non-exclusive easement is hereby granted to the Owners upon, across, over, in, and under the Common Elements for drainage of stormwater and irrigation water. The Owners shall pay for the installation, operation, maintenance, and repair of any necessary drainage facilities as Common Expenses.

3.5.3. *Maintenance Easement*. A non-exclusive easement is hereby granted upon, across, over, in and under the Community as may be necessary or appropriate to perform any maintenance required or permitted hereunder, any of Declarant's Rights, inspection, maintenance, repair, replacement, construction or reconstruction of any facilities or utilities on or within the Common Elements; provided, however, that entry into any Unit in non-emergency situations shall only be made after providing reasonable written notice and during regular business hours, and, under emergency circumstances, shall only be made after such notice, if any, as is reasonable under the circumstances.

3.5.4. *Easement for Encroachments*. If any part of the Common Elements, or any Improvements or structure encroaches upon a Unit, a valid easement for such encroachment and for the maintenance of the same, so long as it stands, shall and does exist.

3.5.5. *Drainage and Snow Storage Easements*. Permanent, appurtenant, non-exclusive easements are hereby granted to the Owners upon, across, over, in, and under the Common Elements in the areas described and defined on the Plat for drainage, and removal, placement, and storage of snow removed from roads and sidewalks which are part of the Common Elements. Snow storage easements are to be used exclusively for the snow storage, except as noted herein. The Community will perpetually share snow storage easements rights along Ford's Way with the immediately adjacent CBS Residential Community for the removal, placement and storage of snow from Ford's Way and from Unit driveways in the snow storage easements along Ford's Way. The Owners shall pay for the installation, operation, maintenance, and repair of any necessary drainage facilities within the drainage and snow storage easements as Common Expenses.

3.5.6. *Rights of Declarant Incident to Construction.* An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress, and egress over, in, upon, under, and across the Common Elements for the exercise of any Declarant Right hereunder.

3.6 Easements Deemed Created. All conveyances of portions of the Community (including Units) hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Declaration, even though no specific reference to such easements or to this Declaration appears in the instrument of such conveyance.

3.7 Recorded Easements. The Community, and all portions thereof, shall be subject to all recorded licenses and easements including, without limitation, any shown on any Plats or Maps, recorded now or hereafter, affecting the Community, or any portion thereof, and additionally subject to those recorded easements and matters shown or appearing of record with the Clerk as of the date of this Declaration.

ARTICLE 4
COMMUNITY MAINTENANCE

4.1 Declarant Control. Until the Termination of the Period of Declarant Control, defined below, the Declarant shall control maintenance and administration of the Common Elements, and serve as or appoint the Maintenance Advisor.

4.2 Period of Declarant Control. The Period of Declarant Control shall begin at the recording of this Declaration and terminate on the earlier of a) five (5) years following the recording of this Declaration, or b) when the first election is held by the Owners to select a replacement Maintenance Advisor. An election may be conducted by the Owners to select a Maintenance Advisor earlier than five (5) years after the recording of this Declaration only with the consent of the Declarant, which consent may be withheld in its sole and absolute discretion.

4.3 Selection of Maintenance Advisor, Term, Replacement. After the expiration of the Period of Declarant Control, any Owner may be elected to serve as the Maintenance Advisor. The Owner receiving the highest total number of votes from the Community in any election called to select the Maintenance Advisor shall be elected Maintenance Advisor. The Maintenance Advisor will serve for a term of four (4) calendar years. The position is unpaid. The purpose of the Maintenance Advisor is to select and manage the Maintenance Provider so as to assure the proper and timely conduct of maintenance and snow removal within the Common Elements.

4.3.1. Prior to the expiration of its then-current term, the Maintenance Advisor shall administer an election for the successive term. Maintenance Advisors shall not be term limited.

4.3.2. The Maintenance Advisor may be removed from office at any time, with or without cause, by the majority vote of the Owners.

4.3.3. The Maintenance Advisor shall serve until such time as their successor shall be elected and qualify.

4.3.4. In the event there is any vacancy in the office of Maintenance Advisor for any reason , the immediately preceding Maintenance Advisor or the then-Owner of the Unit owned by the immediately preceding Maintenance Advisor shall fill the vacancy and serve until such time as an election can be held and a new Maintenance Advisor properly elected by the Owners.

4.4 Duties. The Maintenance Advisor shall perform the following functions:

4.4.1. Locate, hire, fire, and work with the Maintenance Provider;

4.4.2. Determine, jointly with the Maintenance Provider, the annual budget for maintenance and snow removal in the Common Elements, including, without limitation, all costs for work to be performed, Maintenance Provider costs, collection and enforcement costs, and any and all expenses reasonably determined to be necessary, appropriate or useful to the timely and proper provision of maintenance, repair and replacement of the Common Elements, including, without limitation, appropriate reserves;

4.4.3. Oversee and assure that the Maintenance Provider communicates with and collects from all Owners, deposits and properly stewards all funds, properly manages and accounts all financial accounts of all fees collected from all Owners and all expenses being paid to other parties;

4.4.4. Assist the Maintenance Provider in the collection of all amounts due from and owed by the Owners for Common Expenses and in the enforcement of any obligations imposed by this Declaration;

4.4.5. Confirm that all Owners are notified in writing, annually, of the forecast budget, the individual Owner expense allocation, the financial balance/reserve (if any), and all anticipated costs to be incurred for the proper administration of the maintenance and snow removal obligations of the Community; and

4.4.6. Perform such other duties and functions as may be reasonably necessary, useful or appropriate to the full, timely and proper performance of the foregoing.

4.5 Limitation Upon Liability.

4.5.1. *Indemnification of Declarant and Maintenance Advisor.* No party, specifically including, without limitation, the Declarant, any Maintenance Advisor, or any

Maintenance Provider, shall be liable to any Owner or other person or entity for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without willful or intentional misconduct. The Community shall indemnify and hold harmless any person aforementioned from any and all reasonable costs, damages charges, liabilities, obligations, fines, penalties and claims, demands, or judgments and any and all expenses, including, without limitation, attorneys' fees, incurred in the defense or settlement of any action arising out of or claimed on account of any act, omission, error or negligence of such person or of the Community, provided that such person has acted in good faith and without willful or intentional misconduct.

4.5.2. *Limitation Upon Liability of Community.* Notwithstanding the duty of the Community to maintain and repair parts of the Community, the Community shall not be liable for injury or damage, other than the normal costs of the maintenance and repair, caused by any latent condition of the Community or by the conduct of the Owners or other persons.

4.6 Community Books and Records. The Maintenance Provider shall make the following information available to Owners upon written request: (a) the date on which the fiscal year commences; (b) its operating budget for the current fiscal year; (c) its annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure; (d) the results of any financial audit or review for the fiscal year immediately preceding the current annual disclosure; and (e) a list of all Community insurance policies if applicable, including, without limitation, property, general liability. The cost of records production shall be a Common Expense.

4.7 Maintenance Provider. The Maintenance Provider hired by the Maintenance Advisor shall be responsible for all matters of Common Element maintenance and snow removal, including the budgeting, collection, accounting, bidding and contracting for any services, expenditure and administration of fees, etc. The Maintenance Provider may be replaced at any time, and from time to time, by the Maintenance Advisor.

ARTICLE 5
MAINTENANCE & RESTRICTIONS ON USE

5.1 Maintenance Obligations.

5.1.1. *Owner Maintenance.* The Owners of all Units, at their sole expense, shall keep, maintain, and repair their Units in good repair, and in a clean, safe, and attractive manner, free from the accumulation of trash or debris or visual deterioration. The Owners shall do no act or any work that will impair any easement or utility service, nor do any act nor allow any condition to exist which will adversely affect the use and enjoyment of the other Units, Common Elements, or the provision of utility services to the same.

5.1.2. *Common Element Maintenance.* The Owners of the Units, acting through the Maintenance Advisor and Maintenance Provider, shall keep, maintain, and repair the

Common Elements in a neat, clean, attractive, and well-maintained condition, in proper working condition, and free from the accumulation of trash or debris or visual deterioration. The Owners shall not make any alterations in the Common Elements or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Community. The costs and expenses incurred for the purpose of maintaining, repairing, and restoring the Common Elements shall be borne by the Owners as a part of the Common Expenses, except when such cost is attributable to the acts or negligence of a Unit Owner.

5.1.3. *Maintenance Necessitated by Owner's Negligence.* Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair or reconstruction of any portion, part or component of the Community is caused by the willful or negligent act or omission of any Owner, any member of such Owner's family, or by a tenant, guest or invitee of such Owner, the cost of such repair, maintenance, reconstruction or expense to avoid such damage shall be the personal obligation of such Owner.

5.2 Use Restrictions and Offensive Activities. All uses of the Units within the Community shall comply with the CAMP and applicable provisions of the Crested Butte South Declaration.

ARTICLE 6
ASSESSMENTS

6.1 Owner's Obligation. By accepting a deed to any Unit, each Owner agrees to pay all Common Expenses, to be fixed and levied from time to time as provided in this Declaration. Such assessments, together with interest accruing thereon and the costs of collection in the event of a delinquency of payment, shall be the personal obligation of the person who is the Owner, or the persons who are jointly and severally the Owner, at the time the assessment was made. No Owner may waive or otherwise escape personal liability for the payment of the assessments, charges, fees, fines and other sums provided for herein by non-use of the Common Elements or the facilities contained therein, by abandonment or leasing of its Unit or by asserting any claims against any other Owner(s), the Declarant, or any other person or entity.

6.2 Limited Exemption for Vacant Units. Despite anything in this Declaration that might suggest otherwise, no Owner of any Unit shall be responsible to pay any portion of the Common Expenses unless and until such time as Improvements have been constructed on that Owner's Unit and the Improvements have either been used for their intended purposes or a certificate of occupancy or other appropriate approval permitting the use of those Improvements has been obtained, issued, or acquired, whichever occurs first (an "Event of Occupancy"). Additionally, no Unit shall be included in the computation of Allocated Interests until an Event of Occupancy occurs with respect to it and the Common Expenses shall be allocated as provided in Section 1.1.1 solely among those Units with respect to which an Event of Occupancy has occurred

prior to the date of the levy of assessments in question. Assessments shall be pro-rated with respect to any Unit for which an Event of Occupancy occurs part way through any assessment period.

6.3 Common Expense Assessments. Assessments made for Common Expenses shall be based upon the advance estimate of the cash requirements to provide for the payment of all Common Expenses, or the actual amount of Common Expenses incurred in any period as determined by the Maintenance Advisor in consultation with the Maintenance Provider. The amount so determined shall be assessed to the Owners as a common expense assessment by allocating each Unit its share of Common Expenses pursuant to each Unit's Allocated Interests. The following items are specifically included, without limitation, in the Common Elements and shall be part of the Common Expenses:

6.3.1. *Ford's Way*. The costs of providing street and sidewalk repair, maintenance and snow removal in the street and cul de sac, known as Ford's Way as of the date of the recording of this Declaration is the obligation of the CBS Residential Community. This Community shall pay one-half (1/2) of the expenses incurred by the CBS Residential Community in performing maintenance, repair and replacement under this sub-section which amounts shall be a part of the Common Expenses paid by the Unit Owners under this Declaration.

6.3.2. *Glacier Street*. The costs of providing street and sidewalk repair, maintenance and snow removal to the boundary of the property/Right of Way/Center of Street in the street known as Glacier Street as of the date of the recording of this Declaration shall be assessed to the Owners pursuant to each Unit's Allocated Interest.

6.3.3. *Gillaspey Street and Elcho Street*. The costs of providing sidewalk repair, maintenance and snow removal to Unit sidewalks adjacent to Elcho Street, Gillaspey Street as of the date of the recording of this Declaration shall be assessed to the Owners pursuant to each Unit's Allocated Interest.

6.4 Enforcement. In the event any assessment is not paid when due, the Maintenance Provider, and any Owner may enforce payment of such obligation by an appropriate proceeding in law or in equity.

6.5 Warnings. The Community has an obligation to perform its duties under these Declarations. If the Community fails to meet its obligations, specifically with respect to maintenance and snow removal on Ford's Way, the Community may be subject to fines, penalties, assessments or liens on any, or all, Units.

6.6 Lien for Assessments.

6.6.1. Each Unit shall be subject to a lien in the amount of any assessment levied against that Unit. Fees, charges, late charges, attorney fees, fines and interest charged pursuant to this Declaration are enforceable as assessments. The amount of the lien shall include all those items set forth in this section from the time such items become due.

6.6.2. Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessments is required.

6.6.3. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of assessments becomes due.

6.6.4. Subject to the provisions of applicable law, any lien under this section is prior to all other liens and encumbrances on a Unit.

6.6.5. The lien created by this Declaration shall be superior to any homestead or other exemption as is now or may hereafter be provided by Colorado or federal law. The acceptance of a deed to a Unit subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien. This section does not affect the priority of mechanics' liens. A lien under this Declaration is not subject to the provisions of part 2 of Article 41 of Title 38, C.R.S., as amended, or to the provisions of C.R.S. § 15-11-201, as amended.

ARTICLE 7
DECLARANT RIGHTS

7.1 Reserved Rights. Declarant reserves for twenty (20) years after the recording of this Declaration, certain declarant rights that include the right to:

7.1.1. maintain mobile and other sales offices, parking lots, management offices, and models on the Common Elements or Units owned by Declarant;

7.1.2. maintain signs and advertising Units for sale;

7.1.3. establish, from time-to-time, by dedication or otherwise, public streets, utility and other easements for purposes, including without limitation, public access, access paths, walkways, drainage, recreation areas, parking areas installation areas, and to create other reservations, exceptions, and exclusions;7.1.4 enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance, or regulations of parking or Common Elements, which may or may not be a part of the Community; and

7.1.4. perform warranty work, and repairs and construction work, and to store materials in secure areas, and in the Common Elements, and the future right to control such work and repairs and the right to access thereto, until completion.

7.2 Rights Transferable/Rights Transferred. Any rights created or reserved under this Declaration for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred recorded in the records of the Clerk. Such instrument shall be executed by the transferor Declarant and the transferee.

7.3 No Further Authorization Needed. The consent of Owners shall not be required to exercise any rights provided by this Declaration, and Declarant or its assignees may proceed without limitation at its sole option. Declarant or its assignees may exercise any reserved rights on all or any portion of the Community in whatever order it may determine in its sole and absolute discretion. Declarant or its assignees shall not be obligated to exercise any reserved rights.

IN WITNESS WHEREOF, Declarant sets its hand and seal the 12th day of August, 2024.

Adagio Properties, LLC
a Colorado limited liability company

Clark Atkinson, Manager

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 12th day of August, 2024, by Clark Atkinson, Manager of Adagio Properties, LLC, a Colorado limited liability company.

My commission expires: 07/18/2025.
Witness my hand and official seal.

DEBORAH M HOPPE
Notary Public
State of Colorado
Notary ID # 20054028128
My Commission Expires 07-18-2025

Deborah M. Hoppe
Notary Public

Exhibit A
Property

Parcel One:

Lots 2 through 10, inclusive
Block 6 Subdivision Two

Gunnison County, Colorado

According to the plat thereof recorded or to be recorded in the records of the Gunnison County Clerk and Recorder.

Parcel Two:

Lot 1
Block 6 Subdivision One

Gunnison County

Exhibit B
Allocated Interests
Percentage Share of Common Expenses for Each Unit

CBS BLOCK 6
COMMERCIAL
ALLOCATED INTEREST

LOT	AREA (sf)	UNIT %
1	21,120	10.28%
2	14,520	7.07%
3	24,000	11.68%
4	19,500	9.49%
5	13,879	6.76%
6	8,400	4.09%
7	26,666	12.98%
8	12,854	6.26%
9	14,520	7.07%
10	49,950	24.32%
	205,409	100.00%

EXHIBIT C COMMERCIAL COMMON ELEMENTS

(SHARE OF COMMON EXPENSE DIAGRAM)

PLAT OF
BLOCK 6 SUBDIVISION TWO
A PORTION OF BLOCK 6
CRESTED BUTTE SOUTH - SECOND FILING

LOCATED WITHIN
NW1/4 SECTION 27 TOWNSHIP 14 SOUTH, RANGE 85 WEST
OF THE 6TH PRINCIPAL MERIDIAN
GUNNISON COUNTY, COLORADO

ATTORNEY'S OPINION

I, Andrew H. Tenkar, an attorney at law duly licensed to practice in the State of Colorado hereby certify that I have examined title to all lands hereon dedicated and subdivided. Such title is vested in Adagio Properties LLC, a Colorado limited liability company, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows. All references below are made to the official records of the Gunnison County Clerk and Recorder (the "Public Records")

1. Rights or claims of parties in possession not shown in the Public Records
2. Easements or claims of easements not shown in the Public Records
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the Public Records
4. Any lien, or right to a lien, for services, labor or materials imposed on or created by law and not shown in the Public Records
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attached subsequent to January 22, 2024 at 7:45 am local time
6. Any and all unpaid taxes and assessments
7. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in any law authorizing the issuance of patents, (c) water rights, claims or title to water, all regardless of whether the matters are excepted under this item are shown in the public records
8. All reservations and exceptions as set forth in United States Patents recorded May 19, 1898 in Book 115 at page 303, August 12, 1901 in Book 101 at page 248, May 22, 1916 in Book 184 at page 138 and October 8, 1922 in Book 184 at page 353
9. Easement and right of way for cattle driveway reserved by Robert J. Overstag and Bertha Overstag in Warranty Deed recorded October 1, 1936 in Book 245 at page 364, in which the specific location of the easement is not defined
10. All easements, exceptions dedications, reservations, restrictions, roads, ditches, building envelopes, setbacks and notes as set forth on that certain Plat of Crested Butte South - Second Filing recorded September 24, 1970 at Reception No. 281588
11. Covenants, conditions, terms, and restrictions concerning the property including those set forth in the following instruments including any modifications or amendments thereto except, and to the extent that, said covenants and restrictions are controlled or limited by any applicable law, or any such covenant or restriction is based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, medical condition, national origin, source of income or ancestry:
   a. Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at page 101;
   b. Resolutions recorded January 21, 1983 in Book 569 at page 304, December 8, 1988 in Book 661 at page 284, April 27, 1990 in Book 677 at page 578 and page 581, November 20, 1990 in Book 684 at page 901, October 22, 1993 in Book 733 at page 140, December 15, 1994 in Book 757 at page 223
   c. Amendments recorded May 1, 1998 in Book 782 at page 202, 203, 204 and 205, November 22, 1996 at Reception No. 472225
   d. Resolutions recorded May 27, 1998 at Reception No. 462581, April 30, 1999 at Reception No. 463218, October 16, 1998 at Reception No. 467530, November 6, 1998 at Reception No. 467544, March 22, 2001 at Reception No. 509429, September 25, 2001 at Reception No. 514482, February 5, 2002 at Reception No. 517978, June 23, 2003 at Reception No. 531851, September 25, 2003 at Reception No. 535203, February 23, 2004 at Reception No. 536229, July 20, 2004 at Reception No. 544256
12. Any taxes, fees, obligations, restrictions, assessments or charges by reason of the inclusion of the property within the Crested Butte South Metropolitan District
13. Resolution Crested Butte South Metropolitan District governing Individual Wells and Sewage Disposal Systems as set forth in the instrument recorded June 8, 1993 in Book 726 at page 218
14. Board of County Commissioners of Gunnison County Resolution No. 03-46 identifying the Proposed Crested Butte South Special Area as set forth in the instrument recorded September 25, 2003 at Reception No. 535203
15. Board of County Commissioners Resolution No. 2008-79 designating Crested Butte South as a Special Area, recorded September 3, 2008 at Reception No. 568284
16. Terms and conditions contained in the Certificate approving land use change permit recorded June 23, 2009 at Reception No. 581583, August 10, 2009 at Reception No. 582777, June 3, 2010 at Reception No. 586805, May 15, 2012 at Reception No. 612844 and September 20, 2012 at Reception No. 615990
17. Terms and conditions as contained in Resolution of the Board of County Commissioners of the County of Gunnison, Colorado, completing the extension and installation of water and sewer mains to all filings in Crested Butte South subdivision except for the north half of Block 8 Filing #2, Crested Butte South, recorded January 7, 2013 at Reception No. 630782
18. Resolution Regarding the Adoption of a Short Term Rental Policy recorded May 22, 2018 at Reception No. 653109
19. Board of County Commissioners Resolution No. 14, Series 2020 regarding the Crested Butte South Special Area Regulations recorded April 4, 2020 at Reception No. 663965 and September 1, 2020 at Reception No. 669955
20. Certificate of Administrative Review Approval, Certification No. 004 Series 2023 recorded January 9, 2023 at Reception No. 689295
21. Covenants, conditions, and restrictions as set forth in Amended and Restated Covenants for Crested Butte South recorded January 20, 2023 at Reception No. 689469, including any modifications or amendments thereto except, and to the extent that said covenants and restrictions are controlled or limited by any applicable law, or any such covenant or restriction is based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, medical condition, national origin, source of income or ancestry
22. Board of County Commissioners Resolutions No 2023-8 Approving Amendment to the Crested Butte South Regulations and Commercial Area Master Plan recorded April 22, 2023 at Reception No. 690075
23. All easements, exceptions, dedications, reservations, restrictions, roads, ditches, building envelopes, setbacks and notes as set forth on the Plat of CB South Block 6 subdivision recorded February 6, 2019 at Reception No. 656764
24. Resolution of the Board of County Commissioners of Gunnison County recorded February 20, 2019 at Reception No. 656765

Dated this _____ day of August, A.D. 2024.

_____
Attorney-at-Law

BOUNDARY LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	3.58'	N43°50'00"E
L2	3.58'	N46°10'00"W

EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
L57	22.57'	N71°49'16"E
L58	16.44'	N44°58'44"W

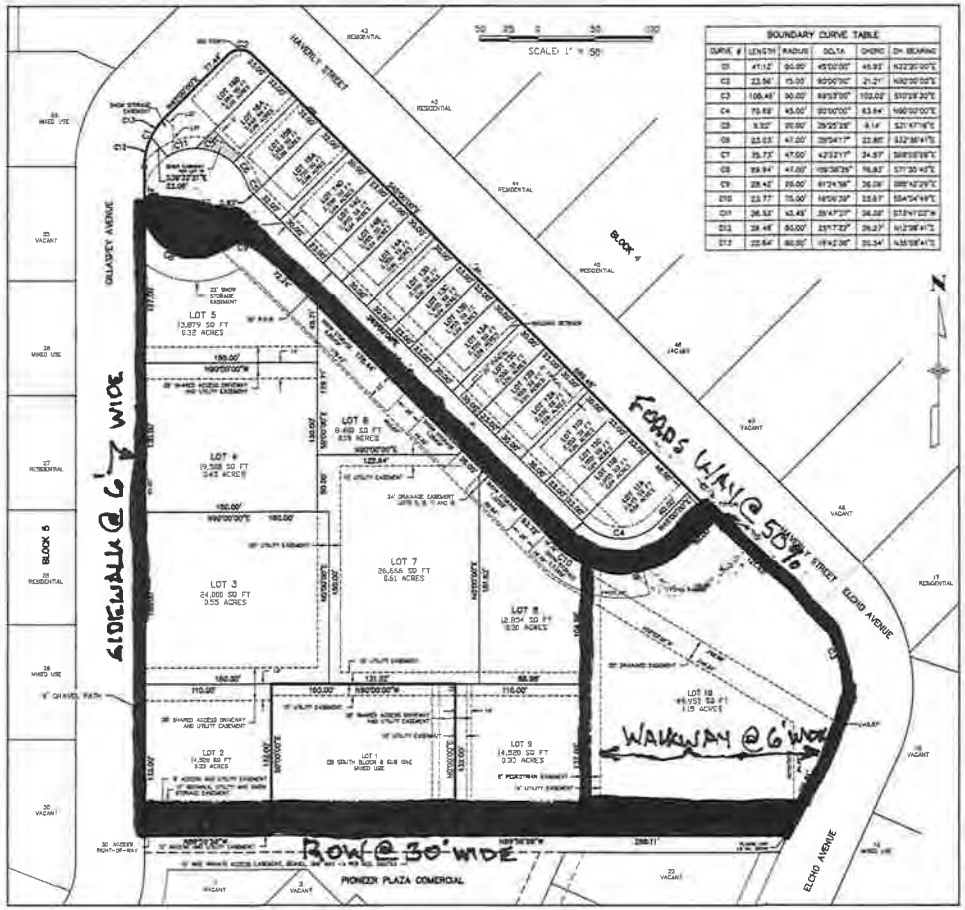
LAND SURVEYOR'S CERTIFICATE

I, Norman C. Whitehead, being a registered land surveyor in the State of Colorado, do hereby certify that the survey of this plat was made by me and under my supervision and is accurate to the best of my knowledge.

Dated this _____ day of August, 2024.

COLORADO LICENSED
NORMAN C. WHITEHEAD
27739
REGISTERED
LAND SURVEYOR

_____
Norman C. Whitehead, P.E.P.L.S.
Colorado No. 27739



NOTES:

1. Confinement of Domestic Animals: Domestic animals must be controlled by restraining, leash, fence or other physical constraint. Any expense of enforcement of Domestic Animal Enforcement restrictions by the County shall be at the expense of the responsible association or individual.
2. Awareness of "Colorado Fence Out" requirements: Each property owner shall be aware of and responsible for fulfilling the obligations and requirements of CRS 35-46-101 "Fence Out" requirements regarding owned property, adjacent property owners' livestock, wildlife, and the costs and maintenance of fences.
3. According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown hereon.
4. This plat is subject to any and all applicable Protective Covenants and Declarations recorded in Gunnison County, including:
   a. Crested Butte South Property Owner Association Governing Documents including but not necessarily limited to the By-Laws, Covenants, Special Area Regulations, Governing Policies;
   b. Declaration of Covenants, Conditions, and Restrictions of CBS Commercial referring to the Commercial Community and Lots within Block 6;
   c. Declaration of Covenants, Conditions, and Restrictions of CBS Residential referring to the Residential Community and Lots within Block 6.

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. 2024, Reception Number _____, Time _____, Date _____.

_____
Gunnison County Clerk and Recorder

DEDICATION

We, Adagio Properties, LLC, being the owner of the land described as follows: Beginning at the northwest corner of Pioneer Plaza Commercial Townhouses; thence along the boundary of Block 6, Crested Butte South - Second Filing the following 7 courses: 1) N00°00'00"W a distance of 583.62 feet to a point of curve, 2) 47.12 feet along said curve to the right, said curve has a central angle of 90°00'00", a radius of 30.00 feet and a chord of N43°50'00"E a distance of 42.43 feet, 3) N46°10'00"E a distance of 77.44 feet to a point of curve, 4) 23.56 feet along said curve to the right, said curve has a central angle of 90°00'00", a radius of 15.00 feet and a chord of N46°10'00"E a distance of 21.21 feet, 5) S89°50'00"E a distance of 699.84 feet to a point of curve, 6) 106.48 feet along said curve to the right, said curve has a central angle of 67°47'00", a radius of 90.00 feet and a chord of S77°26'30"E a distance of 100.43 feet, 7) S43°02'30"E a distance of 370.37 feet, thence N46°57'30"E along the north line of said Pioneer Plaza a distance of 358.11 feet to the southwest corner of Lot 1, Block 6 Subdivision One, thence along said Lot 1 the following 7 courses: 1) N00°00'00"E a distance of 182.64 feet, 2) S89°50'00"W a distance of 165.00 feet, 3) S00°00'00"E a distance of 132.00 feet to a point on the north boundary of said Pioneer Plaza, thence N89°50'00"W along said north boundary a distance of 115.00 feet to the POINT OF BEGINNING, Containing 5.65 acres, more or less, in Gunnison County, Colorado, under the name of BLOCK 6 SUBDIVISION TWO, more fully and clearly 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 and as further described below:

i. All streets, roads, rights-of-ways are dedicated for use of the public forever.
ii. All sidewalks, access and pedestrian easements are dedicated as perpetual easements for use by the public forever while on foot or utilizing any kind of type of vehicle approved by law for use outside of a public road, street or right-of-way.
iii. All utility easements are dedicated as perpetual easements for utilities including installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to electric lines, cable tv lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines and appurtenant facilities.
iv. All shallow utility easements are dedicated as perpetual easements for utilities including installation, operation, maintenance and repair of said utilities and appurtenances that are solely related to electric lines, cable tv lines, natural gas pipelines, telephone lines and appurtenant facilities.
v. All snow storage easements are dedicated for the use of the public as perpetual easements for the temporary storage of snow and ice removed from the public streets, roads, sidewalks and rights-of-way adjacent to the indicated easement areas, and for the Townhome driveways along Ford's Way.
vi. Drainage easements are perpetual easements dedicated for the use of the public for purposes maintenance and conveyance of stormwater drainage.

In Witness whereof, Clark Atkinson, managing member of Adagio Properties, LLC, a Colorado limited liability company, has subscribed his name this _____ day of August, A.D. 2024.

_____
Clark Atkinson, Manager
Adagio Properties, LLC, a Colorado limited liability company

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this _____ day of August, A.D. 2024, by Clark Atkinson, Manager, Adagio Properties, LLC.

My commission expires _____

Witness my hand and official seal _____

_____ (seal)
Notary Public

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

Adagio Properties, LLC, on behalf of 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. 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."

By: _____

Name: _____ Title: _____

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

Adagio Properties, LLC, on behalf of 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. 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."

By: _____

Name: _____ Title: _____

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of BLOCK 6 SUBDIVISION TWO is approved this _____ day of August A.D. 2024 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 of snow removal purposes. Maintenance of, or snow removal from, the subject roads and all public areas 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 the time.

_____
Chairperson, Gunnison County Board of Commissioners

Attest: _____
Gunnison County Clerk and Recorder

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 as Reception No. _____ of the Records of the Clerk and Recorder of Gunnison County.

PLAT OF
BLOCK 6 SUBDIVISION TWO
GUNNISON COUNTY, COLORADO

Prepared By:
NCW & Associates, Inc
P.O. Box 3688
372 Sievers St.
Crested Butte
Colorado 81224
(970) 349-6384
Fax (970) 349-6297

PROJECT: 21248.00 | DWG: PLAT
DATE: 8/12/24 | SHEET 1 OF 1

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Development Improvements Agreement; Adagio Propert

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Development Improvements Agreement; Adagio. This needs to go directly after LUC-23-00021

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 8/15/2024

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

Comments:
Legally sufficient. SO 8/14/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/14/2024 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: Include in 20 m for the other Ada

Agenda Date: 8/20/2024

Revised April 2015

DEVELOPMENT IMPROVEMENTS AGREEMENT

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT (herein the "Agreement") is entered into this ___ day of _____, 20__ by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (herein "Gunnison County"), and Adagio Properties, LLC, a Colorado limited liability company, whose address is 2271 J Road, Grand Junction, CO 81505 (herein the "Developer") as follows:

1. Purpose. The Developer has submitted to Gunnison County the Developer's application for Land Use Change Permit No: 2023-00021 regarding Block 6, Crested Butte South – Second Filing (herein the "Project"). The legal description of the Project is attached hereto and incorporated herein as Appendix "A". 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 (herein the "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 for Gunnison County's issuance of its approval of the Land Use Change Permit No: 2023-00021 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: 2023-00021, as legal and valid and waives any defect therein.

3. Construction.

A. The Developer agrees to complete construction of the Improvements within the Project in the locations and in accordance with the specifications as identified in paragraph 7 herein, in two phases.

B. *Phase One*. The Phase One Improvements shall consist of the following (the "Phase One Improvements"):

i. Underground water/fire hydrants, sewer and storm mains and infrastructure. Individual lot sewer and water services, as well as gas, electric and phone services are not included in the infrastructure obligations of Developer. Any water or sewer services shown on the plans are shown for coordination purposes only and no meters or sewer taps will be made as a part of the Improvements. Such connections will be designed, sized, and installed with development of individual lots.

ii. Roadway improvements and grading of the Ford's Way Right of Way. Paving of Ford's Way will not be completed until Phase Two, as provided below.

iii. Installation of gravel walkways as shown on the plans. Permanent concrete or other hard surface sidewalks and walkways shall be completed with individual lot development pursuant to the POA Commercial Area Master Plan (CAMP) standards.

C. *Phase Two*. The Phase Two Improvements shall consist of the following (the "Phase Two Improvements"):

i. Pavement of Ford's Way will be completed.

ii. All other Improvements required by the plans but not included in Phase One.

D. *Timing*. Phase One will be completed no later than three (3) calendar years after the effective date of this Agreement and Phase Two will be completed no later than the earliest date to occur of a) five (5) calendar years after the effective date of this Agreement, or b) when more than fourteen townhomes on Lots eleven thru sixteen have been completed and received Certificates of Occupancy. 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, pandemic, delay or failure by suppliers or materialmen, contractors, or subcontractors, shortage of or inability to obtain labor, supplies or materials.

E. *Agreed Extensions*. The completion deadlines set forth in this paragraph 3 may also 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 by Developer's engineer 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

F. Each contract entered into by Developer for construction of the Improvements shall provide that Gunnison County is a third-party beneficiary with all rights to enforce such contracts in place of Developer in the event of a default by Developer. Developer shall provide to Gunnison County a copy of each such contract upon its execution.

G. Gunnison County reserves the right not to grant Certificate of Occupancy of any building in the Project prior to full completion of the Improvements described and subject to the Timing and paragraph 7herein.

4. Estimated Cost. The total cost of the Improvements to be constructed by the Developer in Phase One is estimated currently to be five hundred and three thousand eight hundred and seventy-six and no/100 U.S. Dollars ($503,876) and the Improvements to be constructed by the Developer in Phase Two is estimated currently to be seventy-one thousand and no/100 U.S. Dollars ($71,000).

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 each phase of the Project or Improvements, and before conveying any portion of the Project, obtain and provide to Gunnison County the following security:

A. Security for the Phase One Improvements, described above, shall obtain and provide to Gunnison County either cash, 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 Six Hundred Twenty-nine Thousand Eight Hundred Forty-Five and no/100 U.S. Dollars ($629,845.00) which is 125 percent of the currently estimated cost of the Improvements to include a reasonable contingency amount, obligating Developer's contractor to complete the Phase One Improvements in a good and workmanlike manner, in full compliance with the requirements of the Land Use Change approval. 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.

B. Security for the Phase Two Improvements, described above, shall be provided by Developer providing either a payment and performance bond or an irrevocable letter of credit in a form and content satisfactory to Gunnison County to the benefit of Gunnison County in the amount of $88,750.00 which is 125 % of the currently estimated cost of the Phase Two Improvements.

C. If the contract(s) provided to Gunnison County pursuant to paragraph 3 indicate a substantially different total cost than estimated in paragraph 4, the amount of security may be increased or decreased. For the purposes of this paragraph 5, substantial is defined as 10 percent or more.

D. Pending full performance of all of the terms and conditions hereof by the Developer, Gunnison County shall retain the security described in this paragraph and shall remain the beneficiary of such security. In the event of a default, and after providing written notice to the Developer, if the Developer does not commence within thirty days and continue to prosecute a cure of any uncured default hereunder Gunnison County in its sole discretion, and without any other authority required, may draw upon or otherwise enforce the security provided up to the full amount thereof, upon presentation by Gunnison County to the issuer 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 back to the Developer or otherwise surrendered or terminated by appropriate means, mutually acceptable, except as provided in paragraph 7.

6. Certification.

A. Not later than the deadlines provided for each phase above, a registered Colorado engineer retained by the Developer at its expense shall certify to Gunnison County whether the Developer's construction obligations regarding Improvements under this agreement have been fully and faithfully performed according to design and time specifications. Upon receipt by the Office of the County Attorney of such certification and receipt of a complete paper and two (2) electronic copies of road and utility as-built specifications and drawings, if required in the phase implicated, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County. Developer agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until Developer's engineer and Gunnison County's designated representative have had reasonable opportunity to inspect such Improvements.

B. Not later than the deadlines provided for each phase above, Developer shall provide to Gunnison County Attorney a sworn affidavit, signed by the Developer's authorized representative, that the Improvements completed in each phase 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 shall include:

i. The plans titled, "Block 6 Subdivision Two Gunnison County Colorado", prepared by NCW & Associates, Inc., dated June 8, 2024; and

ii. The cost estimates titled, "Earthworks Cost Proposal", prepared by Earthworks, Kyle Robbins, dated 6/26/24; and

iii. Those conditions cited by the Planning Commission and approved by the Board of Gunnison County Commissioners for Land Use Change Permit No 2023-0021, if any.

B. The conditions of this Agreement and Land Use Change Permit No: 2023-0021 are such that if the obligations hereunder of the Developer are well, truly, faithfully and timely performed by Developer, inspected and certified to by the Developer's engineer, and such performance is accepted by Gunnison County as provided above, the Developer's obligations to Gunnison County under this Agreement except as set forth below shall be at an end; otherwise such conditions and obligations shall remain in full force and effect.

For a period of one year from and after the acceptance of each Phase of the work described in paragraph 7.A above, Developer shall, at its own expense, make all needed repairs and replacements to such work as shall, in Gunnison County's reasonable opinion, become necessary. Gunnison County shall have the right to retain up to 25% of the security provided above for up to one year following the acceptance of all of the work, as security to ensure such repair and replacement.

8. Partial Release of Security.

A. Gunnison County recognizes that as work proceeds upon the Improvements, Gunnison County's need for security shall be reduced. Accordingly, Gunnison County may make a reasonable partial release of the security to be delivered to Gunnison County pursuant to paragraph 5 herein upon receipt of a written certification by Developer's engineer stating the estimated cost of remaining work. Gunnison County shall review the same and shall make an independent judgment whether to accept the

same in the sole discretion of Gunnison County. If Gunnison County does make a partial -release, Gunnison County shall retain security equal to: (a) 125 percent of such-estimated cost of remaining completion of Improvements plus 25 percent of the original estimated cost of the Improvements; and (b) all the estimated costs of all of the Reclamation; and shall release the balance of all security held by Gunnison County.

B. Upon Developer's entering into a contract or contracts for construction of Improvements hereunder, Developer and Gunnison County may negotiate an addendum to this Agreement setting forth such reasonable schedule for partial releases of the security in accordance with the anticipated construction schedule. In such circumstance, Gunnison County shall designate and authorize Gunnison County Manager to make the partial release(s) hereunder after consultation with appropriate Gunnison County staff.

9. Developer's 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 facsimile transmission or by certified mail with return receipt requested addressed to the Developer at the address listed above. In the event the Developer does not remedy such default to the satisfaction of Gunnison County within thirty (30) days following such notice, or, within that time, commence and thereafter diligently pursue a cure of the noticed default, Gunnison County may elect, in its discretion to exercise all remedies available to it, including but not limited to:

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

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

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

D. To engage a manager to supervise the completion of Improvements as identified herein. The costs incurred for hiring a manager shall be the responsibility of the Developer and may be withdrawn by Gunnison County from the security. Furthermore, all Gunnison County staff time spent thereafter on this Project shall be calculated at an hourly rate and shall be charged to the Developer and may be withdrawn from security.

10. Notice. All notices and other communications required or permitted under this Agreement, including any notice of a change in a party's notice address, 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 or by facsimile or telegraphic communication to the required party at the addresses indicated in the preamble, above, or such other place as may be provided by proper notice.

11. Recording of Agreement. Upon its execution, this Agreement shall be recorded in the Office of the Clerk and Recorder of Gunnison County, 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.

12. 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 Gunnison County's police powers.

13. 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.

14. 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, that the undersigned individual has full power and authority to enter into this Agreement. The Developer understands that Gunnison County is relying on such representations and warranties in entering into this Agreement.

15. 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 fourteen (14) days thereafter, shall be a condition precedent to the commencement of any litigation.

16. 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.

17. 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.

18. 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.

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 development 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 GUNNISON COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By:_____

ATTEST:

_____
Deputy Gunnison County Clerk

DEVELOPER:
Adagio Properties, LLC
a Colorado limited liability Company

By:_____
Clark Atkinson, Manager

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 12th day of August, 2024, by Clark Atkinson, Manager of Adagio Properties, LLC.

Witness my hand and seal.
My commission expires: 07/18/2025.

DEBORAH M HOPPE
Notary Public
State of Colorado
Notary ID # 20054028128
My Commission Expires 07-18-2025

Deborah M. Hoppe
Notary Public

Appendix A
Legal Description

Lots 2-10 and
Lots 11A, 11B, 11C, 11D,
12A, 12B, 12C,
13A, 13B, 13C, 13D,
14A, 14B, 14C, 14D,
15A, 15B,
16A and 16B, inclusive
Block 6 Subdivision Two

Gunnison County, Colorado

According to the plat thereof recorded or to be recorded in the records of the Gunnison County Clerk and Recorder.

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for August 20, 2024
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(REMOTE OPTION BELOW)

11:00 am

- Call to Order; Agenda Review

- Minutes Approval
  1. June 18, 2024

- Updates:
  1. Management Evaluation (ME) review
  2. Child Welfare High-Acuity Data

- Program Updates:
  1. Economic Security
  2. Child Support Services
  3. Childcare Assistance Program (CCAP)

- Next Meeting: October 15, 2024

11:45 am

- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at http://www.gunnisoncounty.org/177/Agendas-Minutes-Portfolios prior to the meeting.

ZOOM MEETING DETAILS:
Join Zoom Meeting: https://us02web.zoom.us/j/89798905619
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft Human Services Minutes; 6/18/2024

Action Requested:

Parties to the Agreement:

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

Summary:

Draft Human Services Minutes; 6/18/2024

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

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

Agenda Date: 8/20/2024

Revised April 2015

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
June 18, 2024

The June 18, 2024 meeting of the Gunnison/Hinsdale Board of Human Services was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Liz Smith, Commissioner
Laura Puckett Daniels, Commissioner
(ABSENT) Greg Levine, Commissioner (Hinsdale)
Joni Reynolds, Assistant County Manager (ACM) Health, Human & Safety Services
Matthew Birnie, County Manager
Holly Perry, Clerk to the Board
Other Persons Present as Listed in Text

CALL TO ORDER: Commissioner Houck called the meeting to order at 10:12 am.

AGENDA REVIEW: There were no changes to the agenda.

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

1. April 16, 2024
   - Child Welfare Allocation Committee – Commissioner Smith asked to change where it says the "Committee determines the funding" to say "the funding formula for allocation" to be more accurate. Commissioner Smith also would like to delete the last sentence.

PROGRAM UPDATES:

1. Child Welfare Services – Family Services Supervisor Laura Rascon explained the Family First Prevention Services Act and the Differential Response Program. The Family First Prevention Act provides the opportunity for children and youth to grow up with their families. The Differential Response Program has a multi-track assessment approach that has family assessment response (FAR) and High-Risk Assessment (HRA). She presented a summary of the research results between FAR and HRA. Commissioner Smith asked ACM Reynolds about clarification about the funding from the State and about differentiation of the two assessments. ACM Reynolds stated that most of the funding is 80-20 and the rules are defined by the State. Commissioner Puckett Daniels asked for clarification if the tracks are different for each assessment once they are distinguished. FSS Rascon explained it depends on the situation. Commissioner Smith inquired about foster homes in the area with FSS Rascon responding that are two kinship homes and they work with Child Placement Agencies (CPAs) if the child cannot be placed with their nuclear family.
2. Community Service Block Grant (CSBG) Program – WESM Holena explained they have the Department of Local Affairs (DOLA) Grant for ~$65,000 a year to help with services and are currently in year one of their three-year cycle. The grant application is available at multiple areas in town such as their office, Gunnison Valley Health and Law Enforcement. Last year 114 households, 242 individuals, were assisted. Commissioner Puckett Daniels offered to introduce them to Executive Director Melissa LaMonica in Gunnison Valley Regional Housing Authority (GVRHA) regarding having access to the application at the GVRHA.
3. Adult Protection Services – WESM Holena relayed that this is similar to Child Welfare, and it is to provide services to adults with diminished capacity. In 2023, they received 63 referrals and 19 cases with 95% of cases not reopening. WESM Holena stated that most of what is seen is caretaker neglect, self-neglect, and financial exploitation.

NEXT MEETING: The next meeting was scheduled for August 20, 2024.

COLORADO DEPARTMENT OF HUMAN SERVICES; C-STAT AWARDS PRESENTATION Colorado Department of Human Services Laura Sartor was available for discussion.

Ms. Sartor announced that Gunnison and Hinsdale County Human Services have received the C-Stat award from the Colorado Department of Human Services. To earn this reward, monthly goals must be met 75% of the time. Hinsdale County came in at number 1 highest ranking at 100% for meeting monthly goals and this is their 3rd award given. Gunnison County ranked 11th highest at 84.3% for meeting monthly goals and this is their 6th award given.

All Commissioners commended all the work that has been done and praised everyone. Pictures of the team with the awards were taken.

ADJOURN: Commissioner Houck adjourned the meeting at 10:58 am.

Minutes Prepared By:

DRAFT

_____
Holly Perry, Clerk to the Board

Minutes Approved (insert date):

_____
Jonathan Houck, Chairperson

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison-Hinsdale Board of Human Services Meeting

Action Requested:

Parties to the Agreement:

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

Summary:

Gunnison-Hinsdale Board of Human Services Meeting

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 45

Agenda Date: 8/20/2024

Revised April 2015

Health Care Policy & Finance (HCPF)

Management Evaluation (ME)

Management Evaluation Review Process

Prioritization Tool

Determines site selection. Sites are notified.



HCPF internal process

Kick-off Meeting

Overview of ME program.



3/7/2024

Modules

Complete questionnaires.



40+ hours

Site Visit

Team review of modules and compliance surveys.



7/24/2024

Preliminary Report

Completed by ME Team.



TBD ~ 2 weeks

Cure Period

Address findings.



TBD = 30 calendar days

Final Report

Completed by ME Team.



Sent to County Commissioners
TBD ~ 4 weeks

Ongoing Monitoring

Create action plans.



TBD/may not occur

Colorado Human Services Directors Association

CHSDA High-Acuity Data April-June 2024 (Heather Durosko, CHSDA) Below are the high-acuity totals reported to CHSDA for April, May and June 2024. Thank you to all of you and your staff for your continued commitment to tracking this data. We have shared this with our state partners. So far the 2024 monthly averages are very similar to 2023's data. No declining averages across any of the categories.

2024 CHSDA Monthly Data- Children in inappropriate, stopgap settings when out of home placement is being searched for

	# of children/youth in county custody that spent time in COUNTY OFFICES OR HOTELS as a stopgap setting (at least overnight) *does not include FYiT	# of children/youth in county custody that spent time in HOSPITALS past medical necessity while placement was being searched for	the # of children/youth not in county custody but where the county was involved, that spent time in HOSPITALS past medical necessity while placement was being searched for	the # of children/youth in county custody that remained in DETENTION but were releasable to a placement, but no placement was located	the # of children/youth not in county custody but where the county was involved, that remained in DETENTION but were releasable to a placement, but no placement was located	*Monthly Totals*	
January	7	14	9	16	23	*69*	*53 counties reporting*
February	15	17	5	15	22	*74*	*53 counties reporting*
March	12	16	8	10	27	*73*	*53 counties reporting*
April	11	7	8	10	33	*69*	*59 counties reporting*
May	8	9	10	18	22	*67*	*59 counties reporting*
June	11	13	10	16	27	*77*	*59 counties reporting*

Of note, for county office/hotel overnight stays, the # reported to CHSDA compared to the # reported in Trails is finally MUCH closer this time around.

- April 2024: CHSDA- 11; Trails- 10
- May 2024: CHSDA- 8; Trails- 6
- June 2024: CHSDA- 11; Trails- 9

Economic Security Services

- **End of COVID Unwind May 2024**
    - In May we finished processing a Medical Assistance Renewal for everyone who had Medicaid continuous coverage during COVID
    - County Fact sheets: These documents provide an annual snapshot by fiscal year of Health First Colorado (Colorado's Medicaid program) activity including average annual caseload and top five claim types for each county. The data on the fact sheets is for fiscal year 2022-2023.

- **SNAP Update**
    - SNAP Issuance Chart:
      Summer EBT has become a permanent program to help families on food assistance or free or reduced lunch with additional food security during the summer months. Each child gets $120 in SNAP to help reduce child hunger.

- **Open Enrollment and OmniSalud**
    - Open enrollment has historically been our busiest time of the year. We're starting to prepare for it to start on November 1st and it runs through January 15th
    - Omnisalude is a relatively new program that provides undocumented Coloradans with a safe way to enroll in affordable health insurance plans.

- **Economic Security Services Team Updates**

COLORADO
Department of Health Care Policy & Financing

Gunnison County Fact Sheet

$24,839,504
Total Health First Colorado expenditure

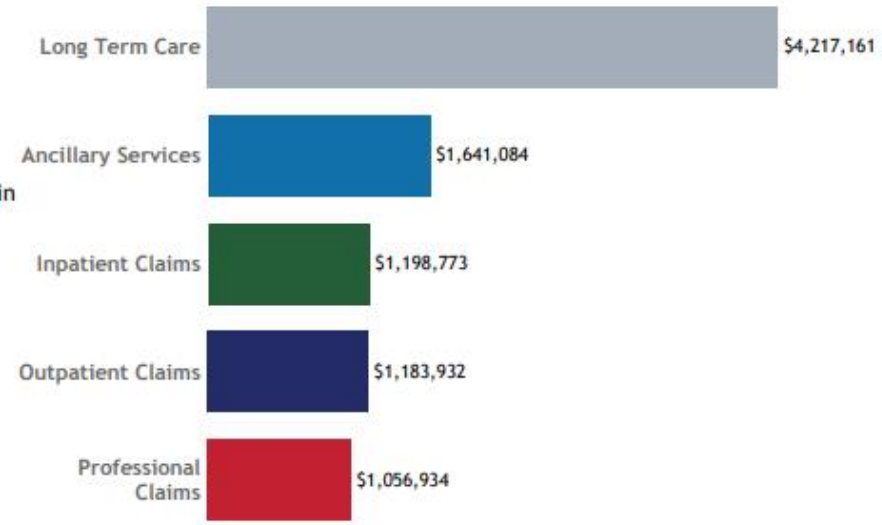
23.33%
of the county population is enrolled in Health First Colorado

4,031
Average number of Health First Colorado members enrolled per month

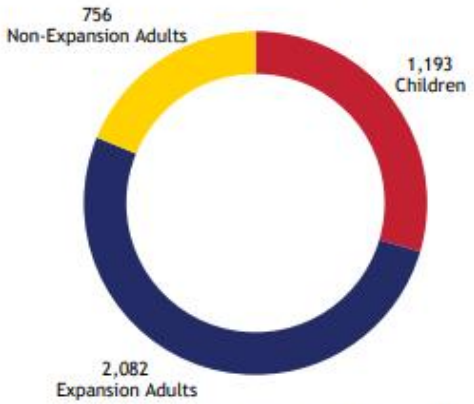
2,082
of these members were Affordable Care Act (ACA) Expansion Adults & Parents

189
Number of Child Health Plan Plus (CHP +) members

Top 5 Health First Colorado Claim Types*



Health First Colorado Population



In July 2018, administration of physical and behavioral health was joined under one accountable entity. The Regional Accountable Entity for Gunnison County is:

RAE Region 1: Rocky Mountain Health Plans

All data is from Colorado Interchange for Fiscal Year 2023.
*Member counts may be hidden to protect Personal Health Information (PHI).
*Capitation payments are not included in the Top 5 Claim Types.
*Starting in March 2017, the Professional Claim type began to incorporate the following items: practitioner, physician, laboratory, transportation, waiver, and durable medical equipment claims. Additionally, the Outpatient Claim type began to incorporate home health claims. Therefore, the total paid amount for these claim types will be greater than in previous years.

COLORADO
Department of Health Care Policy & Financing

Hinsdale County Fact Sheet

$847,060
Total Health First Colorado expenditure

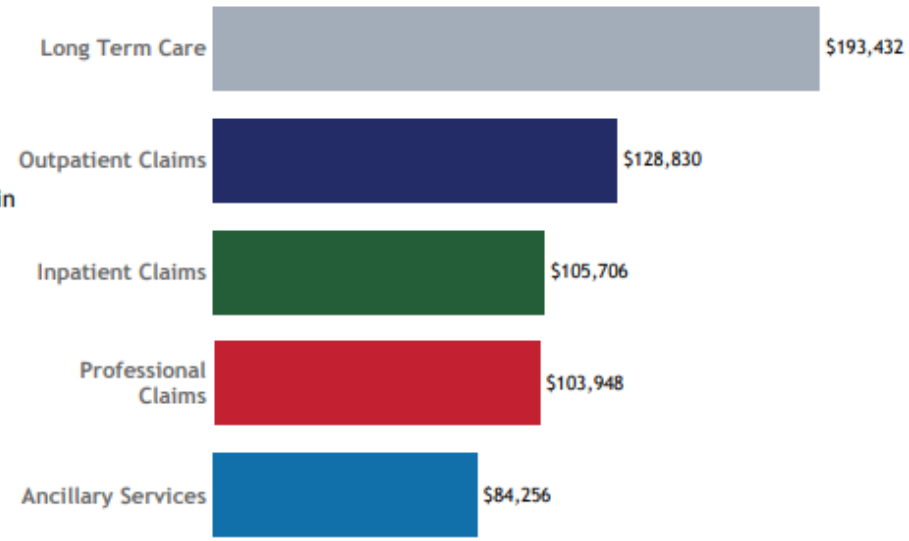
22.92%
of the county population is enrolled in Health First Colorado

179
Average number of Health First Colorado members enrolled per month

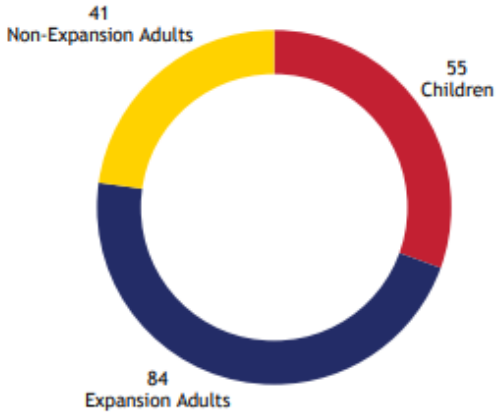
84
of these members were Affordable Care Act (ACA) Expansion Adults & Parents

***n/a**
Number of Child Health Plan Plus (CHP +) members

Top 5 Health First Colorado Claim Types*



Health First Colorado Population



In July 2018, administration of physical and behavioral health was joined under one accountable entity. The Regional Accountable Entity for Hinsdale County is:

RAE Region 1: Rocky Mountain Health Plans

All data is from Colorado Interchange for Fiscal Year 2023.
*Member counts may be hidden to protect Personal Health Information (PHI).
*Capitation payments are not included in the Top 5 Claim Types.
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SNAP Issuances

County	June 2024 Issuance Amount	Case Count	Client Count
GUNNISON	$200,934.00	668	1,069
HINSDALE	$2,715.00	11	12

County	2019 Calendar Year - Average Monthly Issuance Amount	Case Count	Client Count
GUNNISON	$109,593.33	504	877
HINSDALE	$1,387.75	9	14

GUNNISON COUNTY
HEALTH & HUMAN SERVICES

Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

BoCC Child Support Services Update 08/20/2024

CSS

- Shelley Tucker is CSS Specialist handling the 183 cases cradle-to-grave
    - Assists parents in completing applications, establishing paternity, establishing orders (APA or through the courts), modifying orders, enforcement actions on current and arrears cases, finally closing cases when appropriate.
    - New report to locate parties where EBT cards have not been used in 60 days.

- **Policy updates**
    - House Bill 24-1291 Licensed Legal Paraprofessionals.
        - The Colorado Supreme Court adopted a rule change effective July 1, 2023, that allows licensed legal paraprofessionals (LLPs) to represent clients in certain domestic relations matters, including child support proceedings.
    - Assignment of Child Support Foster Youth (SB24-202)
    - House Bill 22-1360
        - Federal Child Support Incentives for Improvements to the Automated Child Support Enforcement System (ACSES)
        - Seven improvements
            - Links to Training Material
            - Chronology Enhancements
            - Case Closure
            - Orders with Future Commencement Dates
            - Text Messaging
            - DOCGEN Revamp
            - Termination of IWOs and NMSNs-add button to terminate all active IWOs and NMSNs with one click.

- **Statistics Around CSS Collections**

    o FFY 2024 for families and children

GUNNISON COUNTY
HEALTH & HUMAN SERVICES

Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

-Gunnison 2023 ($320,439.82) to 2024 ($337,481.66) shows a 5% increase in current payments YTD

-Hinsdale 2023 ($12338.06) to 2024 $(20427.41) showing a 66% in current payments YTD.

-63.5% current payments received for Gunnison (State Goal of 65%)

-77.2% current payments received for Hinsdale (State Goal of 65%)

-Current cases that have orders (State Goal 80%)

- Gunnison 92.7%
- Hinsdale 80%

- **Have implemented the CLEAR Software.**
  - Aimed at locating individuals who are not making mandatory payments
  - Increase the amount collected in unpaid child support as it shows employment history and financial institutions associated with individuals

- **C-State Distinguished Performance Most Improved Small County**
  -Most improved Disbursement on Hold 2023 (Hinsdale at 0% with the state goal of 4.2%)

- **% of Cases with an Arrears payment**
  - Gunnison is at 68.5% (State goal of 71%)
  - Hinsdale is at 66.7% (State goal of 71%)

Colorado Child Care Assistance Program

BOCC Update 8/13/2024

Margaret Wacker

Cheryl Smejkal

CCCAP Purpose

- The Colorado Child Care Assistance Program (CCCAP) helps families that are homeless, working, searching for work or in school find low-income child care assistance. Families that are enrolled in the Colorado Works Program can also use CCCAP services.
- Promote family Self-sufficiency and educational development for children
- Child Welfare CCAP provides child care during an open child welfare case, for at least 12 months

Program Updates

- The state changed the low income program eligibility across the board. Now families must be 185% of poverty in Gunnison and Hinsdale counties, reduction from 200%. This is due to less funding from the state from stimulus.

- Rate increase for child care providers this fall, October 1 2024, unclear on how much this will effect the budget yet, expecting two providers to have increased rates due to this change.

- 3 year plan from Colorado Department of Education for increasing rates and meeting new federal guidelines. Statewide estimate of $48.79 million ongoing cost. Large counties are going on waitlists (85% spent) or freezes (95% spent) across the state.

- Gunnison County is still using a waitlist process. Hinsdale County is not.

Current Number of Children Served in Gunnison and Hinsdale Counties (August 2024)

- 36 kids with current authorizations for child care, including 8 that are for Western Junior Mountaineer Camp (so 28 expected by the end of summer).

- This is up from the 15 in Oct 2022 and down from 39 over the summer of 2023, and 29 in October of 2023.

- Hinsdale County has one case with 2 kids, up from one case with 1 kid in October of 2023.

Children on CCCAP Waiting for Childcare

- 12 children are on CCCAP who do not have a current child care authorization, because they are waiting for an open child care slot

- Ages of kids waiting are all under 10 months old.

Barriers to Care

- Lack of slots for ages 6 month – 2.5 years
- Gunnison County is using a Waitlist for CCCAP for getting onto the program, due to funding
- Need for appropriate child care environments with well trained teachers. Children can be expelled from care.
- Evening and before school care, Summer childcare: Western's camp helped for summer care, still there could be gaps for younger children
- Unknown of how UPK and CCCAP will blend, it's still muddy
- Main barrier to care is need for infant/toddler slots, teacher workforce, loss of Family Child Care home providers is still a threat

Current FY 25 Budget

- Gunnison County FY 25 Total = $260,272 of which $25,527 is the County Share. Last year we spent $246,975.

- Hinsdale County Total = $22,146 of which $2,172 is the County Share, last year we spent $10,201.84

- FY 24 Gunnison Budget was $289,191 and Hinsdale Budget was $24,607. FY 25 is a reduction in funding as stimulus funding is reduced. However base allocation is higher this year than FY24. Base is $243,556 this year, up from $209,500.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment; Transfer of funds; Gunnison River Valley Local Marketing District to Gunnison County Housing

Action Requested: Other Entered into Public Record via Consent agenda

Parties to the Agreement: Gunnison River Valley Local Marketing District and Gunnison County Housing Authority

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

Summary:

This is a memo acknowledging that $1MM in funds were transferred from GVLMD to the GCHA per the approved 2024 Budgets of each entity

Fiscal Impact: Yes

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 8/15/2024

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

Comments:
Legally sufficient. SO 8/14/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/14/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\Hperry Discharge Date: 8/16/2024

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

Agenda Date: 8/20/2024

Revised April 2015

GUNNISON COUNTY

FINANCE OFFICE

Perry W. Solheim, PhD, *CFO Gunnison County*

Phone: (970) 641-2203

Email: psolheim@gunnisoncounty.org

Website: www.GunnisonCounty.org

TO: The Boards of the Gunnison River Valley Local Marketing District and the Gunnison County Housing Authority

FROM: Perry W. Solheim, CFO Gunnison County

CC: Matthew Birnie, Gunnison County Manager, Gunnison County Housing Authority Executive Secretary

DATE: August 14, 2024

RE: Lodging Taxes Transferred from LMD to GCHA per 2024 adopted budgets

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The purpose of this memo is to officially notice the Boards of both the Gunnison River Valley Local Marketing District and the Gunnison County Housing Authority that, in alignment with the adopted budgets of both entities, the sum of One Million ($1,000,000) Dollars has been transferred from the Gunnison River Valley Local Marketing District to the Gunnison County Housing Authority. These funds have been budgeted for use in completing the Sawtooth II workforce housing complex.

Both Boards approved the transfer of funds in their respective 2024 Budgets and agreed that such transfer was allowable and proper following the passage of Gunnison River Valley Local Marketing District Ballot Question 6A which was approved by voters in the November, 2022 county-wide election.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment; Transfer of funds; Gunnison River Valley Local Marketing District to Gunnison County Housing

Action Requested: Other Entered into Public Record via Consent agenda

Parties to the Agreement: Gunnison River Valley Local Marketing District and Gunnison County Housing Authority

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

Summary:

This is a memo acknowledging that $1MM in funds were transferred from GVLMD to the GCHA per the approved 2024 Budgets of each entity

Fiscal Impact: Yes

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 8/15/2024

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

Comments:
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Yes ( ) No (●)

County Manager Review:

Comments:

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Revised April 2015

GUNNISON COUNTY

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement; Sawtooth Workforce Housing; Gunnison County Housing Authority

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Gunnison County Housing Authority

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

Summary:

Loan document for 2024 budgeted Loan from General Fund to Gunnison County Housing Authority. Consider after Deed of Trust

Fiscal Impact: yes

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

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 8/15/2024

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

Comments:
Legally sufficient. SO 8/15/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/15/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\Hperry Discharge Date: 8/16/2024

( ) Consent Agenda (•) Regular Agenda ( ) Worksession Time Allotted: 2

Agenda Date: 8/20/2024

Revised April 2015

INTERGOVERNMENTAL AGREEMENT
FOR SAWTOOTH WORKFORCE HOUSING

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") made effective on this ____ day of _____, 2024, between the **COUNTY OF GUNNISON, STATE OF COLORADO,** "Gunnison County" and the **GUNNISON COUNTY HOUSING AUTHORITY** "GHA."

RECITALS

WHEREAS, the parties agree that it is in the best interests of their residents and constituents to increase the availability of housing within the County and to provide affordable and workforce housing; and

WHEREAS, GHA recently completed the building of the Sawtooth I workforce housing complex; and

WHEREAS, GHA has begun construction on the building of Sawtooth II workforce housing complex; and

WHEREAS, GHA requires additional capital to complete the Sawtooth II workforce housing complex; and

WHEREAS, GHA wishes to borrow and Gunnison County wishes to lend to GHA for a sum of Five Million ($5,000,000.00) dollars; and

WHEREAS, GHA wishes to repay this loan in installments applying a 2.5% interest rate over a term of 20 years;

NOW, THEREFORE, Gunnison County and GHA in consideration of the agreements and covenants set forth herein, do hereby enter into this Agreement for a Promissory Note of Five Million ($5,000,000) dollars:

SECTION I
TERM OF AGREEMENT

THIS AGREEMENT shall continue in perpetuity until terminated in accordance with Section III below.

SECTION II
OBLIGATIONS OF GHA

Gunnison County and GHA agree to the following terms:

1. IN SATISFACTION OF THIS NOTE, GHA promises to pay Gunnison County the principal sum of Five Million ($5,000,000.00) dollars, with interest on the unpaid principal

balance from the date of execution of this AGREEMENT, until paid in full, at the rate of 2.5% percent per annum. Principal and interest shall be payable at Gunnison County, 200 E. Virginia Avenue, Gunnison, Colorado, 81230, or such other place as Gunnison County may designate, in 40 payments of One Hundred Ninety-Four Thousand, Three Hundred and Twenty-Three Dollars and Nine Cents (U.S. $194,323.09), due on the first day of July and January of each year, beginning July 1, 2025. Such payments shall continue until the entire indebtedness evidenced by this Note is fully paid; provided, however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on January 1, 2045.

2. GHA shall pay to Note Holder a late charge of 1.5% of any payment not received by Gunnison County within Ten days after the payment is due.

3. Payments received for application to this Note shall be applied first to the payment of late charges, if any, second to the payment of accrued interest at the default rate specified below, if any, third to accrued interest first specified above, and the balance applied in reduction of the principal amount hereof.

4. If any payment required by this Note is not paid when due, or if any default under any Deed of Trust securing this Note occurs, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of Gunnison County (Acceleration); and the indebtedness shall bear interest at the rate of 2.5 percent per annum from the date of default. Gunnison County shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorneys' fees.

5. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty except any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments.

SECTION III
TERMINATION

This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

SECTION IV
NO WAIVER OF 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 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 Counties in relation to this Agreement.

SECTION V
NON-ASSIGNABILITY

Neither party shall assign, sublet or transfer this Agreement or any interest therein to any other party without the prior written consent of both parties to this Agreement, which consent shall not be unreasonably withheld.

SECTION VI
BINDING EFFECT, RELATIONSHIP OF PARTIES, ASSIGNMENT

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. This Agreement shall not be assigned by any party without the prior written consent of all parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement. 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.

SECTION VII
EXECUTION OF THIS AGREEMENT

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. Each party represents that all procedures necessary to authorize such party's execution of this Agreement have been or shall be performed and that the person signing for such party has been or shall be authorized to execute the Agreement.

SECTION VIII
INFORMATIONAL OBLIGATIONS.

Each party 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.

SECTION IX
AMENDMENTS

Any and all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

SECTION X
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.

IN WITNESS WHEREOF the parties hereto agree to the foregoing Agreement.

APPROVED on _____, 2024 by Gunnison County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
OF COUNTY OF GUNNISON,

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____

Deputy Clerk

APPROVED on _____, 2024 by Gunnison County Housing Authority.

GUNNISON COUNTY HOUSING AUTHORITY,

By: _____
Matthew Birnie, Executive Secretary

ATTEST:

_____

Deputy Clerk