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2.6 WHEREAS, San Miguel County will act as the fiscal agent and receive monies from the State of Colorado to support the Women, Infants, and Children (“WIC”) Program for both San Miguel and Ouray Counties; and 1271
2.7 WHEREAS, Ouray County will be the employer of the WIC Program Educator that will provide services to both San Miguel and Ouray Counties; and 1271
2.8 WHEREAS, Gunnison County has provided the services of a WIC High-Risk Counselor to the San Miguel County and Ouray WIC Programs; there is an additional need for a WIC Director role to meet specific qualifications; and the Counties believe that the pro... 1271
2.9 WHEREAS, the Colorado Department of Public Health and Environment provided Gunnison County funding to directly support staffing for collaboration and partnership between agencies for the WIC Director and High-Risk Counselor positions; and 1271
2.10 WHEREAS, it is to the mutual advantage and benefit of the Counties hereto that the Counties cooperate between themselves for the coordination of resources for the WIC Program; and 1271
2.11 WHEREAS, the Counties have agreed that it is in the public interest of the citizens of the respective Counties to cooperate in this effort to aid in the support and benefit of each County’s respective WIC Program. 1271
2.12 NOW THEREFORE, in consideration of the mutual promises between the Counties and other good and valuable consideration, the receipt and sufficiency of which each hereby acknowledges, the Counties agree as follows: 1271
2.13 1. Effective as of October 1, 2024, Gunnison County will provide one employee to perform the duties of the WIC Director and WIC High-Risk Counselor, equivalent to an employee working about 6 hours per month or 72 hours annually. The employee shall be... 1271

2.14	Ouray County 2 hours/month (24 hours annually)	1271
2.15	San Miguel County 4 hours/month (48 hours annually)	1271
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2.17	3. Gunnison County agrees to provide supervision and oversight for San Miguel and Ouray County WIC staff specific to WIC program-related duties only. San Miguel County and Ouray County agree to cooperate with Gunnison County in facilitating access to...	1272
2.18	4. The Counties will work collaboratively to define the roles, responsibilities, and expectations of WIC staff as outlined in Exhibit A. Gunnison County will ensure that all program staff in San Miguel and Ouray Counties’ WIC Programs adhere to relev...	1272
2.19	5. Any disciplinary issues that may arise regarding the WIC Program Educator ’s performance in any of the Counties shall be addressed according to the provisions of the Ouray County Personnel Policy Manual. In that regard, the Director of Public Healt...	1272
2.20	6. The term of this Agreement shall be for the period October 1, 2024, through and including September 30, 2025, unless earlier terminated as provided in Paragraph 9 below. This Agreement shall be subject to annual renewal, subject to the funding and...	1272
2.21	7. Each County shall maintain its own separate case files, records and other documents required to be maintained according to any state or federal regulations for the administration of the WIC program. Each County shall remain the legal custodian of ...	1272
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2.23	The WIC Program Educator shall be an Ouray County employee as outlined in the IGA for the shared WIC Educator position between San Miguel County and Ouray County, Exhibit B.	1272
2.24	9. The term of this Agreement is through September 30, 2025, and may be renewed in annual one-year increments until 2029, subject to annual budget and appropriation requirements. A County may terminate this Agreement by acting through its Board of ...	1273
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2.27	11. This Agreement contains the entire understanding and agreement of the Counties upon the subject matter hereof. There is no agreement, oral or otherwise, that is not set forth in this writing. Except as otherwise provided herein, no subsequent ch...	1273
2.28	12. No term or condition of this Agreement shall be construed or interpreted as a waiver of any of the immunities, rights, benefits, protections, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et s...	1273

2.29 13. This Agreement shall be applied and interpreted under Colorado law. The mandatory venue for any legal action shall be the Seventh Judicial District, State of Colorado, and both Counties shall be responsible for their own attorneys' fees and costs. 1273
2.30 14. Pursuant to Colorado Constitution Article XI, Sections 1 and 2 and Article X , section 1273
2.31 20, neither County shall indemnify or hold harmless the other. 1273
2.32 15. To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. § 24-72-201, et seq., C.R.S. 1273
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2.34 Attested by: 1274
2.35 Holly Perry, Deputy County Clerk Jonathan Houck, Chair 1274
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2.38 Attested by: 1274
2.39 Carmen Warfield Lance Waring, Chair 1274
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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA – REVISION #1

DATE: **Tuesday, December 17, 2024**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY HOUSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Gunnison County Housing Authority Resolution No. 2024-004; A Resolution Authorizing the Issuance of the Gunnison County Housing Authority General Revenue Bonds (Whetstone Housing Project), Series 2025, in a maximum aggregate principal amount of $125,000,000; approving an Indenture of Trust, Bond Purchase Agreement, Continuing Disclosure Agreement, Deed of Trust, and Preliminary Official Statement in connection therewith; and Authorizing All Related Actions in Connection Therewith
- Gunnison County Housing Authority Resolution No. 2024-005; Resolution Amending the Gunnison County Housing Authority Budget for Fiscal Year 2024 and Amending the Appropriation Resolution
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- A Resolution Authorizing and Directing Actions by the County Manager with Respect to the Preparation of Requests to the Board of County Commissioners for Appropriation of Funds for the Replenishment of a Reserve Fund Held by UMB Bank, N.A. Relating to the Gunnison County Housing Authority General Revenue Bonds (Whetstone Project), Series 2024
- Minutes Approval:
    1. 11/19/2024 Regular Meeting
    2. 12/10/2024 Special Meeting
    3. 12/12/2024 Special Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Resolution Amending the Gunnison County Budget for Fiscal Year 2024 and Amending the Appropriation Resolution
    2. Acknowledgment of County Manager Signature; Professional Services Agreement; Alpha Building Solutions, LLC; Installation of a Culvert and Repair of Water, Wastewater, and Electric Lines at Shady Island River Park; 11/18/24 thru 12/31/24; Not to Exceed $30,000
    3. Acknowledgment of County Manager Signature; Professional Services Agreement; Outbackjack, LLC, The Turd Herder; Replace Existing 2" Water Pipe at 275 S. Spruce Street, Gunnison; 11/19/24 thru 12/31/24; Not to Exceed $14,000
    4. Acknowledgment of County Manager Signature; Memorandum of Agreement Between the Board of County Commissioners of the County of Gunnison, Colorado, the Board of Trustees of Gunnison Valley Hospital, and the Regional Transportation Authority Regarding Senior Transportation; 1/1/25 thru 12/31/25; $315,000
    5. Airport Services Agreement; Jackalope Services, LLC, dba Bethany J Montlary; Janitorial Services at the Gunnison-Crested Butte Regional Airport; 1/1/25 thru 12/31/25; Not to Exceed $80,000

6. Budget Justification Form; Gunnison County Substance Abuse Prevention Project; Colorado Department of Public Health and Environment; $257,647.85
7. Commercial Account Right of Entry Agreement; Charter Communications Operating, LLC
8. Grant Award Letter, Summary of Grant Award Terms and Conditions; Colorado Energy Office; $1,500,000 Grant; $2,681,242 Local Match
9. Prescription Consulting Services Agreement; EPLS, LLC; Prescription Drug Coverage; 1/1/25 thru 12/31/25
10. Letter of Support; Colorado Department of Higher Education; Colorado Opportunity Scholarship Initiative (COSI) – County Matching Scholarships
11. Law Enforcement Agreement; Town of Mt. Crested Butte; $168,405 First Year, then Increase Pursuant to the Consumer Price Index in Subsequent Years; $20,000 Additional Annually for First Four Years
12. Resolution Amending Certain Charges and Fees for Integrated Solid Waste Services Effective January 1, 2025; This Resolution Supersedes Resolution 23-29
13. National Association of County and City Health Officials (NACCHO) Budget Narrative; Reimagining Health and Public Safety Overdose Initiatives (RHAPSODI); 1/1/24 thru 8/31/25; $49,984
14. El Pomar Foundation General Grant Terms and Conditions; Gunnison County Substance Abuse Prevention Program; $35,000
15. US Department of Energy Agreement for Installation and Maintenance of Wells and Well Equipment, Gunnison, Colorado, Processing Site; Agreement Number DE-RO01-25LM70343
16. Grant Application; National Environmental Health Association (NEHA) and US Food and Drug Administration (FDA); Gunnison County Retail Food Program Standards; $70,500
17. Budget Justification for State of Colorado Department of Public Health and Environment Option Letters #1 and #2; Original Contract #2024*0222; 7/1/23 thru 6/30/25

8:35 am

- Correspondence; Request for Letter of Support; Stirrup Bar Ranch Conservation Easement NRCS-ACEP Application

8:40 am

- County Manager's Reports

8:45 am

- Financial Approvals and Requests:
  1. Vouchers and Transfers
     - November 2024 Accounts Payable Report
     - November 2024 Cash Transfer Report
     - October 2024 Sales Tax Report
     - November 2024 Purchase Card Report
  2. Gunnison County Treasurer's Monthly Report
  3. Request for Matching Grant Funds; $20,000
  4. Request for Funding; CSU Extension; $6,000

8:50 am

- Gunnison County Boards and Commissions Appointments; Gunnison Valley Health Board of Trustees; Two Vacancies for Five-Year Terms (2/1/2025 thru 2/1/2030)
  1. List of Applicants:
     - Bruce Alpern
     - Monica Carter

- Janet Farmer
- Tracey Haas
- Nancy Houston
- Emily McMahill
- Steve Ogden
- Frank Stichter
- Pamela Taylor
- Karl Zachar

8:55 am

- Resolution Repealing Resolution No: 2021-28 and Adopting the 2024 Gunnison County, Colorado Emergency Operations Plan

9:05 am

- Resolution Opting Out of Adopting Graywater Regulations

9:15 am

- Land Use Change Requests:
    1. Subdivision Exemption Request; Hotchkiss Ranches, Inc; LUC-24-00049
    2. Skyland Lot S86 Plat Correction; LUC-24-00042
        - Plat Correction and Reaffirmation
    3. Subdivision Request; Kunes Subdivision; LUC-24-00028
        - A Resolution Concerning LUC-24-00028, a Land Use Change Permit Application for a Minor Impact Land Use Change for a 3-Lot Subdivision Located at the Property Commonly Described as 127 Evelyn Lane, Parcel No. 3517-333-00-005 and Legally Described as a Parcel of Land Located in the Southwest Quarter of the Southwest Quarter of Section 33, Township 51 North, Range 1 East of the N.M.P.M., Gunnison County Colorado. Reception No. 694245
    4. Discount Storage Expansion of Commercial Use; LUC-23-00032
        - A Resolution Approving LUC-23-00032, A Land Use Change Permit Application for Sketch Plan Review of a Major Impact Land Use Change for an Expansion of Commercial Use at Discount (aka Centennial) Storage on the Parcel of Land Commonly Known as Parcel No. 3701-250-06-008, 825 State Highway 135, Gunnison, Colorado; Legally Described as Lot 3, Flying Ranch Subdivision, According to the Plat Filed September 17, 2019 at Reception No. 662373, County of Gunnison, Colorado

9:45 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 RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

10:00 am

- Call to Order

- Professional Services Agreement; Tourism and Prosperity Partnership; 2025 Work Plan; 1/1/2025-12/31/2025; $3,300,000

- Adjourn

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

10:05 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. Letter of Intent; Partnership between Delta County and Gunnison County; Women, Infants, and Children Program; Colorado Department of Public Health and Environment
    2. Intergovernmental Agreement, Inter-Agency Partnership for the Women, Infants, and Children Program; Delta County Board of Health; Effective 10/1/24
    3. Letter of Intent; Partnership between San Miguel County, Ouray County and Gunnison County; Women, Infants, and Children Program; Colorado Department of Public Health and Environment
    4. Intergovernmental Agreement, Inter-Agency Partnership for the Women, Infants, and Children Program; San Miguel and Ouray County Boards of Health; Effective 10/1/24

- Clinical Services and Parenting Programs Presentation

- Vital Records Review

- CY 2025 Meeting Planning

- Adjourn

ADDED - GUNNISON/HINSDALE BOARD OF HUMAN SERVICES MEETING:

10:35 am

- See Separate Agenda

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://gunnisoncounty-org.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: Whetstone Bond Resolutions; County & Housing Autho

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Please see the attached, which were created by Sherman & Howard, LLC.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/12/2024

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

Comments:
Legally sufficient. SO 12/12/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/12/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

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

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 12/17/2024

Revised April 2015

CERTIFIED RECORD

OF

PROCEEDINGS

GUNNISON COUNTY HOUSING AUTHORITY

RELATING TO

GENERAL REVENUE BONDS (WHETSTONE HOUSING PROJECT), SERIES 2025

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, December 17, 2024**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY HOUSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Gunnison County Housing Authority Resolution No. 2024-004; A Resolution Authorizing the Issuance of the Gunnison County Housing Authority General Revenue Bonds (Whetstone Housing Project), Series 2025, in a maximum aggregate principal amount of $125,000,000; approving an Indenture of Trust, Bond Purchase Agreement, Continuing Disclosure Agreement, Deed of Trust, and Preliminary Official Statement in connection therewith; and Authorizing All Related Actions in Connection Therewith
- Gunnison County Housing Authority Resolution No. 2024-005; Resolution Amending the Gunnison County Housing Authority Budget for Fiscal Year 2024 and Amending the Appropriation Resolution
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- A Resolution Authorizing and Directing Actions by the County Manager with Respect to the Preparation of Requests to the Board of County Commissioners for Appropriation of Funds for the Replenishment of a Reserve Fund Held by UMB Bank, N.A. Relating to the Gunnison County Housing Authority General Revenue Bonds (Whetstone Project), Series 2024
- Minutes Approval:
    1. 11/19/2024 Regular Meeting
    2. 12/10/2024 Special Meeting
    3. 12/12/2024 Special Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Resolution Amending the Gunnison County Budget for Fiscal Year 2024 and Amending the Appropriation Resolution
    2. Acknowledgment of County Manager Signature; Professional Services Agreement; Alpha Building Solutions, LLC; Installation of a Culvert and Repair of Water, Wastewater, and Electric Lines at Shady Island River Park; 11/18/24 thru 12/31/24; Not to Exceed $30,000
    3. Acknowledgment of County Manager Signature; Professional Services Agreement; Outbackjack, LLC, The Turd Herder; Replace Existing 2" Water Pipe at 275 S. Spruce Street, Gunnison; 11/19/24 thru 12/31/24; Not to Exceed $14,000
    4. Acknowledgment of County Manager Signature; Memorandum of Agreement Between the Board of County Commissioners of the County of Gunnison, Colorado, the Board of Trustees of Gunnison Valley Hospital, and the Regional Transportation Authority Regarding Senior Transportation; 1/1/25 thru 12/31/25; $315,000
    5. Airport Services Agreement; Jackalope Services, LLC, dba Bethany J Montlary; Janitorial Services at the Gunnison-Crested Butte Regional Airport; 1/1/25 thru 12/31/25; Not to Exceed $80,000

6. Budget Justification Form; Gunnison County Substance Abuse Prevention Project; Colorado Department of Public Health and Environment; $257,647.85
7. Commercial Account Right of Entry Agreement; Charter Communications Operating, LLC
8. Grant Award Letter, Summary of Grant Award Terms and Conditions; Colorado Energy Office; $1,500,000 Grant; $2,681,242 Local Match
9. Prescription Consulting Services Agreement; EPLS, LLC; Prescription Drug Coverage; 1/1/25 thru 12/31/25
10. Letter of Support; Colorado Department of Higher Education; Colorado Opportunity Scholarship Initiative (COSI) – County Matching Scholarships
11. Law Enforcement Agreement; Town of Mt. Crested Butte; $168,405 First Year, then Increase Pursuant to the Consumer Price Index in Subsequent Years; $20,000 Additional Annually for First Four Years
12. Resolution Amending Certain Charges and Fees for Integrated Solid Waste Services Effective January 1, 2025; This Resolution Supersedes Resolution 23-29
13. National Association of County and City Health Officials (NACCHO) Budget Narrative; Reimagining Health and Public Safety Overdose Initiatives (RHAPSODI); 1/1/24 thru 8/31/25; $49,984
14. El Pomar Foundation General Grant Terms and Conditions; Gunnison County Substance Abuse Prevention Program; $35,000
15. US Department of Energy Agreement for Installation and Maintenance of Wells and Well Equipment, Gunnison, Colorado, Processing Site; Agreement Number DE-RO01-25LM70343
16. Grant Application; National Environmental Health Association (NEHA) and US Food and Drug Administration (FDA); Gunnison County Retail Food Program Standards; $70,500
17. Budget Justification for State of Colorado Department of Public Health and Environment Option Letters #1 and #2; Original Contract #2024*0222; 7/1/23 thru 6/30/25

8:35 am

- Correspondence; Request for Letter of Support; Stirrup Bar Ranch Conservation Easement NRCS-ACEP Application

8:40 am

- County Manager's Reports

8:45 am

- Financial Approvals and Requests:
    1. Vouchers and Transfers
        - November 2024 Accounts Payable Report
        - November 2024 Cash Transfer Report
        - October 2024 Sales Tax Report
        - November 2024 Purchase Card Report
    2. Gunnison County Treasurer's Monthly Report
    3. Request for Matching Grant Funds; $20,000
    4. Request for Funding; CSU Extension; $6,000

8:50 am

- Gunnison County Boards and Commissions Appointments; Gunnison Valley Health Board of Trustees; Two Vacancies for Five-Year Terms (2/1/2025 thru 2/1/2030)
    1. List of Applicants:
        - Bruce Alpern
        - Monica Carter

- Janet Farmer
- Tracey Haas
- Nancy Houston
- Emily McMahill
- Steve Ogden
- Frank Stichter
- Pamela Taylor
- Karl Zachar

8:55 am

- Resolution Repealing Resolution No: 2021-28 and Adopting the 2024 Gunnison County, Colorado Emergency Operations Plan

9:05 am

- Resolution Opting Out of Adopting Graywater Regulations

9:15 am

- Land Use Change Requests:
    1. Subdivision Exemption Request; Hotchkiss Ranches, Inc; LUC-24-00049
    2. Skyland Lot S86 Plat Correction; LUC-24-00042
        - Plat Correction and Reaffirmation
    3. Subdivision Request; Kunes Subdivision; LUC-24-00028
        - A Resolution Concerning LUC-24-00028, a Land Use Change Permit Application for a Minor Impact Land Use Change for a 3-Lot Subdivision Located at the Property Commonly Described as 127 Evelyn Lane, Parcel No. 3517-333-00-005 and Legally Described as a Parcel of Land Located in the Southwest Quarter of the Southwest Quarter of Section 33, Township 51 North, Range 1 East of the N.M.P.M., Gunnison County Colorado. Reception No. 694245
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- 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 RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

10:00 am

- Call to Order

- Professional Services Agreement; Tourism and Prosperity Partnership; 2025 Work Plan; 1/1/2025-12/31/2025; $3,300,000

- Adjourn

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

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- Call to Order

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    1. Letter of Intent; Partnership between Delta County and Gunnison County; Women, Infants, and Children Program; Colorado Department of Public Health and Environment
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- Clinical Services and Parenting Programs Presentation

- Vital Records Review

- CY 2025 Meeting Planning

- Adjourn

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

STATE OF COLORADO	)	
	)	
COUNTY OF GUNNISON	)	ss.
	)	
GUNNISON COUNTY HOUSING AUTHORITY	)	

The Board of Commissioners of the Gunnison County Housing Authority met in regular session on Tuesday, the 17th day of December, 2024, at the hour of 8:30 a.m. at the 200 E. Virginia Avenue, Gunnison, Colorado 81230.

The following members of the Board of Commissioners of the Authority were present, constituting a quorum:

Chair:	Jonathan Houck
Commissioner:	Elizabeth Smith
Commissioner:	Laura Puckett Daniels

Whereupon the following resolution was introduced:

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2024-_____

WHEREAS, the Gunnison County Housing Authority (the "Authority") is a public body corporate and politic duly organized and existing as a county housing authority under the constitution and laws of the State of Colorado, including particularly Title 29, Article 4, Part 5, C.R.S. (the "Act"); and

WHEREAS, the Act authorizes the Authority to issue revenue bonds for the purpose of providing housing facilities that substantially benefit persons of low income working within the County; and

WHEREAS, the Authority desires to own, operate, and finance a portion of the costs of the acquisition, construction, and equipping by the Authority of an approximately 252-unit multifamily rental housing project to be located near the Town of Crested Butte, Colorado, also known as the Whetstone Housing Project (the "Project"); and

WHEREAS, the Authority intends to establish rentals for the Project at rates no higher than it finds necessary to comply with Section 29-4-506 of the Act; and

WHEREAS, the Authority has determined that it is in the best interests of the residents of the Authority that the Project be financed by the issuance of the Authority's General Revenue Bonds (Whetstone Housing Project), Series 2025 (the "Bonds"); and

WHEREAS, the Bonds will be issued pursuant to an Indenture of Trust (the "Indenture") between the Authority and UMB Bank, n.a., as trustee (the "Trustee"); and

WHEREAS, the Bonds shall be issued pursuant to the provisions of the Act and all other laws thereunto enabling; and

WHEREAS, the Board specifically elects to apply the provisions of Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Act"), to the Bonds; and

WHEREAS, the Bonds shall be general revenue obligations of the Authority, payable solely from the revenues pledged thereto by the Indenture; and

WHEREAS, the Board has been presented with a Bond Purchase Agreement (the "Bond Purchase Agreement") from Northland Securities, Inc., of Denver, Colorado (the "Underwriter"), to purchase the Bonds; and

WHEREAS, after consideration, the Board has determined that the sale of the Bonds to the Underwriter pursuant to the Bond Purchase Agreement is in the best interests of the Authority and the residents of the County; and

WHEREAS, there has been presented to this meeting of the Board the current forms of the "Financing Documents" as defined hereafter; and

WHEREAS, the Board desires to authorize the issuance and sale of the Bonds and the execution of the Financing Documents.

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

Section 1. Definitions. Unless the context indicates otherwise, as used herein, capitalized terms shall have the meanings ascribed by the preambles hereto and the Indenture, and the following capitalized terms shall have the respective meanings set forth below:

Authorized Officer: the person or persons authorized to sign the Indenture and the Bond Purchase Agreement pursuant to the Delegated Authority, and to sign other documents pertaining to the Bonds as provided in this Bond Resolution, which shall be the County Manager and any member of the Board.

Bond Resolution: this resolution, which authorizes the issuance of the Bonds and any amendment or supplement lawfully made hereto.

Continuing Disclosure Obligation: an agreement, certificate, or undertaking of the Authority to provide certain post-issuance information as described in the Official Statement.

Deed of Trust: the Deed of Trust, Security Agreement, Fixture Filing and Assignment of Rents and Revenues executed by the Authority for the benefit of the Trustee, as amended from time to time.

Delegated Authority: the authority delegated by this Bond Resolution to any Authorized Officer to sign the Bond Purchase Agreement and to make the following determinations with respect to the Bonds in the Indenture, which determinations shall be subject to the restrictions and parameters set forth below:

(1) the rate or rates of interest on the Bonds;

(2) the conditions on which and the prices at which the Bonds may be redeemed before maturity;

(3) the existence and amount of any capitalized interest or reserve funds;

(4) the price or prices at which the Bonds will be sold;

(5) the principal amount and denominations of the Bonds;

(6) the amount of principal maturing in any particular year;

(7) the dates on which principal and interest shall be paid; and

(8) whether the Bonds will be secured by an assurance of payment as described in § 11-57-207(2), C.R.S. and the terms of any agreement with a third-party providing assurance of payment.

The foregoing authority shall be subject to the following restrictions and parameters:

(1) the interest rate or rates on the Bonds shall be such that the Bonds bear interest at a net effective interest rate which does not exceed 6.25%;

(2) the sale price of the Bonds shall be an amount not less than 98.00% of the aggregate principal amount of the Bonds;

(3) the Bonds shall mature not later than December 31, 2065; and

(4) the aggregate principal amount of the Bonds shall not exceed $125,000,000.

Financing Documents: collectively, the Indenture, the Continuing Disclosure Obligation, the Letter of Representations, the Deed of Trust, the Bond Purchase Agreement, and any agreement with any bond insurer guaranteeing payment of the principal of and interest on the Bonds or providing a debt service reserve insurance policy for the Bonds.

Letter of Representations: the letter of representations from the Authority to DTC to induce DTC to accept the Bonds as eligible for deposit at DTC.

Official Statement: the final version of the Preliminary Official Statement.

Preliminary Official Statement: the Preliminary Official Statement concerning the Bonds and the Authority.

Section 2. Approvals, Authorizations, and Amendments. The Financing Documents are incorporated herein by reference and are hereby approved. All Authorized Officers are hereby authorized and directed to execute the Financing Documents and to affix the seal of the Authority thereto, and further to execute and authenticate such other documents, instruments, or certificates as are deemed necessary or desirable in order to issue and secure the Bonds. Such documents are to be executed in substantially the form presented at this meeting of the Board, provided that such documents may be completed, corrected, or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Bond Resolution. Copies of the Financing Documents shall be delivered, filed, and recorded as provided therein.

Upon execution and delivery of the Financing Documents, the covenants, agreements, recitals, and representations of the Authority therein shall be effective with the same force and effect as if specifically set forth herein, and such covenants,

agreements, recitals, and representations are hereby adopted and incorporated herein by reference.

The proper officers of the Authority are hereby authorized and directed to prepare and furnish to any interested person certified copies of all proceedings and records of the Authority relating to the Bonds and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof.

The execution of any instrument by an Authorized Officer of the Authority in connection with the issuance, sale, or delivery of the Bonds not inconsistent herewith shall be conclusive evidence of the approval by the Authority of such instrument in accordance with the terms thereof and hereof.

Section 3. Authorization. In accordance with the Constitution of the State of Colorado; the Act; the Supplemental Act; and all other laws of the State of Colorado thereunto enabling, there shall be issued the Bonds for the purpose of: (i) financing the Project; (ii) funding capitalized interest and reserves, if any; and (iii) paying issuance and other costs (including policy premiums related to any bond insurance or reserve fund policy) in connection with the Bonds. The Bonds shall constitute general revenue obligations of the Authority as provided in the Indenture. The Authority hereby elects to apply all of the provisions of the Supplemental Act to the Bonds from the date of this Bond Resolution, including specifically but without limitation, §§11-57-205, 11-57-209, 11-57-210 and 11-57-212, C.R.S. Pursuant to §11-57-212, C.R.S., no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bonds shall be commenced more than thirty (30) days after the date of this Bond Resolution.

Section 4. Bond Details; Delegated Authority. The Bonds shall be issued only as fully registered Bonds without coupons in Authorized Denominations. Unless the Authority shall otherwise direct, the Bonds shall be numbered separately from 1 upward, with the number of each Bond preceded by "R-". The Bonds shall be dated as of the date of issuance, and shall be payable at such time or times, shall be subject to redemption prior to maturity, and otherwise shall be as determined in the Indenture. Pursuant to §11-57-205, C.R.S., of the Supplemental Act the Board hereby delegates the Delegated Authority to an Authorized Officer and authorizes the signing of the Indenture and the Bond Purchase Agreement pursuant thereto.

Section 5. Authorization to Execute Documents. The officers of the Authority are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Bond Resolution, including but not limited to the execution of such certificates and affidavits as may be reasonably required by the Underwriter.

Section 6. Permitted Amendments to Bond Resolution. The Authority may amend this Bond Resolution in the same manner and subject to the same terms and conditions as apply to an amendment or supplement to the Indenture.

Section 7. Appointment of Authority Representative. The County Manager is hereby appointed Authority Representative, as defined in the Indenture. A different Authority Representative may be appointed by resolution adopted by the Board and a certificate filed with the Trustee.

Section 8. Costs and Expenses. All costs and expenses incurred in connection with the issuance and payment of the Bonds shall be paid either from the proceeds of the Bonds or from legally available moneys of the Authority, or from a combination thereof, and such moneys are hereby appropriated for that purpose.

Section 9. Acceptance of Bond Purchase Agreement. The Board hereby authorizes each Authorized Officer to execute the Bond Purchase Agreement with respect to the Bonds and to attest to such execution, all on behalf of the Authority.

Section 10. Official Statement. The Preliminary Official Statement is hereby authorized, ratified, and approved. The Board hereby authorizes the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the marketing of the Bonds, and the preparation and distribution of a final Official Statement in conjunction with an offer of the Bonds to investors. The final Official Statement shall contain such corrections and additional or updated information so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. All Authorized Officers are hereby authorized to execute copies of the Preliminary Official Statement and the Official Statement on behalf of the Authority.

Section 11. Certain Findings. For purposes of Section 29-4-210(1)(a), C.R.S., the Authority hereby finds and determines that "persons of low income" with respect to the Project means and includes individuals and families whose aggregate adjusted gross income (computed in the manner prescribed in the United States Treasury Regulations) does not exceed 120% of the median income for the area in which the Project is located. The Authority expects certain rental units within the Project to be leased to individuals and families whose aggregate adjusted gross income (computed in the manner prescribed in the United States Treasury Regulations) exceeds 120% of the median income for the area, but nevertheless finds that the Project is overall of substantial benefit to "persons of low income." The Authority further finds and determines, for purposes of Section 29-4-210(1)(a.5)(I), C.R.S., that "persons who, by virtue of age or disability, have special housing needs or requirements that cannot reasonably be met by existing housing available within the boundaries of the Authority" with respect to the Project means and includes, but is not limited to, individuals who work, or families where at least one member of the family works, within the boundaries of the County.

Section 12. Ratification and Approval of Prior Actions. All actions heretofore taken by any Authorized Officer or the officers, agents, attorneys, or employees of the Authority, not inconsistent with the provisions of this Bond Resolution, relating to the authorization, sale, issuance, and delivery of the Bonds, are hereby ratified, approved, and confirmed.

Section 13. Bond Resolution Irrepealable. After any of the Bonds have been issued, this Bond Resolution shall constitute a contract between the owners of the Bonds and the Authority and shall be and remain irrepealable until the Bonds and the interest accruing thereon shall have been fully paid, satisfied, and discharged in accordance with the Indenture.

Section 14. Repealer. All orders, bylaws, and resolutions of the Authority, or parts thereof, inconsistent or in conflict with this Bond Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

Section 15. Severability. If any section, paragraph, clause, or provision of this Bond Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Bond Resolution, the intent being that the same are severable

Section 16. Effective Date. This Bond Resolution shall take effect immediately upon its adoption and approval.

[The remainder of this page intentionally left blank.]

ADOPTED AND APPROVED this 17th day of December, 2024.

(S E A L)

_____
Chair of the Gunnison County Housing Authority

ATTESTED:

_____
Executive Secretary for the
Gunnison County Housing Authority

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2024 County & Housing Authority Budget Amendment R

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

2024 Budget Amendments for Gunnison County and Housing Authority

Fiscal Impact:

Submitted by: Ana Canada **Submitter's Email Address:** acanada@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
Legally sufficient. SO 12/10/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/10/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2024-__

A RESOLUTION AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR FISCAL YEAR 2024 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for Gunnison County Housing Authority for fiscal year 2024 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, those revenues and expenditures can now be identified;

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

1. Gunnison County Housing Fund. The revenues are decreased in the amount of $234,179 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $1,620,641 as detailed by account number on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the Gunnison County Housing Authority, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2023-01 and Resolution Nos. 2023-003 - for the Gunnison County Housing Authority for the fiscal year beginning January 1, 2024 and ending December 31, 2024; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 17th day of December 2024.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett-Daniels, Commissioner

Attest:

_____

Deputy County Clerk

Appendix A

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
70741080	44261	G8160	ADD EIAF 9684 SOLAR GRANT	BJE 527		309721		70	REV
70741100	44261	G4817	ADD DOLA STRONG COMMUNITIES	BJE 538		800000		70	REV
70741100	44801	G8170	CORRECT BUDGET	BJE 523	1343900			70	REV
			HOUSING FUND REVENUES		**1,343,900.00**	**1,109,721.00**	**234,179.00**		
70741080	58210	G8160	ADD EIAF 9684 SOLAR GRANT	BJE 527	619,441.00			70	EXP
70741100	58320	G4817	ADD DOLA STRONG COMMUNITIES	BJE 538	1,001,200.00			70	EXP
			HOUSING FUND EXPENDITURES		**1,620,641.00**	**-**	**1,620,641.00**		

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Whetstone Bond Resolutions; County & Housing Autho

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Please see the attached, which were created by Sherman & Howard, LLC.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/12/2024

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

Comments:
Legally sufficient. SO 12/12/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/12/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

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

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 12/17/2024

Revised April 2015

GUNNISON COUNTY, COLORADO
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING ACTIONS BY THE COUNTY MANAGER WITH RESPECT TO THE PREPARATION OF REQUESTS TO THE BOARD OF COUNTY COMMISSIONERS FOR APPROPRIATION OF FUNDS FOR THE REPLENISHMENT OF A RESERVE FUND HELD BY UMB BANK, N.A. RELATING TO THE GUNNISON COUNTY HOUSING AUTHORITY GENERAL REVENUE BONDS (WHETSTONE PROJECT), SERIES 2024.

WHEREAS, the Gunnison County Housing Authority (the "Authority") is a public body corporate and politic duly organized and existing as a county housing authority under the constitution and laws of the State of Colorado, including particularly Title 29, Article 4, Part 5, C.R.S. (the "Act"); and

WHEREAS, the Board of County Commissioners (the "Board") of Gunnison County, Colorado (the "County") serves as the Board of Commissioners of the Authority; and

WHEREAS, the Act authorizes the Authority to issue revenue bonds for the purpose of providing multifamily residential housing that substantially benefits persons of low income; and

WHEREAS, pursuant to an authorizing resolution adopted by the Board of Commissioners of the Authority on December 17, 2024, the Authority has authorized the issuance of its General Revenue Bonds (Whetstone Project), Series 2024, in a maximum aggregate principal amount of $125,000,000 (the "Bonds"), the proceeds of which are to be used to: (a) finance a portion of the costs of the acquisition, construction, and equipping by the Authority of an approximately 252-unit affordable multifamily rental housing project to be located near the Town of Crested Butte, Colorado (the "Project"); (b) finance capitalized interest for the Bonds; (c) fund a reserve fund for the Bonds (the "Reserve Fund"); and (d) pay for certain costs of issuing the Bonds; and

WHEREAS, the Bonds will be issued pursuant to the terms of an Indenture of Trust between the Authority and UMB Bank, n.a., as trustee (the "Indenture"); and

WHEREAS, the Indenture requires that the Reserve Fund be maintained in the amount of the Required Reserve (as defined in the Indenture) for so long as the Bonds are outstanding for use as a reserve against deficiencies in the payment of the principal of or interest on the Bonds; and

WHEREAS, the Board wishes to make a non-binding statement of its present intent with respect to the appropriation of funds for the replenishment of the Reserve Fund, and to authorize and direct the County Manager to take certain actions for the purpose of causing requests for such appropriations to be presented to the Board for consideration; and

WHEREAS, the County acknowledges that the adoption of this Resolution is a condition precedent to the issuance of the Bonds.

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

Section 1. Appropriations to Replenish Reserve Fund.

A. Provided the County is notified by the Trustee of any deficiency in the Reserve Fund on or prior to August 1 of each year, the County Manager shall prepare and submit to the Board a budget amendment, if necessary, and a related request for an appropriation of a sufficient amount of funds to replenish the Reserve Fund to the Required Reserve by not later than October 15 of such year. It is the present intention and expectation of the Board to budget and appropriate such funds as requested, within the limits of available funds and revenues, but this declaration of intent shall not be binding upon the Board or any future Board in any future fiscal year of the County. The Board may determine in its sole discretion, but shall never be required, to budget for and make the appropriations so requested. All sums budgeted and appropriated by the Board for such purpose shall be transferred by the County to the Trustee for deposit by the Trustee in the Reserve Fund.

B. The obligation of the County hereunder to replenish the Reserve Fund shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of the County, or a pledge of its full faith or credit under the meaning of any constitutional or statutory debt limitation and shall be subject in all respects to the County's right of non-appropriation reserved hereunder. This Resolution shall not, directly or indirectly, obligate the County to make payments during any fiscal year beyond the fiscal year for which funds have been appropriated by the Board. Following any event of non-appropriation, the County shall not be obligated to make payment from any source of any amount due in respect of replenishing the Reserve Fund beyond those amounts previously appropriated by the Board for that purpose, and the County shall not be liable to the Trustee for any remaining amounts due under the Indenture or for any costs, damages (including but not limited to consequential damages) or expenses incurred by the Trustee as a result of the exercise by the County of its right of non-appropriation. The right of non-appropriation reserved to the County hereunder is intended by the parties, and shall be always construed, to ensure nothing provided in this Section 1 shall create or constitute a debt, liability, or multiple fiscal year financial obligation of the County under the constitution and statutes of the State of Colorado. In the event any of the provisions of this Resolution are determined by a court of competent jurisdiction to create, cause, or result in the creation of legal indebtedness of the County, the application and enforcement of such provision(s) shall

be deemed suspended as of the date of such determination, and the obligation of the County created hereunder shall be construed and applied in a manner preserving the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result of the suspension of any such provision(s). If any provision of this Resolution is so suspended, the suspension shall not affect other provisions or application of the County's obligation created hereunder provided such can be given effect without the suspended provision. To this end, the provision of this Resolution are severable.

Section 2. Limitation to Indenture. Unless otherwise expressly provided by a subsequent resolution of the Board, the provisions of this Resolution shall apply only to the Reserve Fund established by the Indenture.

Section 3. **Repealer**. All bylaws, orders, and resolutions of the County, or parts thereof, inconsistent with this resolution or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution of the County, or part thereof, heretofore repealed.

Section 4. **Severability**. If any section, subsection, paragraph, clause or provision of this resolution or the documents hereby authorized and approved (other than provisions as to the payment of Base Rentals during the Lease Term, provisions for the quiet enjoyment of the Leased Property by the County during the Lease Term and provisions for the conveyance of the Leased Property to the County under the conditions provided in the Lease) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution or such documents, the intent being that the same are severable.

Section 5. Effective Date. This Resolution shall be in full force and take effect immediately upon its passage and approval.

[The remainder of this page intentionally left blank.]

PASSED, ADOPTED AND APPROVED this December 17, 2024.

_____
Chair of the Board of
County Commissioners

(SEAL)

Attest:

_____
Deputy County Clerk

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

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

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Board of County Commissioners of the County (the "Board") at a regular meeting held on December 17, 2024.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the regular meeting of December 17, 2024, by an affirmative vote of a majority of the members of the Board as follows:

Name	"Yes"	"No"	Absent	Abstain
Jonathan Houck, Chair				
Elizabeth Smith				
Laura Puckett Daniels				

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

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

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

6. Attached hereto as Exhibit A is a copy of the notice of the regular meeting on December 17, 2024, which notice was posted at least 24 hours before such meeting as provided by law.

[The remainder of this page intentionally left blank.]

WITNESS my hand and the seal of the County affixed this 17th day of December, 2024.

(S E A L)

Clerk and Recorder
Gunnison County, Colorado

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

EXHIBIT A

DATE: **Tuesday, December 17, 2024**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY HOUSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Gunnison County Housing Authority Resolution No. 2024-004; A Resolution Authorizing the Issuance of the Gunnison County Housing Authority General Revenue Bonds (Whetstone Housing Project), Series 2025, in a maximum aggregate principal amount of $125,000,000; approving an Indenture of Trust, Bond Purchase Agreement, Continuing Disclosure Agreement, Deed of Trust, and Preliminary Official Statement in connection therewith; and Authorizing All Related Actions in Connection Therewith
- Gunnison County Housing Authority Resolution No. 2024-005; Resolution Amending the Gunnison County Housing Authority Budget for Fiscal Year 2024 and Amending the Appropriation Resolution
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- A Resolution Authorizing and Directing Actions by the County Manager with Respect to the Preparation of Requests to the Board of County Commissioners for Appropriation of Funds for the Replenishment of a Reserve Fund Held by UMB Bank, N.A. Relating to the Gunnison County Housing Authority General Revenue Bonds (Whetstone Project), Series 2024
- Minutes Approval:
    1. 11/19/2024 Regular Meeting
    2. 12/10/2024 Special Meeting
    3. 12/12/2024 Special Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Resolution Amending the Gunnison County Budget for Fiscal Year 2024 and Amending the Appropriation Resolution
    2. Acknowledgment of County Manager Signature; Professional Services Agreement; Alpha Building Solutions, LLC; Installation of a Culvert and Repair of Water, Wastewater, and Electric Lines at Shady Island River Park; 11/18/24 thru 12/31/24; Not to Exceed $30,000
    3. Acknowledgment of County Manager Signature; Professional Services Agreement; Outbackjack, LLC, The Turd Herder; Replace Existing 2" Water Pipe at 275 S. Spruce Street, Gunnison; 11/19/24 thru 12/31/24; Not to Exceed $14,000
    4. Acknowledgment of County Manager Signature; Memorandum of Agreement Between the Board of County Commissioners of the County of Gunnison, Colorado, the Board of Trustees of Gunnison Valley Hospital, and the Regional Transportation Authority Regarding Senior Transportation; 1/1/25 thru 12/31/25; $315,000
    5. Airport Services Agreement; Jackalope Services, LLC, dba Bethany J Montlary; Janitorial Services at the Gunnison-Crested Butte Regional Airport; 1/1/25 thru 12/31/25; Not to Exceed $80,000

6. Budget Justification Form; Gunnison County Substance Abuse Prevention Project; Colorado Department of Public Health and Environment; $257,647.85
7. Commercial Account Right of Entry Agreement; Charter Communications Operating, LLC
8. Grant Award Letter, Summary of Grant Award Terms and Conditions; Colorado Energy Office; $1,500,000 Grant; $2,681,242 Local Match
9. Prescription Consulting Services Agreement; EPLS, LLC; Prescription Drug Coverage; 1/1/25 thru 12/31/25
10. Letter of Support; Colorado Department of Higher Education; Colorado Opportunity Scholarship Initiative (COSI) – County Matching Scholarships
11. Law Enforcement Agreement; Town of Mt. Crested Butte; $168,405 First Year, then Increase Pursuant to the Consumer Price Index in Subsequent Years; $20,000 Additional Annually for First Four Years
12. Resolution Amending Certain Charges and Fees for Integrated Solid Waste Services Effective January 1, 2025; This Resolution Supersedes Resolution 23-29
13. National Association of County and City Health Officials (NACCHO) Budget Narrative; Reimagining Health and Public Safety Overdose Initiatives (RHAPSODI); 1/1/24 thru 8/31/25; $49,984
14. El Pomar Foundation General Grant Terms and Conditions; Gunnison County Substance Abuse Prevention Program; $35,000
15. US Department of Energy Agreement for Installation and Maintenance of Wells and Well Equipment, Gunnison, Colorado, Processing Site; Agreement Number DE-RO01-25LM70343
16. Grant Application; National Environmental Health Association (NEHA) and US Food and Drug Administration (FDA); Gunnison County Retail Food Program Standards; $70,500
17. Budget Justification for State of Colorado Department of Public Health and Environment Option Letters #1 and #2; Original Contract #2024*0222; 7/1/23 thru 6/30/25

8:35 am

- Correspondence; Request for Letter of Support; Stirrup Bar Ranch Conservation Easement NRCS-ACEP Application

8:40 am

- County Manager's Reports

8:45 am

- Financial Approvals and Requests:
    1. Vouchers and Transfers
        - November 2024 Accounts Payable Report
        - November 2024 Cash Transfer Report
        - October 2024 Sales Tax Report
        - November 2024 Purchase Card Report
    2. Gunnison County Treasurer's Monthly Report
    3. Request for Matching Grant Funds; $20,000
    4. Request for Funding; CSU Extension; $6,000

8:50 am

- Gunnison County Boards and Commissions Appointments; Gunnison Valley Health Board of Trustees; Two Vacancies for Five-Year Terms (2/1/2025 thru 2/1/2030)
    1. List of Applicants:
        - Bruce Alpern
        - Monica Carter

- Janet Farmer
- Tracey Haas
- Nancy Houston
- Emily McMahill
- Steve Ogden
- Frank Stichter
- Pamela Taylor
- Karl Zachar

8:55 am

- Resolution Repealing Resolution No: 2021-28 and Adopting the 2024 Gunnison County, Colorado Emergency Operations Plan

9:05 am

- Resolution Opting Out of Adopting Graywater Regulations

9:15 am

- Land Use Change Requests:
    1. Subdivision Exemption Request; Hotchkiss Ranches, Inc; LUC-24-00049
    2. Skyland Lot S86 Plat Correction; LUC-24-00042
        - Plat Correction and Reaffirmation
    3. Subdivision Request; Kunes Subdivision; LUC-24-00028
        - A Resolution Concerning LUC-24-00028, a Land Use Change Permit Application for a Minor Impact Land Use Change for a 3-Lot Subdivision Located at the Property Commonly Described as 127 Evelyn Lane, Parcel No. 3517-333-00-005 and Legally Described as a Parcel of Land Located in the Southwest Quarter of the Southwest Quarter of Section 33, Township 51 North, Range 1 East of the N.M.P.M., Gunnison County Colorado. Reception No. 694245
    4. Discount Storage Expansion of Commercial Use; LUC-23-00032
        - A Resolution Approving LUC-23-00032, A Land Use Change Permit Application for Sketch Plan Review of a Major Impact Land Use Change for an Expansion of Commercial Use at Discount (aka Centennial) Storage on the Parcel of Land Commonly Known as Parcel No. 3701-250-06-008, 825 State Highway 135, Gunnison, Colorado; Legally Described as Lot 3, Flying Ranch Subdivision, According to the Plat Filed September 17, 2019 at Reception No. 662373, County of Gunnison, Colorado

9:45 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 RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

10:00 am

- Call to Order

- Professional Services Agreement; Tourism and Prosperity Partnership; 2025 Work Plan; 1/1/2025-12/31/2025; $3,300,000

- Adjourn

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

10:05 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. Letter of Intent; Partnership between Delta County and Gunnison County; Women, Infants, and Children Program; Colorado Department of Public Health and Environment
    2. Intergovernmental Agreement, Inter-Agency Partnership for the Women, Infants, and Children Program; Delta County Board of Health; Effective 10/1/24
    3. Letter of Intent; Partnership between San Miguel County, Ouray County and Gunnison County; Women, Infants, and Children Program; Colorado Department of Public Health and Environment
    4. Intergovernmental Agreement, Inter-Agency Partnership for the Women, Infants, and Children Program; San Miguel and Ouray County Boards of Health; Effective 10/1/24

- Clinical Services and Parenting Programs Presentation

- Vital Records Review

- CY 2025 Meeting Planning

- 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://gunnisoncounty-org.zoom.us/j/89798905619
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT BOCC Minutes 11/19/24

Action Requested:

Parties to the Agreement:

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

Summary:

DRAFT BOCC Minutes 11/19/24

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: 12/13/2024

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

Agenda Date: 12/17/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
November 19, 2024

The November 19, 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
Matthew Hoyt, County Attorney
Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY BOARD OF EQUALIZATION MEETING:

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

ABSTRACT OF ASSESSMENT AFFIDAVIT; ASSESSOR'S OFFICE; 2024

Commissioner Houck introduced the report. CA Hoyt made some clarifications on the process.

RECESS: Due to unanswered questions, Commissioner Houck decided to recess the County Board of Equalization meeting until Assessor Kristy McFarland could be in attendance. He recessed the meeting at 8:34 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Commissioner Houck called the meeting to order at 8:34 am.

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

MINUTES APPROVAL: **Moved** by Commissioner Smith seconded by Commissioner Puckett Daniels to approve those meeting minutes as presented today. Motion carried unanimously.

1. November 5, 2024 Regular Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

1. 2025 Draft BOCC Meeting Schedule – Commissioner Houck introduced the draft 2025 BOCC Schedule. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the 2025 BOCC meeting schedule as presented in today's packet. Motion carried unanimously.

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

1. Acknowledgment of County Manager's Signature; Professional Services Agreement; Integrity Pro Roofing; Facilities; 11/5/2024 to 12/31/2024; $11,795
2. Contract Amendment #2; Contract No 24 IBEH 182014; Health and Human Services; 8/29/2023 to 6/30/2025; $13,626
3. Acknowledgment of County Manager's Approval; Funding Award; Cancer Prevention and Early Detection Community Outreach Budget for Fiscal Year 2024-2025; Health and Human Services; 1/1/2025 to 6/29/2025; $22,000
4. Memorandum of Understanding; Prowers County; Health and Human Services; 1/1/2025 to 12/31/2025; $300
5. Amendment #1; Agreement of Services; SITA Information Networking Computing USA Inc.; IT; 1/1/2025 to 12/31/2026; $98,064
6. Agreement for Cooperative Wildfire Protection; Department of Public Safety; Sheriff's Office; 5 years

COUNTY MANAGER'S REPORTS:

1. Department of Local Affairs (DOLA) Energy/ Mineral Impact Assistance Fund (EIAF) Tier 1 Grant Application – CM Birnie is asking for delegation of authority to him to submit the grant application when it is ready, due to having a deadline of the second. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to delegate signing authority to the County Manager for a DOLA Energy Impact Assistant Fund Grant for corridor planning. Motion carried unanimously.

HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2023; R003030; PARCEL NO. 3255-031-25-011; LOTS 23 & 24, BLOCK 4, CRESTED BUTTE; HARRY A MILLER IV Co-Deputy Assessor Appraisal Alexandra Cohen and Petitioner's Agent Mills Ford were present for discussion.

Commissioner Houck confirmed the hearing notice and that no ex parte communication occurred. Co-Deputy Assessor Cohen then described the subject's property and noted she selected four comparable

properties from the Crested Butte with three having similar quality and one having less quality. The Assessor's Office recommends a reduction from $4,757,120 to $4,017,210.

Mr. Ford introduced himself as a Certified Appraiser and relayed his appraisal for the subject's property which included five sales. He also discussed the property being sold in March of 2023.

Co-Deputy Assessor Cohen noted they cannot consider that sale because it is after the cutoff for the year in question. She also gave reasoning why the other properties stated by Mr. Ford were not able to be considered. Commissioner Puckett Daniels asked for clarification on the assessment dates as well as how he came up with his time adjusted sales factor. Commissioner Smith then asked Mr. Ford to comment more on his reasoning about the condition of the property on January 1, 2023. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the recommended value of $4,017,210 for the property as indicated in the record. Motion carried unanimously.

2025 WATER AND SEWER RATE RESOLUTIONS: Assistant County Manager for Public Works Martin Schmidt was present for discussion.

Assistant County Manager for Public Works Martin Schmidt relayed the reasoning for the fee and rate changes and noted that paying back loans are included in the fees. Commissioner Houck confirmed that the water is wholesale, but the loan was necessary and is needed be included in the rates. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve Resolutions 24-37, 38, 39, 40, 41, 42, and 43 as outlined in the publicly accessible packet. It has the rates included. These Resolutions would authorize the signature of all three members of the Board to approve these new rates. It also makes null the older resolutions and has us moving forward with these new rates. Motion carried unanimously.

1. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Antelope Hills Division of the Gunnison County Water and Sewer District, this Resolution Supersedes Resolution 23-35
2. Resolution; Establishing the Schedule of Fees and Rates for Water Service within the Antelope Hills Division of the Gunnison County Water and Sewer District, this Resolution Supersedes Resolution 23-36
3. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Dos Rios Division of the Gunnison County Water and Sewer District, this Resolution Supersedes Resolution 23-34
4. Resolution; Establishing the Schedule of Fees and Rates for Water Service within the Dos Rios Division of the Gunnison County Water and Sewer District, this Resolution Supersedes Resolution 23-37
5. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the North Gunnison Division of the Gunnison County Water and Sewer District, this Resolution Supersedes Resolution 23-33
6. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Somerset Division of the Gunnison County Water and Sewer District, this Resolution Supersedes Resolution 23-32
7. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Tomichi Division of the Gunnison County Water and Sewer District, this Resolution Supersedes Resolution 23-31

STIPULATION AND AGREEMENT BETWEEN APPLICANTS AND OPPOSERS; DRAFT PROPOSED DECREE; STORAGE WATER LEASE AGREEMENT; MT. EMMONS MINING COMPANY; 21CW3021

CA Hoyt noted Mount Emmons Mining Company is relinquishing all, but 100 acres of its conditional water rights associated with the area. The remaining 100 acres will be converted for the purpose of reclamation and remediation and further, to not use that water as long as the Town of Crested Butte provides them with 14-acre feet out of Lake Irwin. CA Hoyt expressed his gratitude with Mount Emmons Mining Company being a cooperative partner for this historic moment. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to authorize the County Attorney to execute the Stipulation and Agreement and to approve the findings of fact and conclusions of law, and all other papers necessary to settle and compromise the Mount Emmons Mining Company case. Motion carried unanimously.

BOUNDARY LINE ADJUSTMENT; LUC-24-00030; KCREM LLC Planner Rachael Blondy and Attorney David Leinsdorf were present for discussion.

Planner Blondy explained that this is to move the boundary line from the middle of lot 3 to between lot 3 and 4 and it is a miniscule adjustment for the owner who owns all that block. Commissioner Puckett Daniels confirmed both resulting parcel will be above one acre in accordance with the Resolutions for Wastewater Treatment Systems. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the boundary line adjustment for LUC-24-00030 as presented and authorize the Chair's signature on the plat. Motion carried unanimously.

BOUNDARY LINE ADJUSTMENT; LUC-24-00042; SKYLAND LOTS S85, S86, S87 Planner Rachael Blondy and Attorney David Leinsdorf were present for discussion.

DRAFT

Planner Blondy relayed that the owners of lots S85 and S87 co-purchased lot S86 together and they would like to divide that lot in half. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the boundary line adjustment for LUC-24-00042 and authorize the Chair's signature on the plat. Motion carried unanimously.

CONSERVATION EASEMENT GRANT AGREEMENT; GUNNISON RANCHLAND CONSERVATION LEGACY; SILVER SPRINGS RANCH; $102,300 & CONSERVATION EASEMENT GRANT AGREEMENT; GUNNISON RANCHLAND CONSERVATION LEGACY; FLYING W RANCH - VULCAN PROPERTY; $126,514 Geographic Information Services Manager Mike Pelletier and Stacy McPhail were present for discussion.

Geographic Information Services Manager Mike Pelletier relayed the Land Preservation Board has unanimously approved both. Ms. McPhail stated that Flying W Ranch - Vulcan is an assemblage piece that is a Natural Resources Conservation Services (NRCS) funded grant for Gunnison sage-grouse, grasslands of special significance. Silver Springs Ranch was part of Bar/Bar Ranch, and they negotiated a conservation buyer to purchase this property specific to placing a conservation. It is being managed by the son of the previous owner for hay production and grazing. Ms. McPhail also explained this land is a donation from the land owners. Commissioner Puckett Daniels asked CM Birnie for clarification on the Gunnison Area Community Plan and three-mile plan in relation to Silver Springs Ranch. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve grant agreements with the Gunnison Ranch Land Conservation Legacy for the Silver Springs Ranch in the amount of $102,300 and the Flying W Ranch, Vulcan Property in the amount of $126,514. Motion carried unanimously.

RECESS: Commissioner Houck recessed the Board of County Commissioners meeting at 9:34 am in order to recommence the County Board of Equalization Meeting.

GUNNISON COUNTY BOARD OF EQUALIZATION MEETING (CONT'D):

RECOMMENCEMENT: Commissioner Houck recommenced the County Board of Equalization Meeting at 9:35 am.

ABSTRACT OF ASSESSMENT AFFIDAVIT; ASSESSOR'S OFFICE; 2024 Assessor Kristy McFarland was present for discussion.

Commissioner Houck relayed the reasoning why it was paused earlier in the meeting. Assessor McFarland clarified why it was presented as it was and her reasoning on why it couldn't be signed ahead of time. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the 2024 final Abstract of Assessment and to authorize the Board's Chair on the certification of the Affidavit of Assessment. Commissioner Smith amended the motion to include the understanding that the Assessor will execute that as well. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Board of Equalization at 9:58 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS MEETING (CONT'D):

VOUCHERS AND TRANSFERS APPROVAL: Interim Finance Director Ana Canada presented the voucher approval report dated October 15, 2024 and the cash transfer authorization dated October 2024 for discussion and approval. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the voucher report in the amount of $5,231,019.33. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the cash transfer in the amount of $7,595,608.12 Motion carried unanimously.

TREASURER'S MONTHLY REPORT: County Treasurer Debbie Dunbar presented the October 2024 Treasurer's report, an investment report dated October 31, 2024 for discussion and acceptance. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to accept the Treasurer's Report as presented and authorize the Chair's signature. Motion carried unanimously.

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

COMMISSIONER ITEMS:

Commissioner Houck:

1. Marble – Commissioner Houck expressed thanks to CM Birnie and other entities for updates and the work with the incident in Marble.
2. Public Land Issues – Commissioner Houck noted he is talking with Senator Bennet about how to continue the Gunnison Outdoor Resource Protection (GORP) Act as well as the long term implications to the 20 Year Administrative Withdrawal that the Biden Administration put on the Thompson Divide.

3. Dan Gibbs – Commissioner Houck has had some conversations with Director of the Department of Natural Resources, Dan Gibbs on continuing the State Park Concept. They are working on setting a time for him and his team to come to Gunnison to begin formal discussions.
4. Tripartite Board – Commissioner Houck attended the meeting last Tuesday, and relayed the State evaluation came back positive as well as being in a good place with funding.
5. Gunnison Basin Roundtable – Commissioner Houck attended a meeting Monday night and he will report on that with the other water updates.
6. Taylor Adaptive Management Group – Commissioner Houck relayed they are looking at the forestry projects and vegetation management projects from the year as well as what is on the future in order to chase funding and resources as needed.
7. Bureau of Land Management (BLM) – Commissioner Houck stated the Bureau of Land Management is doing a planning process around outdoor recreation. He is also planning to attend a workshop and session in December in Denver.

Commissioner Smith:

1. Counties & Commissioners Acting Together (CCAT) – Commissioner Smith attended the Fall Policy Retreat on the 7th and 8th. She announced they have had a couple changes since the hiring process and feels like they are in good hands. She also noted they heard from the Governor's Office about some of the Governor's priorities such as providing incentives for modular construction. Commissioner Smith then stated they have set the legislative priorities for 2025 Legislative Session.
2. Immigrant Community– Commissioner Smith has connected with an involved member of the immigrant community regarding outreach.
3. Department of Local Affairs – Commissioner Smith met with Allison Geroge to discuss the challenges encountered with Proposition 123 money as it pertains to mobile home parks.
4. Southwest Colorado Opioid Regional Council – Commissioner Smith announced they have come to an agreement to extend contracted work offers to two people to assist with organization and administrative work.
5. Gunnison Valley Regional Transportation Authority (RTA) & Tourism and Prosperity Partnership Board (TAPP) – Commissioner Smith spoke with these members about the Dollar Store Parcel and collaboration between entities.
6. Joint Session – Commissioner Smith stated there is a joint session between the RTA and City of Gunnison this evening to discuss proposed enhanced bus stop on Highway 50.
7. Colorado Counties, Inc. Steering Committees (CCI) – Reagan Shane asked Commissioner Smith to be on a panel about modular housing and recommends CM Birnie attend as well.

Commissioner Puckett Daniels:

1. Gunnison Valley Regional Transportation Authority (RTA) – Commissioner Puckett Daniels relayed they have a rough draft of their strategic plan for the next five years and capital improvement plan. The focus going into the next five years is a better expanded and more robust bus system which include new buses and hiring a new bus operations manager.
2. Mt. Crested Butte – Commissioner Puckett Daniels noted that Mt. Crested Butte has been getting to know the three new town counselors and they are having a conversation tonight about funding for the Gunnison Valley Regional Housing Authority.
3. Town of Crested Butte – Commissioner Puckett Daniels virtually attended a meeting last night where the Town of Crested Butte agreed to fund $120,000 to the Gunnison Valley Regional Housing Authority, which is well below ask of $201,000 to $211,000. However, the Town of Crested Butte has expressed interest in increasing their funding allocation more in 2026 if 2025 has good results.
4. CB South – Commissioner Puckett Daniels pulled a meeting together with Sheriff Adam Murdie, Undersheriff Josh Ashe, POA Manager Derek Harwell and residents of CB South to discuss concerns. She also stated she has a scheduled meeting with Metro District to continue the conversations.

WHETSTONE HOUSING:

Commissioner Houck explained this is concerning the Gunnison County Housing Authority which is different from the Gunnison Valley Regional Housing Authority. CM Birnie introduced the documents and explained they are actions based on the discussion from the last work session. He noted there are some documents that were not completely ready and he is hoping to close the deal at the end of January.

1. Statement of Authority – CM Birnie explained this is to acknowledge their authority to accept and receive property. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the statement of authority and authorize the Chair's signature. Motion carried unanimously.
2. Quit Claim Deed; Gunnison County Housing Authority; 25115 State Highway 135, Crested Butte, CO 81224 – CM Birnie noted this is for the Whetstone Parcel and will transfer this from the Board of County Commissioners to the Gunnison County Housing Authority. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Quit Claim Deed for 25115 State Highway 135, Crested Butte, CO, Parcels 1, 2, 3, and 4 as outlined in Appendix A of the document. Commissioner Houck amended the motion to include Parcel number 5. Motion carried unanimously.

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3. Quit Claim Deed; Gunnison County Housing Authority; Stallion Park Condominiums, Elk Valley 65 and Elk Valley 85 Buildings – CM Birnie noted this will move these parcels from the Board of County Commissioners to the Gunnison County Housing Authority. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Quit Claim Deed for Stallion Park Condominiums, Elk Valley 65, and Elk Valley 85 buildings to the Gunnison County Housing Authority. CA Hoyt amended to motion to include and authorize the signature of the full Board. Motion carried unanimously.
4. Intergovernmental Agreement for Whetstone Workforce Housing, Utilities and Potential Annexation; Gunnison County Housing Authority – CM Birnie noted this obligates the Gunnison County Housing Authority to all the commitments made by the County and authorizes he County to enforce those provisions on the Gunnison County Housing Authority. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the IGA for the Whetstone Workforce Housing Utilities and Potential Annexation Agreement with the Gunnison County Housing Authority and authorize the Chair's signature. Motion carried unanimously.
5. Intergovernmental Agreement and Promissory Note for Whetstone Workforce Housing; Gunnison County Housing Authority – CM Birnie noted this is a loan from the General Fund of Gunnison County from the Board of County Commissioners to the Gunnison County Housing Authority to retire existing underlying debt that remains from the purchase of Whetstone. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the Intergovernmental Agreement and Promissory Note for Whetstone Workforce Housing Project with the Gunnison County Housing Authority and authorize the Chair's signature. Motion carried unanimously.
6. Resolution; Directing Workforce Housing Linkage Fee Revenues to the Gunnison County Housing Authority – CM Birnie stated this is to pledge the linkage fees to the Gunnison County Housing Authority. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Resolution 2024-44, a Resolution Directing Workforce Housing Linkage Fee Revenues to the Gunnison County Housing Authority and authorizing the signature of the full Board. Motion carried unanimously.

RECESS: Commissioner Houck recessed the Board of County Commissioners meeting at 10:41 am in order to call to order the Gunnison County Housing Authority meeting.

GUNNISON COUNTY HOUSING AUTHORITY:

CALL TO ORDER: Commissioner Houck called the meeting to order at 10:41 am.

WHETSTONE HOUSING:

1. Acceptance of Quit Claim Deeds – **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to accept the Quit Claim Deeds as executed by the Board of County Commissioners transferring properties to the Gunnison County Housing Authority. Motion carried unanimously.
2. Acceptance of Resolution Directing Workforce Housing Linkage Fee Revenues to the Gunnison County Housing Authority – **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to accept the Resolution directing workforce housing linkage fee revenues to the Gunnison County Housing Authority. Motion carried unanimously.
3. Intergovernmental Agreement and Promissory Note for Whetstone Workforce Housing; Gunnison County Housing Authority – **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels, to approve the Intergovernmental Agreement and Promissory Note for Whetstone Workforce Housing and authorize the Executive Secretary's signature. Motion carried unanimously.
4. Intergovernmental Agreement for Whetstone Workforce Housing, Utilities and Potential Annexation; Gunnison County Housing Authority – **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels, to approve the IGA for Whetstone Workforce Housing Utilities and Potential Annexation and authorize the Executive Secretary's signature. Motion carried unanimously.
5. Resolution; Delegating to the Executive Secretary of the Gunnison County Housing Authority the Authority to Negotiate and Execute All Contracts, Agreements, Applications and Other Documents and to Take All Necessary and Proper Actions Related to the Whetstone Community Housing Development and Ratifying All Previous Actions Thereto – CM Birnie explained this is delegate authority to him to do closing and sign those documents for the Gunnison County Housing Authority as done in a previous resolution approved for the Board of County Commissioners. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution 2024-001 Delegating to the Executive Secretary of the Gunnison County Housing Authority, the Authority to Negotiate and Execute All Contracts, Agreements, and Applications, and Other Documents, and to Take All Necessary and Proper Actions Related to the Whetstone Community Housing Development and Ratifying All Previous Actions Thereto. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the meeting at 10:57 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS MEETING (CONT'D):

COMMISSIONER ITEMS:

Commissioner Puckett Daniels:

6. QQ Meeting – Commissioner Puckett Daniels attended the QQ meeting in Avon last Friday. She relayed some land use items to Assistant County Manager for Community and Economic Development Cathie Pagano.

ADJOURN: Commissioner Houck adjourned the meeting at 10:58 am.

_____
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 GUNNISON COUNTY
RESOLUTION NO. 24-37

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 23-35

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Antelope Hills Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Antelope Hills Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due

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amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Availability Sewer Fee. An availability sewer fee will be charged for each parcel of real property in the Antelope Hills Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The availability sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is the line size from the main to the structure.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the meter fee. If an additional inspection is required, an additional inspection fee will be charged.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 19th day of November 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. 24-38

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR WATER SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 23-36

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must maintain the water lines and treatment facilities that supply the Antelope Hills HOA Distribution System; managed by others per Colorado Department of Health and Environment regulations; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Water User Fees. User fees will be charged upon final meter inspection by the Gunnison County Utility Department. Base user fees will be billed in advance and overage user fees will be billed in arrears.

3. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Antelope Hills Division which has water service available to that parcel but which parcel is not connected to the water distribution lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

4. Utility Investment Fee. There is a fee for water service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto.

5. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.

6. Minimum Charges. Antelope Hills HOA shall pay the minimum rate for four quarters per year regardless of the number of connected properties.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, an additional inspection fee will be charged.

9. Repair Responsibility. The County is responsible for costs associated with leaks and repairs on the bulk water supply line.

10. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, submit a written complaint to the District, and it is decided by the District that the complaint is warranted, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 19th day of November 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

BOARD OF COUNTY COMMISSIONERS

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OF GUNNISON COUNTY
RESOLUTION NO. 24-39

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 23-34

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Dos Rios Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Dos Rios Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Availability Sewer Fee. An availability sewer fee will be charged for each parcel of real property in the Dos Rios Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The availability sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the main to the structure when no meter is present.

6. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

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9. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, an additional inspection fee will be charged.

10. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 19th day of November 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. 24-40

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR WATER SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 23-37

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must upgrade and maintain the water lines and treatment facilities within the Dos Rios Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Water User Fees. User fees for each residence will be charged upon final meter inspection by the Gunnison County Utility Department. Any user with a three-quarter inch (3/4") meter will be considered a residential user for billing purposes. Additionally, all integrated secondary residences, secondary or accessory residences, multiple-family residences, townhomes, or condominiums will be billed at the residential rate. Base user fees will be billed in advance and overage user fees will be billed in arrears.

3. Commercial Water User Fees. User fees for each commercial connection will be charged upon final meter inspection by the Gunnison County Utility Department. Base user fees will be billed in advance and overage user fees will be billed in arrears. The base user fee will equal the product of the Equivalent Residential Units (ERUs), seventy-five percent (75%), and the current residential base rate according to Appendix A attached hereto. The ERUs will equal the product of the factor according to Appendix C and the number of factor units according to Appendix C.

The base gallons for each commercial connection will equal the product of the ERUs and the residential base gallons according to Appendix A attached hereto.

4. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Dos Rios Division which has water service available to that parcel but which parcel is

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not connected to the Division water lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for water service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to meter size. The utility investment fee includes the cost of a Gunnison County water meter and required installation materials. This fee also includes the first inspection of the meter. If an additional inspection is required, the additional inspection fee will be charged.

6. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the water system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, an additional inspection fee will be charged.

10. Repair Responsibility. Customers are responsible for costs associated with leaks and repairs that occur after water has passed through the curb stop. The County is responsible for costs associated with leaks and repairs on the main line, the service line that reaches from the main line to the curb stop, and the curb stop.

11. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, submit a written complaint to the District, and it is decided by the District that the complaint is warranted, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.

12. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 19th day of November 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. 24-41

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 23-33

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the North Gunnison Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the North Gunnison Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate (partial tap) according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Availability Sewer Fee. An availability sewer fee will be charged for each parcel of real property in the North Gunnison Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The availability sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the North Gunnison Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the North Gunnison Division unless the utility investment fee for that parcel has been paid in full as set forth above.

9. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, an additional inspection fee will be charged.

10. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 19th day of November 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

BOARD OF COUNTY COMMISSIONERS

DRAFT

OF GUNNISON COUNTY
RESOLUTION NO. 24-42

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE SOMERSET DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 23-32

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the collection lines and sewage treatment system providing service to the Somerset Division; and

WHEREAS, Gunnison County must upgrade the treatment system within the Somerset Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. User fees will be billed in advance.

3. Availability Sewer Fee. An availability sewer fee will be charged for each parcel of real property in the Somerset Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The availability sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

4. Utility Investment Fee. There is a fee for sewer service tap connection within the Somerset Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Somerset Division unless the utility investment fee for that parcel has been paid in full as set forth above.

9. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, an additional inspection fee will be charged.

10. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

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BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 19th day of November 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. 24-43

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE TOMICHI DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 23-31

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Tomichi Division; and

WHEREAS, Gunnison County must upgrade and maintain the lift station and force main within the Tomichi Division; and

WHEREAS, the Tomichi Division currently serves a single customer; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The customer currently served by the Tomichi Division will pay actual costs of operation and maintenance of the Tomichi Division. Payments will be made on a reimbursement basis, billed by the end the month following each calendar quarter. Amounts due will be considered past due if unpaid by the end of the calendar quarter following the then current calendar quarter. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Utility Investment Fee. There is a fee for sewer service tap connection within the Tomichi Division for each connection based on Appendix A attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

3. Minimum Charges. The user connected to the system shall pay the actual costs four quarters per year whether or not the property is occupied or the sewer system is used.

4. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

5. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 19th day of November 2024.

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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. 2024-44

A RESOLUTION DIRECTING WORKFORCE HOUSING LINKAGE FEE REVENUES TO THE GUNNISON COUNTY HOUSING AUTHORITY

WHEREAS, Gunnison County, Colorado ("County"), is a duly organized and existing county, created and established by Article XIV, Section 1 of the Colorado Constitution and C.R.S. § 30-5-129, and empowered to hold and transfer title to real property pursuant to C.R.S. §§ 30-11-101(1)(b) and (c), 30-11-102 and other applicable law.

WHEREAS, the Gunnison County Housing Authority ("CHA") is a county housing authority created and operating under the Constitution and laws of the State of Colorado, particularly C.R.S. § 29-4-501 *et seq.*;

WHEREAS, the Gunnison County Board of County Commissioners ("Board") first authorized the creation of the CHA by Resolution Nos. 1979-33 and 1979-34;

WHEREAS, the current and operating CHA was formed on August 17, 1982, pursuant to the Certificate of Formation of the Gunnison County Housing Authority, said Certificate being accepted by the Colorado Division of Housing on August 18, 1982;

WHEREAS, pursuant to C.R.S. § 29-4-503 and the foregoing resolutions and Certificate, CHA was duly created upon a finding by the Board that there is a shortage of decent, safe, and sanitary housing in the County, and the foregoing Certificate evidenced this finding by the Board;

WHEREAS, by Resolution No. 2006-44, as amended, the Board enacted a workforce housing linkage fee due to the shortage of housing within the County, and further provided for its collection and accounting;

WHEREAS, by Resolution No. 2006-44, the Board directed that the workforce housing linkage fee revenues be used exclusively for essential housing, including but not limited to the costs of administering programs related to essential or affordable housing;

WHEREAS, the Board finds that the mission of CHA is consistent with the purposes of the workforce housing linkage fee, such that it is both necessary and proper to direct workforce housing linkage fee revenues to CHA in order to promote and fulfill CHA's purpose;

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

1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Board.

2. The revenues collected and accounted for from the Workforce Housing Impact Fee or workforce housing linkage fee, and all interest earned on such revenues as contained in and collected in the Workforce Housing Impact Fee account, shall be directed to the CHA, for at least as long as any and all indebtedness of CHA related to any pending or future workforce or affordable housing project or expense is paid in full, including but not limited to any bonds, notes or other financial guarantees, further including but not limited to CHA's General Revenue Bonds (Whetstone Housing Project), Series 2024.

3. Nothing in this Resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.

4. All other orders, instructions, motions and resolutions, or parts thereof, inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This paragraph shall not be construed to revive or revise any ordinance, motion, order, or resolution, or part thereof, heretofore repealed. To the extent any ambiguity exists between any ordinance, resolution, motion, order, statement or instruction by the Board, whether existing before or after passage of this Resolution, this Resolution shall control. No statement or writing by any Board member, whether in a meeting of the Board or not, shall purport to amend, alter, supplement or override the express terms of this Resolution,

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and no such statement or writing may be relied upon by any person in relation to this Resolution.

5. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

6. This Resolution shall be in full force and take effect immediately upon its passage and approval, and if approved shall, to the fullest extent permitted by law, apply retroactively and *nunc pro tunc*, and shall remain in effect unless and until repealed or amended by subsequent Resolution; provided, however that this Resolution cannot be repealed until all indebtedness of CHA paid from amounts described in paragraph 2 hereof are paid in full.

INTRODUCED Commissioner Puckett Daniels, seconded by Commissioner Smith and adopted this 19th day of November 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2024-001

A RESOLUTION DELEGATING TO THE EXECUTIVE SECRETARY OF THE GUNNISON COUNTY HOUSING AUTHORITY THE AUTHORITY TO NEGOTIATE AND EXECUTE ALL CONTRACTS, AGREEMENTS, APPLICATIONS AND OTHER DOCUMENTS AND TO TAKE ALL NECESSARY AND PROPER ACTIONS RELATED TO THE WHETSTONE COMMUNITY HOUSING DEVELOPMENT AND RATIFYING ALL PREVIOUS ACTIONS THERETO

WHEREAS, the Gunnison County Housing Authority ("CHA") is a county housing authority created and operating under the Constitution and laws of the State of Colorado, particularly C.R.S. § 29-4-501 *et seq.*;

WHEREAS, the Gunnison County Board of County Commissioners first authorized the creation of the CHA by Resolution Nos. 1979-33 and 1979-34;

WHEREAS, the current and operating CHA was formed on August 17, 1982, pursuant to the Certificate of Formation of the Gunnison County Housing Authority, said Certificate being accepted by the Colorado Division of Housing on August 18, 1982;

WHEREAS, CHA is authorized pursuant to C.R.S. § 29-4-505 to "make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority", to "to exercise any of the public powers granted to city housing authorities" and to "do all acts and things necessary or convenient to carry out the powers" of CHA;

WHEREAS, pursuant to its bylaws first adopted by Gunnison County Resolution No. 1979-34 and C.R.S. § 29-4-504(5), the CHA Board has appointed the County Manager to act as the Executive Secretary of CHA;

WHEREAS, pursuant to its bylaws and C.R.S. § 29-4-504(5), the CHA Board "may delegate to one or more of its agents or employees such powers or duties as it may deem proper[;]"

WHEREAS, pursuant but not limited to the foregoing authorities, the CHA Board is authorized and empowered by the laws of the State of Colorado to ratify and confirm past acts and decisions of the Executive Secretary and other agents, officers and employees of CHA;

WHEREAS, the CHA Board affirms its authority to retroactively approve and ratify actions taken by the Executive Secretary in the best interest of CHA as well as to further formalize all past delegations of authority to the Executive Secretary and other County officers and employees by the CHA Board;

WHEREAS, by deed from the Gunnison County Board of County Commissioners, CHA has acquired or will acquire parcel(s) of real property, including that located at 25115 Hwy 135 and legally described as a tract of land in the NW1/4 SE1/4, Section 12, Township 14 South, Range 86 West, and known as the "Whetstone Property", for the purpose of CHA to construct, administer and operate a community workforce housing development on said property, known as the "Whetstone Project";

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WHEREAS, by Resolution No. 2024-35, the Gunnison County Board of County Commissioners approved the Preliminary and Final Plan for the Whetstone Project under the *Gunnison County Land Use Resolution* ("LUR");

WHEREAS, the Executive Secretary and the CHA Board anticipate that the Executive Secretary will be required to execute additional agreements and contracts and take such additional and appropriate steps to construct, further develop, finance, administer, operate and complete the Whetstone Project in order to provide attainable workforce housing in Gunnison County;

WHEREAS, the CHA Board finds it in the best interest of the CHA to delegate to the Executive Secretary and to the staff of the County the authority to construct, operate and administer the Whetstone Property and the Whetstone Project;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority that

1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the CHA Board.

2. The Board hereby delegates to the Executive Secretary, who is also the County Manager, or his or her designee, the authority to take all acts and negotiate and execute all contracts, agreements, applications, and other such documents necessary and appropriate relating to the Whetstone Property and the Whetstone Project, including but not limited to:

   a. All acts, agreements or documents necessary to acquire, purchase, lease, assign, exchange, sale, or encumber the Whetstone Property and surrounding properties;

   b. All acts, agreements, or documents necessary for the sale, lease, assignment, transfer or dedication of any property interest held or acquired by CHA with regard to the Whetstone Property, including but not limited to the assignment, transfer or lease of water rights, easements, rights of way and the dedication, assignment or transfer of roads, utility infrastructure or improvements to the Whetstone Property;

   c. All acts, agreements, or documents necessary for continued compliance with the land use change permit for the Whetstone Project issued by the Gunnison County Board of County Commissioners under Resolution No. 2024-35;

   d. All acts, agreements, or documents necessary to secure utility services to the Whetstone Project including but not limited to compliance with existing agreements necessary for such utilities and for potential municipal annexation of the Whetstone Property;

   e. All acts, agreements, or documents necessary to lease residential units to residents or tenants of the Whetstone Property; and

   f. All acts, agreements, or documents necessary for the development, construction, and financing of the Whetstone Project, including but not limited to all contracts or agreements with any other governmental entity, financial institution, broker, lender, developer, designer, builder, attorney, accountant or other such contractor or good or service provider for the development, construction, and financing of the Whetstone Project.

3. All action heretofore taken not expressly inconsistent with the provisions of this Resolution by the CHA Board or the officers, agents or employees of the County, including but not limited to the Executive Secretary relating to the Whetstone Property and the Whetstone Project, including but not limited to those actions set forth in the foregoing recitals, and also including but not limited to:

   a. The acquisition, purchase, lease, assignment, exchange, sale or encumbrance of the Whetstone Property and surrounding properties;

   b. The sale, lease, assignment, transfer or dedication of any property interest held or acquired by CHA with regard to the Whetstone property, including but not limited to the assignment, transfer or lease of water rights, easements, rights of way and the dedication, assignment or transfer of roads, utility infrastructure or improvements to the Whetstone Property;

   c. Compliance with the land use change permit for the Whetstone Project under the LUR;

   d. All agreement(s) with the Town of Crested Butte, special districts and other service providers to provide utility services to the Whetstone Project, including but not limited to any agreement, application or other such paper or process related to potential annexation of the Whetstone Property by the Town of Crested Butte; and

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e. All agreement(s) with any other governmental entity, financial institution, broker, lender, developer, designer, builder, attorney, accountant or other such contractor or good or service provider for the development, construction, and financing of the Whetstone Project;

Are hereby ratified, approved and confirmed *nunc pro tunc*.

4. The Executive Secretary, and other employees and officials of Gunnison County are hereby authorized and directed on behalf of CHA to execute and deliver for and on behalf of the County any and all additional certificates, documents and other papers, and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Resolution. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by the Executive Secretary prior to the execution of the documents, except that all such documents shall be provided to the County Attorney or his or her designee, or other counsel for the CHA, for review for legal sufficiency prior to execution. The execution of any instrument by the appropriate officers of CHA herein authorized shall be conclusive evidence of the approval by CHA of such instrument in accordance with the terms hereof.

5. Nothing in the resolution shall be construed to afford any person or entity any cause of action against CHA, Gunnison County, or any of their respective officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.

6. All orders, instructions, motions and resolutions, or parts thereof, inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This paragraph shall not be construed to revive or revise any ordinance, motion, order, or resolution, or part thereof, heretofore repealed. To the extent any ambiguity exists between any ordinance, resolution, motion, order, statement or instruction by the Board, whether existing before or after passage of this Resolution, this Resolution shall control. No statement or writing by any CHA Board member, whether in a meeting of the Board or not, shall purport to amend, alter, supplement or override the express terms of this Resolution, and no such statement or writing may be relied upon by any person in relation to this Resolution.

7. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

8. This Resolution shall be in full force and take effect immediately upon its passage and approval, and shall remain in effect unless and until repealed or amended by subsequent Resolution.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 19th day of November 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 12/10/2024

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The draft 12/10/2024 BOCC meeting minutes are attached for consideration.

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

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

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

Agenda Date: 12/17/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
December 10, 2024

The December 10, 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
Matthew Hoyt, County Attorney
Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

CALL TO ORDER: Chairperson Houck called the meeting to order at 5:32 pm.

ACCEPTANCE OF COUNTY ASSESSOR'S RESIGNATION: Gunnison County Assessor Kristy McFarland was present for discussion. She submitted her letter of resignation on 11/14/2024, and she requested that her last day of service be 1/13/2025 to coincide with when her replacement would take the oath of office on 1/14/2025. The resignation letter was included in the meeting packet materials.

Resignation of a Colorado County elected official (other than a commissioner) requires the acceptance of the Board of County Commissioners. The Board will appoint a new Assessor on 1/13/2025, and that person will serve as Assessor for the remainder of what would have been Ms. McFarland's term. **MOVED** by Commissioner Houck, seconded by Commissioner Puckett Daniels to accept the letter of resignation that is effective 1/14/2025 from Kristy McFarland as our County Assessor. (Commissioner Houck initially stated that the resignation would be effective 1/13/2025, and later amended the motion to change the date to 1/14/2025.) The Board thanked Ms. McFarland for her service to the community via her role as County Assessor over the last 18 years. Motion carried unanimously. The position will be noticed to the community with instructions for individuals to express interest. Appointment of the next Assessor will require a Board resolution.

Party affiliation will not be a consideration as the Board decides on a replacement. The Board directed staff to run an advertisement in both local papers. CM Birnie suggested that letters of interest should be accepted until 1/2/25, interviews be held on 1/7/25, and appointment be made on 1/14/25. The Board agreed with this approach.

BREAK: The meeting recessed from 5:52 until 5:55 pm in order to hold the below public hearing.

PUBLIC HEARING; PROPOSED 2025 GUNNISON COUNTY BUDGET: Interim Finance Director Ana Canada was present for discussion.

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 5:52 pm.
2. Public Notice Confirmation. Clerk to the Board Haase confirmed that the Public Hearing had been properly public noticed.
3. Identify Ex Parte Communications. N/A
4. Staff Presentation. The presentation was included in the meeting packet.
5. Applicant Presentation. N/A
6. Board Questions. Commissioner Houck thanked the staff for their work in creating the draft budget.
7. Public Comments. Chairperson Houck opened the Public Hearing to comments at 5:53 pm, and no comments were provided.
8. Acknowledge Correspondence Received. No additional correspondence was identified.
9. Applicant Response. N/A
10. Close Public Hearing. Chairperson Houck closed the Public Hearing at 5:55 pm and immediately reconvened the Gunnison County Board of County Commissioners meeting.

The budget is scheduled for adoption on 12/12/24 at 9:00 am. Certification of the mill levies is scheduled to take place on 12/20/24 at 9:00 am.

ADJOURN: Commissioner Houck adjourned the meeting at 5:59 pm.

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_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 12/12/2024

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The draft 12/12/2024 meeting minutes are attached for consideration.

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

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

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

Agenda Date: 12/17/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
December 12, 2024

The December 12, 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 (ABSENT)
Matthew Hoyt, County Attorney
Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY HOUSING AUTHORITY SPECIAL MEETING:

CALL TO ORDER: Commissioner Houck called the meeting to order at 9:00 am.

2025 GUNNISON COUNTY HOUSING AUTHORITY BUDGET ADOPTION: Interim Finance Director Ana Canada was present for discussion.

1. Resolution; Adopting a Budget for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025. **MOVED** by Commissioner Houck, seconded by Commissioner Smith to adopt and approve Resolution #2024-002, a Resolution Adopting a Budget for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025 as presented. Motion carried unanimously.
2. Resolution; Appropriating Revenues for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025. **MOVED** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution #2024-003, Appropriating Revenues for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025 as presented. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the meeting at 9:04 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT SPECIAL MEETING: IFD Canada was present for discussion.

CALL TO ORDER: Commissioner Houck called the meeting to order at 9:04 am.

2025 GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BUDGET ADOPTION:

1. Resolution; Adopting a Budget for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025. **MOVED** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution #2024-1, Adopting a Budget for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025 as presented. Motion carried unanimously.
2. Resolution; Appropriating Revenues for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025. **MOVED** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution #2024-2, Appropriating Revenues for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025 as presented. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the meeting at 9:05 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING: IFD Canada was present for discussion.

CALL TO ORDER: Commissioner Houck called the meeting to order at 9:05 am.

2025 GUNNISON COUNTY BUDGET ADOPTION:

1. Resolution; Adopting a Budget for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025. **MOVED** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution #2024-45, a Resolution Adopting a Budget for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025 as presented. Motion carried unanimously.
2. Resolution; Appropriating Revenues of the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025. **MOVED** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution #2024-46, a Resolution Appropriating Revenues of the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025 as presented. Motion carried unanimously.
3. Resolution; Setting the Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025. A slightly revised resolution was provided by IFD Canada. **MOVED** by Commissioner Houck, seconded by Commissioner Smith to adopt and approve Resolution #2024-47, a Resolution Setting the Mill Levy for the County of Gunnison, Colorado for

the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025 as presented. Motion carried unanimously.

4. Resolution; Setting the Temporary Tax Credit Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025. A slightly revised resolution was provided by IFD Canada. **MOVED** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution #2024-48, a Resolution Setting the Temporary Tax Credit Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025 as presented. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the meeting at 9:09 am.

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2024-002

A RESOLUTION ADOPTING A BUDGET FOR THE GUNNISON COUNTY HOUSING AUTHORITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025

WHEREAS, the Board of the Gunnison County Housing Authority did on the 10th day of December, 2024, consider a proposed budget covering the fiscal operations of the County of Gunnison for fiscal year 2025; and

WHEREAS, public notice of such budget hearing was published as required by law on November 7th, 2024; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that the budget of the fiscal year beginning January 1, 2025, and ending December 31, 2025, which was considered at the public hearing on December 10, 2024, and finally accepted by the Board on the 12th day of December, 2024, be and the same (and attached hereto) hereby is approved and adopted as the budget for the Gunnison County Housing Authority for the fiscal year 2025 beginning January 1, 2025, and ending December 31, 2025.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 12th day of December, 2024.

GUNNISON COUNTY HOUSING AUTHORITY

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

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2024-003

A RESOLUTION APPROPRIATING REVENUES FOR THE GUNNISON COUNTY HOUSING AUTHORITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

WHEREAS, the Board of the Gunnison County Housing Authority has adopted a budget for the fiscal year beginning January 1, 2025, and ending December 31, 2025, in accordance with the statutes of the State of Colorado,

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that the following sums of money or as much thereof as may be authorized by law and as may be needed or deemed necessary to defray all expenses and liabilities of the Gunnison County Housing Authority, be and the same hereby are appropriated for the lawful purposed and objectives of the Gunnison County Housing Authority during the 2025 fiscal year:

Gunnison County Housing Authority	$132,170,390
Total Appropriations	$132,170,390

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 12th day of December, 2024.

GUNNISON COUNTY HOUSING AUTHORITY

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

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2024-1

A RESOLUTION ADOPTING A BUDGET FOR THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

WHEREAS, the Board of the Gunnison County River Valley Local Marketing District did on the 10th day of December, 2024, consider a proposed budget covering the fiscal operations of the County of Gunnison for fiscal year 2025; and

WHEREAS, public notice of such budget hearing was published as required by law on October 24th and October 25th, 2024; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that the budget of the fiscal year beginning January 1, 2025, and ending December 31, 2025, which was considered at the public hearing on December 10th, 2024, and finally accepted by the Board on the 12th day of December, 2024, be and the same (and attached hereto) hereby is approved and adopted as the budget for the Gunnison River Valley Local Marketing District for the fiscal year 2025 beginning January 1, 2025, and ending December 31, 2025.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 12th day of December, 2024.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

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

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2024-2

A RESOLUTION APPROPRIATING REVENUES FOR THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

WHEREAS, the Board of the Gunnison River Valley Local Marketing District has adopted a budget for the fiscal year beginning January 1, 2025, and ending December 31, 2025, in accordance with the statutes of the State of Colorado,

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that the following sums of money or as much thereof as may be authorized by law and as may be needed or deemed necessary to defray all expenses and liabilities of the Gunnison River Valley Local Marketing District, be and the same hereby are appropriated for the lawful purposes and objectives of the Gunnison River Valley Local Marketing District during the 2025 fiscal year:

Gunnison River Valley Local Marketing District	$3,426,500
Total Appropriations	$3,426,500

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 12th day of December, 2024.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

DRAFT

RESOLUTION NO. 2024-45

A RESOLUTION ADOPTING A BUDGET FOR THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado did on the 10th day of December, 2024 consider a proposed budget covering the fiscal operations of the County of Gunnison for fiscal year 2024; and

WHEREAS, public notice of such budget hearing was published as required by law on November 7th, 2024; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the budget of the fiscal year beginning January 1, 2025 and ending December 31, 2025, which was considered at the public hearing on December 10, 2024, and finally accepted by the Board on the 12th day of December, 2024, be and the same (and attached hereto) hereby is approved and adopted as the budget for the County of Gunnison, Colorado, for the fiscal year 2025 beginning January 1, 2025, and ending December 31, 2025.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 12th day of December, 2024.

BOARD OF COUNTY COMMISSIONERS OF
GUNNISON COUNTY, COLORADO

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2024-46

A RESOLUTION APPROPRIATING REVENUES OF THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado, has adopted a budget for the fiscal year beginning January 1, 2025, and ending December 31, 2025, in accordance with the statutes of the State of Colorado:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following sums of money or as much thereof as may be authorized by law and as may be needed or deemed necessary to defray all expenses and liabilities of the County, be and the same hereby are appropriated for the lawful purposes and objects of the County of Gunnison during the 2025 fiscal year:

General Fund	$25,372,607
Road & Bridge Fund	7,233,567
Human Services Fund	6,202,834
Conservation Trust Fund	82,000
Sales Tax Fund	4,527,000
Land Preservation Fund	700,000
Mosquito Control District Fund	112,210
Sage Grouse Trust Fund	76,710
Risk Management Fund	100,000
Public Health Agency Fund	2,416,977
Public Trustee Agency Fund	114,698
Capital Expenditures Fund	1,610,000
Debt Service Fund	2,400,774
Airport Operations Fund	6,405,259
Gunnison County Sewer District Fund	1,736,731
Gunnison County Water District Fund	776,990
Solid Waste Fund	1,776,960
Internal Service I Fund	4,288,250
Internal Service II Fund	865,408
Internal Service III Fund	2,579,000
Gunnison Valley Transportation Authority	9,388,108
Gunnison Valley Health Fund	104,343,283
TOTAL APPROPRIATIONS	$183,109,636

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 12th day of December, 2024.

BOARD OF COUNTY COMMISSIONERS OF
GUNNISON COUNTY, COLORADO

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2024-47

A RESOLUTION SETTING THE MILL LEVY FOR THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has adopted a budget for the fiscal year beginning January 1, 2025, and ending December 31, 2025, in accordance with the statutes of the State of Colorado, which budget includes revenues from ad valorem taxes; and

WHEREAS, the Board of County Commissioners has also appropriated the necessary revenues for the said 2025 fiscal year as authorized by law in accordance with the statutes of the State of Colorado; and

WHEREAS, the Gunnison County Assessor has certified the 2024 total net assessed valuation of $1,128,048,240;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following mill levies are hereby established and levied upon the total valuation for assessment of all taxable property within Gunnison County for the fiscal year 2024:

	General Operating	Tax Abatement	Total
General Fund	11.958	.010	11.968
Hospital Fund (GHCC)	0.992	.000	0.992
Human Services Fund	0.414	.000	0.414
	13.367	.010	13.374
Total Mill Levy			13.374

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 12th day of December, 2024.

BOARD OF COUNTY COMMISSIONERS OF
GUNNISON COUNTY, COLORADO

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2024-48

A RESOLUTION SETTING THE TEMPORARY TAX CREDIT MILL LEVY FOR THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has adopted a budget for the fiscal year beginning January 1, 2025, and ending December 31, 2025, in accordance with the statutes of the State of Colorado, which budget includes revenues from ad valorem taxes; and

WHEREAS, the Board has determined that the permanent mill levy of 17.075 mills will raise excess revenues; and

WHEREAS, the revenue limit created by the Constitution and the laws of the State of Colorado will be reached by a mill levy of 13.364, plus a refund/abatement mill levy of 0.010 for a total mill levy of 13.374; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that this Board refund the excess revenue raised through a temporary tax credit of 3.711 mills to be applied to each tax schedule issued by the County Assessor and Treasurer.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 12th day of December, 2024.

BOARD OF COUNTY COMMISSIONERS OF
GUNNISON COUNTY, COLORADO

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

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *12/13/2024 thru 1/31/2025*

Board of County Commissioners

1. **BOCC Regular Meeting**
   December 17, 2024, All Day @ BOCC Boardroom
   More Details
2. **Joint Public Hearing**
   December 19, 2024, 8:45 AM - 12:00 PM @ Planning Commission Meeting Room

   Joint Pubic Hearing - Agenda and Packet materials are added.

   More Details
3. **BOCC Regular Meeting**
   January 7, 2025, All Day @ BOCC Boardroom
   More Details
4. **Joint Public Hearing**
   January 9, 2025, 8:45 AM - 12:00 PM @ Planning Commission Meeting Room

   Joint Public Hearing - Agenda and Packet materials to be added

   More Details
5. **BOCC Special Meeting & Work Session**
   January 14, 2025, All Day @ BOCC Boardroom
   More Details
6. **BOCC Regular Meeting**
   January 21, 2025, All Day @ BOCC Boardroom
   More Details
7. **BOCC Work Session**
   January 28, 2025, All Day @ BOCC Boardroom
   More Details

Gunnison County Organization

1. **Holiday - Christmas Eve & Christmas Day - Offices Closed**
   December 24, 2024 - December 25, 2024

   More Details

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2024 County & Housing Authority Budget Amendment R

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

2024 Budget Amendments for Gunnison County and Housing Authority

Fiscal Impact:

Submitted by: Ana Canada **Submitter's Email Address:** acanada@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
Legally sufficient. SO 12/10/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/10/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2024-__

A RESOLUTION AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2024 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for Gunnison County for fiscal year 2024 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, those revenues and expenditures can now be identified;

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

1. General Fund. The revenues are increased in the amount of $413,072 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $482,156 as detailed by account numbers on Appendix A attached.
2. Public Works Fund. The revenues are decreased in the amount of $100,000 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $204,230 as detailed by account numbers on Appendix A attached.
3. Human Services Fund. The revenues are increased in the amount of $64,179 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $61,301 as detailed by account numbers on Appendix A attached
4. Public Health Fund. The revenues are increased in the amount of $254,820 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $423,386 as detailed by account numbers on Appendix A attached.
5. Sales Tax Fund. The expenditures are increased in the amount of $1,400,000 as detailed by account numbers on Appendix A attached.
6. Transportation Authority Fund. The revenues are increased in the amount of $191,300 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $932,256 as detailed by account numbers on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the County, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2023-27 and 2023-30 respectively - for Gunnison County for the fiscal year beginning January 1, 2024 and ending December 31, 2024; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 17th day of December 2024.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett-Daniels, Commissioner

Attest:

_____
Deputy County Clerk

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
01100000	44807		CONSERVATION BUDGET AMENDMENT	BJE 526		80,000.00		01	REV
01100000	44812		CONSERVATION BUDGET AMENDMENT	BJE 526	80,000.00			01	REV
01113000	44279	G3900	ADD HAVA GRANT TO BUDGET	BJE 536		44,736.00		01	REV
01119010	44261	G3210	UPDT SAR GRANT TO CORRECT ORG	BJE 549	20,000.00			01	REV
01119010	44272	G3210	UPDT SAR GRANT TO CORRECT ORG	BJE 549		20,000.00		01	REV
01152000	44225	G1032	DECREASE RCORP GRANT ENDED	BJE 539	72,938.00			01	REV
01152000	44265	G3580	INCREASE CDOT BUDGET	BJE 554		12,302.00		01	REV
01152000	44282	G7600	INCREASE YOUTH WELLNESS	BJE 542	1,000.00			01	REV
01152000	44291	G7600	INCREASE YOUTH WELLNESS	BJE 542		4,830.00		01	REV
01152000	44497	G5100	ADD PROJECT HOPE GRANT	BJE 528		13,683.00		01	REV
01152000	44497	G7600	INCREASE YOUTH WELLNESS	BJE 542		3,070.00		01	REV
01152000	44498	G7600	INCREASE YOUTH WELLNESS	BJE 542		2,100.00		01	REV
01158000	44299	G7800	INCREASE BH WORKFORCE DEVELOP	BJE 541		25,878.00		01	REV
01158000	44497	G7800	INCREASE BH WORKFORCE DEVELOP	BJE 541	21,000.00			01	REV
01530000	44239	g1500	ADD NCOA GRANT TO BUDGET	BJE 526		17,000.00		01	REV
01550000	44290	G5080	INCREAS A & W GRANT	BJE 545		18,000.00		01	REV
01550000	44398	G7102	INCREASE ECC THB	BJE 553		70.00		01	REV
01550000	44497	G7199	ADD BUELL WORKFORCE GRANT	BJE 531		64,000.00		01	REV
01550000	44497	G7106	ADD FFN GRANT TO BUDGET	BJE 532		21,450.00		01	REV
01550000	44497	G7102	INCREASE ECC THB	BJE 553		17,021.00		01	REV
01550000	44497	G7106	INCREASE FFN GRANT BUDGET	BJE 558		4,250.00		01	REV
01550000	44497	G7121	INCREASE MRS BUDGET	BJE 543		10,384.00		01	REV
01550000	44497	G7510	ADD CAC GRANT TO BUDGET	BJE 547		10,000.00		01	REV
01560000	44242		INCREASE FAMILY PLANNING ACTIV	BJE 551		1,500.00		01	REV
01560000	44259		INCREASE FAMILY PLANNING ACTIV	BJE 551	5,500.00			01	REV
01560000	44398		INCREASE FAMILY PLANNING ACTIV	BJE 551	2,000.00			01	REV
01560000	44497	G7720	ADD GRANT TO BUDGET	BJE 534		5,000.00		01	REV
01560000	44498		INCREASE FAMILY PLANNING ACTIV	BJE 551		300.00		01	REV
01560000	44912		INCREASE FAMILY PLANNING ACTIV	BJE 551		13,000.00		01	REV
01703000	44104	G4040	ADD IMPACT FEES TO BUDGET	BJE 560		40,000.00		01	REV
01703000	44279	G4040	ADD ENERGY CODE GRANT	BJE 534		61,500.00		01	REV
01703000	44279	G4050	ADD GVBCC GRANT TO BUDGET	BJE 535		90,000.00		01	REV
01705000	44261	G3730	INCREASE THREE MILE PLAN	BJE 526		25,000.00		01	REV
01705000	44289	G5060	ADD OVPP TO BUDGET	BJE 533		9,936.00		01	REV
01814000	44803		CORRECT BUDGET	BJE 523		500.00		01	REV
			GENERAL FUND REVENUES		**202,438.00**	**615,510.00**	**(413,072.00)**		
01101020	57324		CONTRACTED SERVICES	BJE 529	7,500.00			01	EXP
01108010	56610	G3210	UPDT SAR GRANT TO CORRECT ORG	BJE 549		20,000.00		01	EXP
01113000	56120	G3900	ADD HAVA GRANT TO BUDGET	BJE 536	210.00			01	EXP
01113000	56140	G3900	ADD HAVA GRANT TO BUDGET	BJE 536	13,800.00			01	EXP
01113000	56610	G3900	ADD HAVA GRANT TO BUDGET	BJE 536	2,315.00			01	EXP
01113000	56611	G3900	ADD HAVA GRANT TO BUDGET	BJE 536	500.00			01	EXP
01113000	57022	G3900	ADD HAVA GRANT TO BUDGET	BJE 536	2,920.00			01	EXP
01113000	58460	G3900	ADD HAVA GRANT TO BUDGET	BJE 536	42,884.00			01	EXP
01119010	58420	G3210	UPDT SAR GRANT TO CORRECT ORG	BJE 549	20,000.00			01	EXP
01152000	55110	G1032	DECREASE RCORP GRANT ENDED	BJE 539		19,380.00		01	EXP
01152000	55111	G3580	INCREASE CDOT BUDGET	BJE 554		3,954.00		01	EXP
01152000	55111	G5100	ADD PROJECT HOPE GRANT	BJE 528	10,011.00			01	EXP
01152000	55111	G1032	DECREASE RCORP GRANT ENDED	BJE 539		16,321.00		01	EXP
01152000	55112	G3580	INCREASE CDOT BUDGET	BJE 554	15,042.00			01	EXP
01152000	55112	G1032	DECREASE RCORP GRANT ENDED	BJE 539		32,321.00		01	EXP
01152000	55210	G3580	INCREASE CDOT BUDGET	BJE 554	699.00			01	EXP
01152000	55210	G5100	ADD PROJECT HOPE GRANT	BJE 528	782.00			01	EXP
01152000	55210	G1032	DECREASE RCORP GRANT ENDED	BJE 539		4,026.00		01	EXP
01152000	55220	G3580	INCREASE CDOT BUDGET	BJE 554	1,514.00			01	EXP
01152000	55220	G5100	ADD PROJECT HOPE GRANT	BJE 528	1,365.00			01	EXP
01152000	55220	G1032	DECREASE RCORP GRANT ENDED	BJE 539		6,048.00		01	EXP
01152000	55222	G3580	INCREASE CDOT BUDGET	BJE 554	103.00			01	EXP
01152000	55222	G5100	ADD PROJECT HOPE GRANT	BJE 528	22.00			01	EXP
01152000	55222	G1032	DECREASE RCORP GRANT ENDED	BJE 539	101.00			01	EXP
01152000	55230	G3580	INCREASE CDOT BUDGET	BJE 554	438.00			01	EXP
01152000	55230	G5100	ADD PROJECT HOPE GRANT	BJE 528	303.00			01	EXP
01152000	55230	G1032	DECREASE RCORP GRANT ENDED	BJE 539		2,875.00		01	EXP
01152000	55240	G3580	INCREASE CDOT BUDGET	BJE 554	790.00			01	EXP
01152000	55240	G5100	ADD PROJECT HOPE GRANT	BJE 528	173.00			01	EXP
01152000	55240	G1032	DECREASE RCORP GRANT ENDED	BJE 539	597.00			01	EXP
01152000	55250	G3580	INCREASE CDOT BUDGET	BJE 554		8.00		01	EXP
01152000	55250	G5100	ADD PROJECT HOPE GRANT	BJE 528	7.00			01	EXP
01152000	55250	G1032	DECREASE RCORP GRANT ENDED	BJE 539		117.00		01	EXP
01152000	55260	G3580	INCREASE CDOT BUDGET	BJE 554		95.00		01	EXP

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
01152000	55260	G5100	ADD PROJECT HOPE GRANT	BJE 528	8.00			01	EXP
01152000	55260	G1032	DECREASE RCORP GRANT ENDED	BJE 539		277.00		01	EXP
01152000	55280	G3580	INCREASE CDOT BUDGET	BJE 554	5.00			01	EXP
01152000	55280	G5100	ADD PROJECT HOPE GRANT	BJE 528	12.00			01	EXP
01152000	55280	G1032	DECREASE RCORP GRANT ENDED	BJE 539	50.00			01	EXP
01152000	56110	G3580	INCREASE CDOT BUDGET	BJE 554		4,000.00		01	EXP
01152000	56110	G1032	DECREASE RCORP GRANT ENDED	BJE 539		500.00		01	EXP
01152000	56120	G3580	INCREASE CDOT BUDGET	BJE 554	2,500.00			01	EXP
01152000	56120	G5100	ADD PROJECT HOPE GRANT	BJE 528	50.00			01	EXP
01152000	56120	G1032	DECREASE RCORP GRANT ENDED	BJE 539	54,411.00			01	EXP
01152000	56120	G7600	INCREASE YOUTH WELLNESS	BJE 542	750.00			01	EXP
01152000	56170	G1032	DECREASE RCORP GRANT ENDED	BJE 539	4.00			01	EXP
01152000	56180	G3580	INCREASE CDOT BUDGET	BJE 554		108.00		01	EXP
01152000	56180	G1032	DECREASE RCORP GRANT ENDED	BJE 539		500.00		01	EXP
01152000	57022	G1032	DECREASE RCORP GRANT ENDED	BJE 539		500.00		01	EXP
01152000	57310	G1032	DECREASE RCORP GRANT ENDED	BJE 539		2,109.00		01	EXP
01152000	57311	G3580	INCREASE CDOT BUDGET	BJE 554		560.00		01	EXP
01152000	57311	G1032	DECREASE RCORP GRANT ENDED	BJE 539		1,062.00		01	EXP
01152000	57312	G3580	INCREASE CDOT BUDGET	BJE 554		520.00		01	EXP
01152000	57312	G1032	DECREASE RCORP GRANT ENDED	BJE 539		180.00		01	EXP
01152000	57313	G3580	INCREASE CDOT BUDGET	BJE 554		1,115.00		01	EXP
01152000	57313	G1032	DECREASE RCORP GRANT ENDED	BJE 539		1,860.00		01	EXP
01152000	57324	G3580	INCREASE CDOT BUDGET	BJE 554		28,324.00		01	EXP
01152000	57324	G5100	ADD PROJECT HOPE GRANT	BJE 528	500.00			01	EXP
01152000	57324	G1032	DECREASE RCORP GRANT ENDED	BJE 539	30,356.00			01	EXP
01152000	57324	G7600	INCREASE YOUTH WELLNESS	BJE 542		300.00		01	EXP
01152000	57329	G3580	INCREASE CDOT BUDGET	BJE 554	27,505.00			01	EXP
01152000	57329	G5100	ADD PROJECT HOPE GRANT	BJE 528	300.00			01	EXP
01152000	57329	G1032	DECREASE RCORP GRANT ENDED	BJE 539		49,412.00		01	EXP
01152000	57329	G7600	INCREASE YOUTH WELLNESS	BJE 542	9,138.00			01	EXP
01152000	57330	G5100	ADD PROJECT HOPE GRANT	BJE 528	50.00			01	EXP
01152000	57331	G5100	ADD PROJECT HOPE GRANT	BJE 528	100.00			01	EXP
01152000	57331	G7600	INCREASE YOUTH WELLNESS	BJE 542	250.00			01	EXP
01152000	57332	G1032	DECREASE RCORP GRANT ENDED	BJE 539		1,934.00		01	EXP
01152000	57341	G3580	INCREASE CDOT BUDGET	BJE 554	3,240.00			01	EXP
01152000	57341	G1032	DECREASE RCORP GRANT ENDED	BJE 539		1,588.00		01	EXP
01152000	57363	G7600	INCREASE YOUTH WELLNESS	BJE 542		38.00		01	EXP
01152000	57410	G3580	INCREASE CDOT BUDGET	BJE 554		1,500.00		01	EXP
01152000	57410	G1032	DECREASE RCORP GRANT ENDED	BJE 539		582.00		01	EXP
01152000	57410	G7600	INCREASE YOUTH WELLNESS	BJE 542	200.00			01	EXP
01152000	57420	G3580	INCREASE CDOT BUDGET	BJE 554	650.00			01	EXP
01152000	57420	G1032	DECREASE RCORP GRANT ENDED	BJE 539	15.00			01	EXP
01152000	57420	G7600	INCREASE YOUTH WELLNESS	BJE 542		1,000.00		01	EXP
01152000	57480	G1032	DECREASE RCORP GRANT ENDED	BJE 539		1,500.00		01	EXP
01152000	57491	G1032	DECREASE RCORP GRANT ENDED	BJE 539		1,333.00		01	EXP
01158000	57310	G7800	INCREASE BH WORKFORCE DEVELOP	BJE 541		1,000.00		01	EXP
01158000	57312	G7800	INCREASE BH WORKFORCE DEVELOP	BJE 541		500.00		01	EXP
01158000	57313	G7800	INCREASE BH WORKFORCE DEVELOP	BJE 541		1,500.00		01	EXP
01158000	57329	G7800	INCREASE BH WORKFORCE DEVELOP	BJE 541	4,545.00			01	EXP
01158000	57440	G7800	INCREASE BH WORKFORCE DEVELOP	BJE 541	3,333.00			01	EXP
01338000	58320		MOVE SHADY ISLAND CIP EXP	BJE 525		75,000.00		01	EXP
01386200	56610		ADD BUDGET FOR FACIL D1 SHOP	BJE 559	7,496.00			01	EXP
01386200	57210		ADD BUDGET FOR FACIL D1 SHOP	BJE 559	1,702.00			01	EXP
01386200	57220		ADD BUDGET FOR FACIL D1 SHOP	BJE 559	155.00			01	EXP
01386200	57235		ADD BUDGET FOR FACIL D1 SHOP	BJE 559	6.00			01	EXP
01386200	58210		ADD BUDGET FOR FACIL D1 SHOP	BJE 559	9,995.00			01	EXP
01386400	57210		ADD BUDGET FOR FACIL D1 SHOP	BJE 559	59.00			01	EXP
01386600	56120		ADD BUDGET FOR FACIL D1 SHOP	BJE 559	9.00			01	EXP
01386700	58320	G3560	MOVE SHADY ISLAND CIP EXP	BJE 525	75,000.00			01	EXP
01530000	55111	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	10,504.00			01	EXP
01530000	55210	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	804.00			01	EXP
01530000	55220	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	2,869.00			01	EXP
01530000	55222	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	18.00			01	EXP
01530000	55230	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	630.00			01	EXP
01530000	55240	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	133.00			01	EXP
01530000	55250	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	6.00			01	EXP
01530000	55260	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	6.00			01	EXP
01530000	55280	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	30.00			01	EXP
01530000	56110	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	250.00			01	EXP
01530000	56120	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	300.00			01	EXP

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
01530000	56180	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	200.00			01	EXP
01530000	57310	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	250.00			01	EXP
01530000	57311	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	250.00			01	EXP
01530000	57329	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	250.00			01	EXP
01530000	57410	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	250.00			01	EXP
01530000	57420	g1500	ADD NCOA GRANT TO BUDGET	BJE 526	250.00			01	EXP
01550000	55111	G7102	INCREASE ECC THB	BJE 553	1,638.00			01	EXP
01550000	55111	G7106	INCREASE FFN GRANT BUDGET	BJE 558	1,525.00			01	EXP
01550000	55111	G7121	INCREASE MRS BUDGET	BJE 543	12,524.00			01	EXP
01550000	55111	G7510	ADD CAC GRANT TO BUDGET	BJE 547	6,291.00			01	EXP
01550000	55112	G7199	ADD BUELL WORKFORCE GRANT	BJE 531	18,000.00			01	EXP
01550000	55112	G7106	ADD FFN GRANT TO BUDGET	BJE 532	13,616.00			01	EXP
01550000	55112	G7102	INCREASE ECC THB	BJE 553		2,132.00		01	EXP
01550000	55112	G7106	INCREASE FFN GRANT BUDGET	BJE 558		886.00		01	EXP
01550000	55112	G7106	INCREASE FFN GRANT BUDGET	BJE 558C	20.00			01	EXP
01550000	55210	G7199	ADD BUELL WORKFORCE GRANT	BJE 531	1,377.00			01	EXP
01550000	55210	G7106	ADD FFN GRANT TO BUDGET	BJE 532	1,060.00			01	EXP
01550000	55210	G7102	INCREASE ECC THB	BJE 553		37.00		01	EXP
01550000	55210	G7106	INCREASE FFN GRANT BUDGET	BJE 558	32.00			01	EXP
01550000	55210	G7121	INCREASE MRS BUDGET	BJE 543	955.00			01	EXP
01550000	55210	G7510	ADD CAC GRANT TO BUDGET	BJE 547	480.00			01	EXP
01550000	55220	G7199	ADD BUELL WORKFORCE GRANT	BJE 531	2,337.00			01	EXP
01550000	55220	G7106	ADD FFN GRANT TO BUDGET	BJE 532	300.00			01	EXP
01550000	55220	G7102	INCREASE ECC THB	BJE 553		121.00		01	EXP
01550000	55220	G7106	INCREASE FFN GRANT BUDGET	BJE 558	100.00			01	EXP
01550000	55220	G7121	INCREASE MRS BUDGET	BJE 543	1,625.00			01	EXP
01550000	55220	G7510	ADD CAC GRANT TO BUDGET	BJE 547	759.00			01	EXP
01550000	55222	G7102	INCREASE ECC THB	BJE 553	25.00			01	EXP
01550000	55222	G7106	INCREASE FFN GRANT BUDGET	BJE 558	20.00			01	EXP
01550000	55222	G7121	INCREASE MRS BUDGET	BJE 543	23.00			01	EXP
01550000	55222	G7510	ADD CAC GRANT TO BUDGET	BJE 547	11.00			01	EXP
01550000	55230	G7199	ADD BUELL WORKFORCE GRANT	BJE 531	1,080.00			01	EXP
01550000	55230	G7106	ADD FFN GRANT TO BUDGET	BJE 532	832.00			01	EXP
01550000	55230	G7102	INCREASE ECC THB	BJE 553	159.00			01	EXP
01550000	55230	G7106	INCREASE FFN GRANT BUDGET	BJE 558	18.00			01	EXP
01550000	55230	G7121	INCREASE MRS BUDGET	BJE 543	748.00			01	EXP
01550000	55230	G7510	ADD CAC GRANT TO BUDGET	BJE 547	340.00			01	EXP
01550000	55240	G7199	ADD BUELL WORKFORCE GRANT	BJE 531	150.00			01	EXP
01550000	55240	G7106	ADD FFN GRANT TO BUDGET	BJE 532	155.00			01	EXP
01550000	55240	G7102	INCREASE ECC THB	BJE 553	165.00			01	EXP
01550000	55240	G7106	INCREASE FFN GRANT BUDGET	BJE 558	20.00			01	EXP
01550000	55240	G7121	INCREASE MRS BUDGET	BJE 543	187.00			01	EXP
01550000	55240	G7510	ADD CAC GRANT TO BUDGET	BJE 547	106.00			01	EXP
01550000	55250	G7199	ADD BUELL WORKFORCE GRANT	BJE 531	15.00			01	EXP
01550000	55250	G7106	ADD FFN GRANT TO BUDGET	BJE 532	12.00			01	EXP
01550000	55250	G7102	INCREASE ECC THB	BJE 553		12.00		01	EXP
01550000	55250	G7106	INCREASE FFN GRANT BUDGET	BJE 558	4.00			01	EXP
01550000	55250	G7121	INCREASE MRS BUDGET	BJE 543	17.00			01	EXP
01550000	55250	G7510	ADD CAC GRANT TO BUDGET	BJE 547	8.00			01	EXP
01550000	55260	G7199	ADD BUELL WORKFORCE GRANT	BJE 531	12.00			01	EXP
01550000	55260	G7106	ADD FFN GRANT TO BUDGET	BJE 532	10.00			01	EXP
01550000	55260	G7102	INCREASE ECC THB	BJE 553		132.00		01	EXP
01550000	55260	G7106	INCREASE FFN GRANT BUDGET	BJE 558	5.00			01	EXP
01550000	55260	G7121	INCREASE MRS BUDGET	BJE 543	10.00			01	EXP
01550000	55260	G7510	ADD CAC GRANT TO BUDGET	BJE 547	5.00			01	EXP
01550000	55280	G7199	ADD BUELL WORKFORCE GRANT	BJE 531	29.00			01	EXP
01550000	55280	G7106	ADD FFN GRANT TO BUDGET	BJE 532	15.00			01	EXP
01550000	55280	G7102	INCREASE ECC THB	BJE 553	25.00			01	EXP
01550000	55280	G7106	INCREASE FFN GRANT BUDGET	BJE 558	5.00			01	EXP
01550000	56120	G7199	ADD BUELL WORKFORCE GRANT	BJE 531	1,000.00			01	EXP
01550000	56120	G7106	ADD FFN GRANT TO BUDGET	BJE 532	1,100.00			01	EXP
01550000	56120	G7102	INCREASE ECC THB	BJE 553	1,873.00			01	EXP
01550000	56120	G7106	INCREASE FFN GRANT BUDGET	BJE 558	900.00			01	EXP
01550000	56120	G7121	INCREASE MRS BUDGET	BJE 543		6,777.00		01	EXP
01550000	56120	G7510	ADD CAC GRANT TO BUDGET	BJE 547	250.00			01	EXP
01550000	56180	G7106	ADD FFN GRANT TO BUDGET	BJE 532	100.00			01	EXP
01550000	56180	G7106	INCREASE FFN GRANT BUDGET	BJE 558		100.00		01	EXP
01550000	56630	G7106	ADD FFN GRANT TO BUDGET	BJE 532	500.00			01	EXP
01550000	56630	G7106	INCREASE FFN GRANT BUDGET	BJE 558	100.00			01	EXP
01550000	57022	G7121	INCREASE MRS BUDGET	BJE 543	1,406.00			01	EXP

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
01550000	57310	G7199	ADD BUELL WORKFORCE GRANT	BJE 531	1,500.00			01	EXP
01550000	57329	G7106	ADD FFN GRANT TO BUDGET	BJE 532	100.00			01	EXP
01550000	57329	G7102	INCREASE ECC THB	BJE 553	250.00			01	EXP
01550000	57329	G7106	INCREASE FFN GRANT BUDGET	BJE 558	50.00			01	EXP
01550000	57329	G7121	INCREASE MRS BUDGET	BJE 543		334.00		01	EXP
01550000	57330	G7106	ADD FFN GRANT TO BUDGET	BJE 532	200.00			01	EXP
01550000	57330	G7102	INCREASE ECC THB	BJE 553		250.00		01	EXP
01550000	57330	G7106	INCREASE FFN GRANT BUDGET	BJE 558		100.00		01	EXP
01550000	57331	G7199	ADD BUELL WORKFORCE GRANT	BJE 531	1,000.00			01	EXP
01550000	57331	G7106	ADD FFN GRANT TO BUDGET	BJE 532	200.00			01	EXP
01550000	57331	G7102	INCREASE ECC THB	BJE 553	1,100.00			01	EXP
01550000	57331	G7106	INCREASE FFN GRANT BUDGET	BJE 558	1,700.00			01	EXP
01550000	57331	G7510	ADD CAC GRANT TO BUDGET	BJE 547	700.00			01	EXP
01550000	57332	G7106	ADD FFN GRANT TO BUDGET	BJE 532	600.00			01	EXP
01550000	57341	G7102	INCREASE ECC THB	BJE 553	300.00			01	EXP
01550000	57361	G7102	INCREASE ECC THB	BJE 553	700.00			01	EXP
01550000	57410	G7199	ADD BUELL WORKFORCE GRANT	BJE 531	1,500.00			01	EXP
01550000	57410	G7106	ADD FFN GRANT TO BUDGET	BJE 532	100.00			01	EXP
01550000	57410	G7106	INCREASE FFN GRANT BUDGET	BJE 558	450.00			01	EXP
01550000	57410	G7510	ADD CAC GRANT TO BUDGET	BJE 547	550.00			01	EXP
01550000	57420	G7106	ADD FFN GRANT TO BUDGET	BJE 532	100.00			01	EXP
01550000	57420	G7510	ADD CAC GRANT TO BUDGET	BJE 547	500.00			01	EXP
01550000	57480	G7199	ADD BUELL WORKFORCE GRANT	BJE 531	36,000.00			01	EXP
01550000	57480	G7106	ADD FFN GRANT TO BUDGET	BJE 532	500.00			01	EXP
01550000	57480	G7102	INCREASE ECC THB	BJE 553	13,000.00			01	EXP
01550000	57480	G5080	INCREAS A & W GRANT	BJE 545	36,000.00			01	EXP
01550000	57491	G7102	INCREASE ECC THB	BJE 553	540.00			01	EXP
01550000	57500	G5080	INCREAS A & W GRANT	BJE 545		18,000.00		01	EXP
01560000	55112		INCREASE FAMILY PLANNING ACTIV	BJE 551	6,496.00			01	EXP
01560000	55210		INCREASE FAMILY PLANNING ACTIV	BJE 551	404.00			01	EXP
01560000	55220		INCREASE FAMILY PLANNING ACTIV	BJE 551	2,500.00			01	EXP
01560000	55222		INCREASE FAMILY PLANNING ACTIV	BJE 551	50.00			01	EXP
01560000	55230		INCREASE FAMILY PLANNING ACTIV	BJE 551	750.00			01	EXP
01560000	55240		INCREASE FAMILY PLANNING ACTIV	BJE 551	212.00			01	EXP
01560000	55250		INCREASE FAMILY PLANNING ACTIV	BJE 551	3.00			01	EXP
01560000	55260		INCREASE FAMILY PLANNING ACTIV	BJE 551		267.00		01	EXP
01560000	55280		INCREASE FAMILY PLANNING ACTIV	BJE 551	10.00			01	EXP
01560000	56120		INCREASE FAMILY PLANNING ACTIV	BJE 551		1,500.00		01	EXP
01560000	56170		INCREASE FAMILY PLANNING ACTIV	BJE 551		50.00		01	EXP
01560000	56180		INCREASE FAMILY PLANNING ACTIV	BJE 551		100.00		01	EXP
01560000	56650		INCREASE FAMILY PLANNING ACTIV	BJE 551		3,875.00		01	EXP
01560000	56651		INCREASE FAMILY PLANNING ACTIV	BJE 551	100.00			01	EXP
01560000	56651	G7720	ADD GRANT TO BUDGET	BJE 534	1,000.00			01	EXP
01560000	56652		INCREASE FAMILY PLANNING ACTIV	BJE 551	5,530.00			01	EXP
01560000	56652	G7720	ADD GRANT TO BUDGET	BJE 534	4,000.00			01	EXP
01560000	57312		INCREASE FAMILY PLANNING ACTIV	BJE 551	200.00			01	EXP
01560000	57313		INCREASE FAMILY PLANNING ACTIV	BJE 551		993.00		01	EXP
01560000	57327		INCREASE FAMILY PLANNING ACTIV	BJE 551		2,625.00		01	EXP
01560000	57329		INCREASE FAMILY PLANNING ACTIV	BJE 551	2,000.00			01	EXP
01560000	57331		INCREASE FAMILY PLANNING ACTIV	BJE 551	500.00			01	EXP
01560000	57363		INCREASE FAMILY PLANNING ACTIV	BJE 551	3,750.00			01	EXP
01560000	57470		INCREASE FAMILY PLANNING ACTIV	BJE 551	2,200.00			01	EXP
01703000	55111	G4040	ADD ENERGY CODE GRANT	BJE 534	8,518.00			01	EXP
01703000	55210	G4040	ADD ENERGY CODE GRANT	BJE 534	650.00			01	EXP
01703000	55220	G4040	ADD ENERGY CODE GRANT	BJE 534	78.00			01	EXP
01703000	55222	G4040	ADD ENERGY CODE GRANT	BJE 534	39.00			01	EXP
01703000	55230	G4040	ADD ENERGY CODE GRANT	BJE 534	510.00			01	EXP
01703000	55240	G4040	ADD ENERGY CODE GRANT	BJE 534	177.00			01	EXP
01703000	55250	G4040	ADD ENERGY CODE GRANT	BJE 534	8.00			01	EXP
01703000	55260	G4040	ADD ENERGY CODE GRANT	BJE 534	5.00			01	EXP
01703000	55280	G4040	ADD ENERGY CODE GRANT	BJE 534	15.00			01	EXP
01703000	57329	G4040	ADD ENERGY CODE GRANT	BJE 534	40,000.00			01	EXP
01703000	57329	G4050	ADD GVBCC GRANT TO BUDGET	BJE 535	10,000.00			01	EXP
01703000	57329	G4040	ADD IMPACT FEES TO BUDGET	BJE 560	40,000.00			01	EXP
01703000	57330	G4040	ADD ENERGY CODE GRANT	BJE 534	2,200.00			01	EXP
01703000	57330	G4050	ADD GVBCC GRANT TO BUDGET	BJE 535	1,000.00			01	EXP
01703000	57331	G4040	ADD ENERGY CODE GRANT	BJE 534	2,200.00			01	EXP
01703000	57331	G4050	ADD GVBCC GRANT TO BUDGET	BJE 535	1,000.00			01	EXP
01703000	57332	G4040	ADD ENERGY CODE GRANT	BJE 534	500.00			01	EXP
01703000	57332	G4050	ADD GVBCC GRANT TO BUDGET	BJE 535	500.00			01	EXP

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
01703000	57361	G4040	ADD ENERGY CODE GRANT	BJE 534	1,200.00			01	EXP
01703000	57410	G4040	ADD ENERGY CODE GRANT	BJE 534	200.00			01	EXP
01703000	57410	G4050	ADD GVBCC GRANT TO BUDGET	BJE 535	500.00			01	EXP
01703000	57420	G4040	ADD ENERGY CODE GRANT	BJE 534	200.00			01	EXP
01703000	57420	G4050	ADD GVBCC GRANT TO BUDGET	BJE 535	500.00			01	EXP
01703000	57440	G4040	ADD ENERGY CODE GRANT	BJE 534	5,000.00			01	EXP
01703000	57440	G4050	ADD GVBCC GRANT TO BUDGET	BJE 535	1,500.00			01	EXP
01703000	57480	G4050	ADD GVBCC GRANT TO BUDGET	BJE 535	75,000.00			01	EXP
01705000	57329	G3730	INCREASE THREE MILE PLAN	BJE 526	30,000.00			01	EXP
01705000	57329	G5060	ADD OVPP TO BUDGET	BJE 533	10,000.00			01	EXP
			GENERAL FUND EXPENDITURES		**804,394.00**	**322,238.00**	**482,156.00**		
02320000	44220	G1350	ADD SAFE STREETS GRANT TO BUDG	BJE 525		160,000.00		02	REV
02322000	44812		CORRECT BUDGET	BJE 523	260,000.00			02	REV
			ROAD AND BRIDGE FUND REVENUES		**260,000.00**	**160,000.00**	**100,000.00**		
02320000	57320	G1350	ADD SAFE STREETS GRANT TO BUDG	BJE 525	50,000.00			02	EXP
02320000	58225	G1350	ADD SAFE STREETS GRANT TO BUDG	BJE 525	150,000.00			02	EXP
02338000	57490		ADD MAPPING TO ACCOUNT	BJE 537	4,230.00			02	EXP
			ROAD AND BRIDGE FUND EXPENDITURES		**204,230.00**	**-**	**204,230.00**		
03350210	44497	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524		20,000.00		03	REV
03360190	44260	G3160	INCREASE FAMILY FIRST	BJE 552		9,179.00		03	REV
03360190	44260	G3161	ADD FAMILY FIRST #2 TO BUDGET	BJE 531		25,000.00		03	REV
03380000	44261	G4180	ADD HPAP GRANT TO BUDGET	BJE 535		10,000.00		03	REV
			HUMAN SERVICES FUND REVENUES		**-**	**64,179.00**	**(64,179.00)**		
03350210	55110	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	2,000.00			03	EXP
03350210	55111	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	4,000.00			03	EXP
03350210	55112	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	2,000.00			03	EXP
03350210	55113	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	500.00			03	EXP
03350210	55210	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	650.00			03	EXP
03350210	55220	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	2,200.00			03	EXP
03350210	55222	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	50.00			03	EXP
03350210	55230	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	510.00			03	EXP
03350210	55240	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	150.00			03	EXP
03350210	55250	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	13.00			03	EXP
03350210	55260	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	15.00			03	EXP
03350210	55280	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	50.00			03	EXP
03350210	56110	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	150.00			03	EXP
03350210	56120	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	150.00			03	EXP
03350210	57330	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	500.00			03	EXP
03350210	57331	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	2,000.00			03	EXP
03350210	57450	G7900	ADD RMHF FUNDS TO BUDGET	BJE 524	5,062.00			03	EXP
03360190	55111	G3160	INCREASE FAMILY FIRST	BJE 552	737.00			03	EXP
03360190	55112	G3160	INCREASE FAMILY FIRST	BJE 552	800.00			03	EXP
03360190	55112	G3161	ADD FAMILY FIRST #2 TO BUDGET	BJE 531	6,263.00			03	EXP
03360190	55210	G3160	INCREASE FAMILY FIRST	BJE 552	920.00			03	EXP
03360190	55210	G3161	ADD FAMILY FIRST #2 TO BUDGET	BJE 531	465.00			03	EXP
03360190	55220	G3160	INCREASE FAMILY FIRST	BJE 552	125.00			03	EXP
03360190	55220	G3161	ADD FAMILY FIRST #2 TO BUDGET	BJE 531	940.00			03	EXP
03360190	55222	G3160	INCREASE FAMILY FIRST	BJE 552	25.00			03	EXP
03360190	55222	G3161	ADD FAMILY FIRST #2 TO BUDGET	BJE 531	15.00			03	EXP
03360190	55230	G3160	INCREASE FAMILY FIRST	BJE 552	722.00			03	EXP
03360190	55230	G3161	ADD FAMILY FIRST #2 TO BUDGET	BJE 531	180.00			03	EXP
03360190	55240	G3160	INCREASE FAMILY FIRST	BJE 552	206.00			03	EXP
03360190	55240	G3161	ADD FAMILY FIRST #2 TO BUDGET	BJE 531	118.00			03	EXP
03360190	55250	G3160	INCREASE FAMILY FIRST	BJE 552	12.00			03	EXP
03360190	55250	G3161	ADD FAMILY FIRST #2 TO BUDGET	BJE 531	5.00			03	EXP
03360190	55260	G3160	INCREASE FAMILY FIRST	BJE 552		17.00		03	EXP
03360190	55260	G3161	ADD FAMILY FIRST #2 TO BUDGET	BJE 531	6.00			03	EXP
03360190	55280	G3160	INCREASE FAMILY FIRST	BJE 552	15.00			03	EXP
03360190	55280	G3161	ADD FAMILY FIRST #2 TO BUDGET	BJE 531	8.00			03	EXP
03360190	56120	G3161	ADD FAMILY FIRST #2 TO BUDGET	BJE 531	4,000.00			03	EXP
03360190	56180	G3160	INCREASE FAMILY FIRST	BJE 552		145.00		03	EXP
03360190	57324	G3161	ADD FAMILY FIRST #2 TO BUDGET	BJE 531	5,000.00			03	EXP
03360190	57329	G3160	INCREASE FAMILY FIRST	BJE 552	15,500.00			03	EXP
03360190	57329	G3161	ADD FAMILY FIRST #2 TO BUDGET	BJE 531	5,000.00			03	EXP
03360190	57361	G3160	INCREASE FAMILY FIRST	BJE 552		2,750.00		03	EXP
03360190	57410	G3160	INCREASE FAMILY FIRST	BJE 552		2,350.00		03	EXP
03360190	57440	G3160	INCREASE FAMILY FIRST	BJE 552		7,500.00		03	EXP
03360190	57440	G3161	ADD FAMILY FIRST #2 TO BUDGET	BJE 531	3,000.00			03	EXP
03380000	55111	G4180	ADD HPAP GRANT TO BUDGET	BJE 535	1,048.00			03	EXP
03380000	55210	G4180	ADD HPAP GRANT TO BUDGET	BJE 535	68.00			03	EXP

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
03380000	55220	G4180	ADD HPAP GRANT TO BUDGET	BJE 535	298.00			03	EXP
03380000	55222	G4180	ADD HPAP GRANT TO BUDGET	BJE 535	4.00			03	EXP
03380000	55230	G4180	ADD HPAP GRANT TO BUDGET	BJE 535	63.00			03	EXP
03380000	55240	G4180	ADD HPAP GRANT TO BUDGET	BJE 535	14.00			03	EXP
03380000	55250	G4180	ADD HPAP GRANT TO BUDGET	BJE 535	1.00			03	EXP
03380000	55260	G4180	ADD HPAP GRANT TO BUDGET	BJE 535	1.00			03	EXP
03380000	55280	G4180	ADD HPAP GRANT TO BUDGET	BJE 535	4.00			03	EXP
03380000	57329	G4180	ADD HPAP GRANT TO BUDGET	BJE 535	8,500.00			03	EXP
			HUMAN SERVICES FUND EXPENDITURES		**74,063.00**	**12,762.00**	**61,301.00**		
04550000	44262	G7023	INCREASE IMM COVID #3 REVENUE	BJE 548		15,172.00		04	REV
04550000	44262	G7020	DECREASE IMM CORE	BJE 550	15,389.00			04	REV
04555000	44260	G4030	INCREASE CBCAP GRANT	BJE 537		10,075.00		04	REV
04555000	44262	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	47,604.00			04	REV
04555000	44262	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533		52,850.00		04	REV
04555000	44262	G3500	ADD JS PR TO BUDGET	BJE 527		35,204.00		04	REV
04555000	44262	G7070	INCREASE EPR BUDGET	BJE 555		6,027.00		04	REV
04555000	44262	G7080	INCREASE WWC BUDGET	BJE 557		6,700.00		04	REV
04555000	44497	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529		27,500.00		04	REV
04555000	44497	G7711	INCREASE TGYS PAT GRANT	BJE 556		7,388.00		04	REV
04555010	44398		ADD PRENATAL COSTS TO BUDGET	BJE 544		9,000.00		04	REV
04555090	44262	G1296	ADDD ARPA 6.1 GRANT TO BUDGET	BJE 525		67,826.00		04	REV
04555090	44262	G1263	ADJUST ELC 2.1 BUDGET	BJE 536		12,639.00		04	REV
04555090	44262	G4100	INCREASE CDC WORKFORCE	BJE 530		21,224.00		04	REV
04555090	44262	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532		24,983.00		04	REV
04556000	44497	G3640	INCREASE HEALTH COALITION GRAN	BJE 546		3,725.00		04	REV
04556020	44239	G1300	ADD NEW GRANT TO BUDGET	BJE 524		17,500.00		04	REV
			PUBLIC HEALTH FUND REVENUES		**62,993.00**	**317,813.00**	**(254,820.00)**		
04550000	55220	G7020	DECREASE IMM CORE	BJE 550	500.00			04	EXP
04550000	55222	G7020	DECREASE IMM CORE	BJE 550	20.00			04	EXP
04550000	55240	G7020	DECREASE IMM CORE	BJE 550	88.00			04	EXP
04550000	55250	G7020	DECREASE IMM CORE	BJE 550	92.00			04	EXP
04550000	55260	G7020	DECREASE IMM CORE	BJE 550		79.00		04	EXP
04550000	55280	G7020	DECREASE IMM CORE	BJE 550	10.00			04	EXP
04550000	56180	G7020	DECREASE IMM CORE	BJE 550		100.00		04	EXP
04550000	56651	G7020	DECREASE IMM CORE	BJE 550		1,500.00		04	EXP
04550000	56652	G7020	DECREASE IMM CORE	BJE 550	250.00			04	EXP
04550000	57310	G7020	DECREASE IMM CORE	BJE 550		100.00		04	EXP
04550000	57312	G7020	DECREASE IMM CORE	BJE 550		100.00		04	EXP
04550000	57313	G7020	DECREASE IMM CORE	BJE 550		250.00		04	EXP
04550000	57329	G7020	DECREASE IMM CORE	BJE 550		350.00		04	EXP
04550000	57430	G7020	DECREASE IMM CORE	BJE 550		77.00		04	EXP
04555000	55111	G4000	ADJ PH WORKFORCE BUDGET	BJE 527		18,326.00		04	EXP
04555000	55111	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	1,500.00			04	EXP
04555000	55111	G5050	INCREASE RAE GRANT	BJE 530	2,737.00			04	EXP
04555000	55111	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	10,371.00			04	EXP
04555000	55111	G3500	ADD JS PR TO BUDGET	BJE 527	128,028.00			04	EXP
04555000	55111	G7070	INCREASE EPR BUDGET	BJE 555	7,000.00			04	EXP
04555000	55111	G7711	INCREASE TGYS PAT GRANT	BJE 556	10,170.00			04	EXP
04555000	55111	G4030	INCREASE CBCAP GRANT	BJE 537		1,975.00		04	EXP
04555000	55112	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	6,355.00			04	EXP
04555000	55112	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	14,042.00			04	EXP
04555000	55112	G5050	INCREASE RAE GRANT	BJE 530	21,789.00			04	EXP
04555000	55112	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	7,448.00			04	EXP
04555000	55112	G3500	ADD JS PR TO BUDGET	BJE 527	20,000.00			04	EXP
04555000	55112	G7070	INCREASE EPR BUDGET	BJE 555	14,500.00			04	EXP
04555000	55112	G7080	INCREASE WWC BUDGET	BJE 557	6,630.00			04	EXP
04555000	55112	G4030	INCREASE CBCAP GRANT	BJE 537	4,500.00			04	EXP
04555000	55210	G4000	ADJ PH WORKFORCE BUDGET	BJE 527		858.00		04	EXP
04555000	55210	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	1,184.00			04	EXP
04555000	55210	G5050	INCREASE RAE GRANT	BJE 530	1,877.00			04	EXP
04555000	55210	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	1,363.00			04	EXP
04555000	55210	G3500	ADD JS PR TO BUDGET	BJE 527	11,324.00			04	EXP
04555000	55210	G7070	INCREASE EPR BUDGET	BJE 555	1,645.00			04	EXP
04555000	55210	G7711	INCREASE TGYS PAT GRANT	BJE 556	783.00			04	EXP
04555000	55210	G7080	INCREASE WWC BUDGET	BJE 557	504.00			04	EXP
04555000	55210	G4030	INCREASE CBCAP GRANT	BJE 537	198.00			04	EXP
04555000	55220	G4000	ADJ PH WORKFORCE BUDGET	BJE 527		17,760.00		04	EXP
04555000	55220	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	2,784.00			04	EXP
04555000	55220	G5050	INCREASE RAE GRANT	BJE 530	4,052.00			04	EXP
04555000	55220	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	500.00			04	EXP

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
04555000	55220	G3500	ADD JS PR TO BUDGET	BJE 527	22,149.00			04	EXP
04555000	55220	G7070	INCREASE EPR BUDGET	BJE 555	3,565.00			04	EXP
04555000	55220	G7711	INCREASE TGYS PAT GRANT	BJE 556	1,083.00			04	EXP
04555000	55220	G7080	INCREASE WWC BUDGET	BJE 557	592.00			04	EXP
04555000	55220	G4030	INCREASE CBCAP GRANT	BJE 537	383.00			04	EXP
04555000	55222	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	70.00			04	EXP
04555000	55222	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	17.00			04	EXP
04555000	55222	G5050	INCREASE RAE GRANT	BJE 530	120.00			04	EXP
04555000	55222	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	20.00			04	EXP
04555000	55222	G7070	INCREASE EPR BUDGET	BJE 555	114.00			04	EXP
04555000	55222	G7711	INCREASE TGYS PAT GRANT	BJE 556	17.00			04	EXP
04555000	55222	G7080	INCREASE WWC BUDGET	BJE 557	16.00			04	EXP
04555000	55222	G4030	INCREASE CBCAP GRANT	BJE 537	200.00			04	EXP
04555000	55230	G4000	ADJ PH WORKFORCE BUDGET	BJE 527		81.00		04	EXP
04555000	55230	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	928.00			04	EXP
04555000	55230	G5050	INCREASE RAE GRANT	BJE 530	2,444.00			04	EXP
04555000	55230	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	600.00			04	EXP
04555000	55230	G3500	ADD JS PR TO BUDGET	BJE 527	7,338.00			04	EXP
04555000	55230	G7070	INCREASE EPR BUDGET	BJE 555	1,820.00			04	EXP
04555000	55230	G7711	INCREASE TGYS PAT GRANT	BJE 556	72.00			04	EXP
04555000	55230	G7080	INCREASE WWC BUDGET	BJE 557	46.00			04	EXP
04555000	55230	G4030	INCREASE CBCAP GRANT	BJE 537	314.00			04	EXP
04555000	55240	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	479.00			04	EXP
04555000	55240	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	18.00			04	EXP
04555000	55240	G5050	INCREASE RAE GRANT	BJE 530	670.00			04	EXP
04555000	55240	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	84.00			04	EXP
04555000	55240	G3500	ADD JS PR TO BUDGET	BJE 527	3,694.00			04	EXP
04555000	55240	G7070	INCREASE EPR BUDGET	BJE 555	855.00			04	EXP
04555000	55240	G7711	INCREASE TGYS PAT GRANT	BJE 556	511.00			04	EXP
04555000	55240	G7080	INCREASE WWC BUDGET	BJE 557	107.00			04	EXP
04555000	55240	G4030	INCREASE CBCAP GRANT	BJE 537	23.00			04	EXP
04555000	55250	G4000	ADJ PH WORKFORCE BUDGET	BJE 527		67.00		04	EXP
04555000	55250	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	79.00			04	EXP
04555000	55250	G5050	INCREASE RAE GRANT	BJE 530		28.00		04	EXP
04555000	55250	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	4.00			04	EXP
04555000	55250	G3500	ADD JS PR TO BUDGET	BJE 527	208.00			04	EXP
04555000	55250	G7070	INCREASE EPR BUDGET	BJE 555	41.00			04	EXP
04555000	55250	G7711	INCREASE TGYS PAT GRANT	BJE 556		49.00		04	EXP
04555000	55250	G7080	INCREASE WWC BUDGET	BJE 557	52.00			04	EXP
04555000	55250	G4030	INCREASE CBCAP GRANT	BJE 537	15.00			04	EXP
04555000	55260	G4000	ADJ PH WORKFORCE BUDGET	BJE 527		241.00		04	EXP
04555000	55260	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	28.00			04	EXP
04555000	55260	G5050	INCREASE RAE GRANT	BJE 530		357.00		04	EXP
04555000	55260	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	3.00			04	EXP
04555000	55260	G3500	ADD JS PR TO BUDGET	BJE 527	648.00			04	EXP
04555000	55260	G7070	INCREASE EPR BUDGET	BJE 555		23.00		04	EXP
04555000	55260	G7711	INCREASE TGYS PAT GRANT	BJE 556		9.00		04	EXP
04555000	55260	G7080	INCREASE WWC BUDGET	BJE 557		52.00		04	EXP
04555000	55260	G4030	INCREASE CBCAP GRANT	BJE 537	14.00			04	EXP
04555000	55280	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	30.00			04	EXP
04555000	55280	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	100.00			04	EXP
04555000	55280	G5050	INCREASE RAE GRANT	BJE 530	66.00			04	EXP
04555000	55280	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	20.00			04	EXP
04555000	55280	G7070	INCREASE EPR BUDGET	BJE 555	60.00			04	EXP
04555000	55280	G7080	INCREASE WWC BUDGET	BJE 557	5.00			04	EXP
04555000	55280	G4030	INCREASE CBCAP GRANT	BJE 537	10.00			04	EXP
04555000	56110	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	500.00			04	EXP
04555000	56110	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	250.00			04	EXP
04555000	56110	G5050	INCREASE RAE GRANT	BJE 530		250.00		04	EXP
04555000	56110	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	200.00			04	EXP
04555000	56110	G7070	INCREASE EPR BUDGET	BJE 555		500.00		04	EXP
04555000	56110	G7711	INCREASE TGYS PAT GRANT	BJE 556		250.00		04	EXP
04555000	56110	G4030	INCREASE CBCAP GRANT	BJE 537	19.00			04	EXP
04555000	56120	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	2,000.00			04	EXP
04555000	56120	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	250.00			04	EXP
04555000	56120	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	200.00			04	EXP
04555000	56120	G7070	INCREASE EPR BUDGET	BJE 555		4,000.00		04	EXP
04555000	56120	G7711	INCREASE TGYS PAT GRANT	BJE 556	450.00			04	EXP
04555000	56120	G7080	INCREASE WWC BUDGET	BJE 557	100.00			04	EXP
04555000	56120	G4030	INCREASE CBCAP GRANT	BJE 537	1,988.00			04	EXP

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
04555000	56180	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	50.00			04	EXP
04555000	56180	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	100.00			04	EXP
04555000	56180	G7070	INCREASE EPR BUDGET	BJE 555		100.00		04	EXP
04555000	56630	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	500.00			04	EXP
04555000	56630	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	100.00			04	EXP
04555000	56651	G7080	INCREASE WWC BUDGET	BJE 557	350.00			04	EXP
04555000	57310	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	2,350.00			04	EXP
04555000	57310	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	250.00			04	EXP
04555000	57310	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	1,960.00			04	EXP
04555000	57310	G7070	INCREASE EPR BUDGET	BJE 555		250.00		04	EXP
04555000	57310	G7711	INCREASE TGYS PAT GRANT	BJE 556		200.00		04	EXP
04555000	57310	G7080	INCREASE WWC BUDGET	BJE 557		230.00		04	EXP
04555000	57310	G4030	INCREASE CBCAP GRANT	BJE 537	50.00			04	EXP
04555000	57311	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	1,000.00			04	EXP
04555000	57311	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	450.00			04	EXP
04555000	57311	G5050	INCREASE RAE GRANT	BJE 530	250.00			04	EXP
04555000	57311	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	1,500.00			04	EXP
04555000	57311	G7070	INCREASE EPR BUDGET	BJE 555		1,000.00		04	EXP
04555000	57311	G7711	INCREASE TGYS PAT GRANT	BJE 556		450.00		04	EXP
04555000	57312	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	1,000.00			04	EXP
04555000	57312	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	400.00			04	EXP
04555000	57312	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	1,656.00			04	EXP
04555000	57312	G7070	INCREASE EPR BUDGET	BJE 555		950.00		04	EXP
04555000	57312	G7711	INCREASE TGYS PAT GRANT	BJE 556		370.00		04	EXP
04555000	57312	G7080	INCREASE WWC BUDGET	BJE 557		170.00		04	EXP
04555000	57313	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	2,000.00			04	EXP
04555000	57313	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	680.00			04	EXP
04555000	57313	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	1,680.00			04	EXP
04555000	57313	G7070	INCREASE EPR BUDGET	BJE 555		250.00		04	EXP
04555000	57313	G7711	INCREASE TGYS PAT GRANT	BJE 556		180.00		04	EXP
04555000	57313	G7080	INCREASE WWC BUDGET	BJE 557	250.00			04	EXP
04555000	57324	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	1,000.00			04	EXP
04555000	57327	G7080	INCREASE WWC BUDGET	BJE 557		500.00		04	EXP
04555000	57329	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	1,000.00			04	EXP
04555000	57329	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	15,000.00			04	EXP
04555000	57329	G7070	INCREASE EPR BUDGET	BJE 555		16,000.00		04	EXP
04555000	57329	G7080	INCREASE WWC BUDGET	BJE 557		250.00		04	EXP
04555000	57329	G4030	INCREASE CBCAP GRANT	BJE 537	2,797.00			04	EXP
04555000	57331	G4030	INCREASE CBCAP GRANT	BJE 537	500.00			04	EXP
04555000	57332	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	500.00			04	EXP
04555000	57332	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	500.00			04	EXP
04555000	57332	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	2,400.00			04	EXP
04555000	57332	G7070	INCREASE EPR BUDGET	BJE 555		500.00		04	EXP
04555000	57332	G7711	INCREASE TGYS PAT GRANT	BJE 556		500.00		04	EXP
04555000	57332	G7080	INCREASE WWC BUDGET	BJE 557	750.00			04	EXP
04555000	57361	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	200.00			04	EXP
04555000	57361	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	200.00			04	EXP
04555000	57361	G7711	INCREASE TGYS PAT GRANT	BJE 556	150.00			04	EXP
04555000	57410	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	250.00			04	EXP
04555000	57410	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	73.00			04	EXP
04555000	57410	G7711	INCREASE TGYS PAT GRANT	BJE 556		250.00		04	EXP
04555000	57410	G7080	INCREASE WWC BUDGET	BJE 557		1,500.00		04	EXP
04555000	57420	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	500.00			04	EXP
04555000	57420	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	250.00			04	EXP
04555000	57420	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	99.00			04	EXP
04555000	57420	G7711	INCREASE TGYS PAT GRANT	BJE 556		250.00		04	EXP
04555000	57430	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	2,000.00			04	EXP
04555000	57430	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	84.00			04	EXP
04555000	57430	G7711	INCREASE TGYS PAT GRANT	BJE 556		2,000.00		04	EXP
04555000	57440	G7711	ADD TGYS PAT GRANT TO BUDGET	BJE 529	1,340.00			04	EXP
04555000	57440	G3092	ADD WCPHP WORKFORCE GRANT	BJE 533	2,380.00			04	EXP
04555000	57440	G7711	INCREASE TGYS PAT GRANT	BJE 556		1,340.00		04	EXP
04555000	57480	G4000	ADJ PH WORKFORCE BUDGET	BJE 527	500.00			04	EXP
04555000	57480	G4030	INCREASE CBCAP GRANT	BJE 537	500.00			04	EXP
04555000	57491	G4030	INCREASE CBCAP GRANT	BJE 537	539.00			04	EXP
04555010	57329		ADD PRENATAL COSTS TO BUDGET	BJE 544	9,000.00			04	EXP
04555090	55110	G1296	ADDD ARPA 6.1 GRANT TO BUDGET	BJE 525	10,828.00			04	EXP
04555090	55111	G1296	ADDD ARPA 6.1 GRANT TO BUDGET	BJE 525	11,908.00			04	EXP
04555090	55111	G1263	ADJUST ELC 2.1 BUDGET	BJE 536		21,935.00		04	EXP
04555090	55111	G4100	INCREASE CDC WORKFORCE	BJE 530	10,000.00			04	EXP

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
04555090	55111	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	2,345.00			04	EXP
04555090	55112	G1296	ADDD ARPA 6.1 GRANT TO BUDGET	BJE 525	27,716.00			04	EXP
04555090	55112	G1263	ADJUST ELC 2.1 BUDGET	BJE 536		15,681.00		04	EXP
04555090	55112	G4100	INCREASE CDC WORKFORCE	BJE 530	8,500.00			04	EXP
04555090	55112	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	10,128.00			04	EXP
04555090	55210	G1296	ADDD ARPA 6.1 GRANT TO BUDGET	BJE 525	3,860.00			04	EXP
04555090	55210	G1263	ADJUST ELC 2.1 BUDGET	BJE 536		2,878.00		04	EXP
04555090	55210	G4100	INCREASE CDC WORKFORCE	BJE 530	1,359.00			04	EXP
04555090	55210	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	928.00			04	EXP
04555090	55220	G1296	ADDD ARPA 6.1 GRANT TO BUDGET	BJE 525	2,500.00			04	EXP
04555090	55220	G1263	ADJUST ELC 2.1 BUDGET	BJE 536		1,631.00		04	EXP
04555090	55220	G4100	INCREASE CDC WORKFORCE	BJE 530	1,894.00			04	EXP
04555090	55220	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	508.00			04	EXP
04555090	55222	G1296	ADDD ARPA 6.1 GRANT TO BUDGET	BJE 525	14.00			04	EXP
04555090	55222	G1263	ADJUST ELC 2.1 BUDGET	BJE 536	45.00			04	EXP
04555090	55222	G4100	INCREASE CDC WORKFORCE	BJE 530	30.00			04	EXP
04555090	55222	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	46.00			04	EXP
04555090	55230	G1296	ADDD ARPA 6.1 GRANT TO BUDGET	BJE 525	1,961.00			04	EXP
04555090	55230	G1263	ADJUST ELC 2.1 BUDGET	BJE 536		865.00		04	EXP
04555090	55230	G4100	INCREASE CDC WORKFORCE	BJE 530	475.00			04	EXP
04555090	55230	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	432.00			04	EXP
04555090	55240	G1296	ADDD ARPA 6.1 GRANT TO BUDGET	BJE 525	145.00			04	EXP
04555090	55240	G1263	ADJUST ELC 2.1 BUDGET	BJE 536		71.00		04	EXP
04555090	55240	G4100	INCREASE CDC WORKFORCE	BJE 530	303.00			04	EXP
04555090	55240	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	357.00			04	EXP
04555090	55250	G1296	ADDD ARPA 6.1 GRANT TO BUDGET	BJE 525	10.00			04	EXP
04555090	55250	G1263	ADJUST ELC 2.1 BUDGET	BJE 536		72.00		04	EXP
04555090	55250	G4100	INCREASE CDC WORKFORCE	BJE 530	61.00			04	EXP
04555090	55250	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	54.00			04	EXP
04555090	55260	G1296	ADDD ARPA 6.1 GRANT TO BUDGET	BJE 525	17.00			04	EXP
04555090	55260	G1263	ADJUST ELC 2.1 BUDGET	BJE 536		316.00		04	EXP
04555090	55260	G4100	INCREASE CDC WORKFORCE	BJE 530	16.00			04	EXP
04555090	55260	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	10.00			04	EXP
04555090	55280	G1296	ADDD ARPA 6.1 GRANT TO BUDGET	BJE 525	16.00			04	EXP
04555090	55280	G1263	ADJUST ELC 2.1 BUDGET	BJE 536	30.00			04	EXP
04555090	55280	G4100	INCREASE CDC WORKFORCE	BJE 530	18.00			04	EXP
04555090	55280	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	4.00			04	EXP
04555090	56110	G4100	INCREASE CDC WORKFORCE	BJE 530	750.00			04	EXP
04555090	56120	G1263	ADJUST ELC 2.1 BUDGET	BJE 536	8,553.00			04	EXP
04555090	56120	G4100	INCREASE CDC WORKFORCE	BJE 530		887.00		04	EXP
04555090	56120	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	5,000.00			04	EXP
04555090	56180	G4100	INCREASE CDC WORKFORCE	BJE 530	300.00			04	EXP
04555090	56180	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	100.00			04	EXP
04555090	56630	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	1,000.00			04	EXP
04555090	56651	G1263	ADJUST ELC 2.1 BUDGET	BJE 536	500.00			04	EXP
04555090	57020	G4100	INCREASE CDC WORKFORCE	BJE 530	195.00			04	EXP
04555090	57022	G4100	INCREASE CDC WORKFORCE	BJE 530	1,575.00			04	EXP
04555090	57310	G1263	ADJUST ELC 2.1 BUDGET	BJE 536	197.00			04	EXP
04555090	57310	G4100	INCREASE CDC WORKFORCE	BJE 530		723.00		04	EXP
04555090	57310	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	200.00			04	EXP
04555090	57311	G4100	INCREASE CDC WORKFORCE	BJE 530		2,731.00		04	EXP
04555090	57312	G4100	INCREASE CDC WORKFORCE	BJE 530		3,151.00		04	EXP
04555090	57313	G4100	INCREASE CDC WORKFORCE	BJE 530		3,273.00		04	EXP
04555090	57324	G1263	ADJUST ELC 2.1 BUDGET	BJE 536	2,020.00			04	EXP
04555090	57329	G1263	ADJUST ELC 2.1 BUDGET	BJE 536	1,000.00			04	EXP
04555090	57329	G4100	INCREASE CDC WORKFORCE	BJE 530		3,888.00		04	EXP
04555090	57330	G4100	INCREASE CDC WORKFORCE	BJE 530	434.00			04	EXP
04555090	57332	G4100	INCREASE CDC WORKFORCE	BJE 530	3,070.00			04	EXP
04555090	57410	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	1,500.00			04	EXP
04555090	57420	G1263	ADJUST ELC 2.1 BUDGET	BJE 536	4,000.00			04	EXP
04555090	57420	G1264	ADD ELC 2.2 GRANT TO BUDGET	BJE 532	100.00			04	EXP
04555090	57430	G4100	INCREASE CDC WORKFORCE	BJE 530		940.00		04	EXP
04555090	57440	G1263	ADJUST ELC 2.1 BUDGET	BJE 536	1,500.00			04	EXP
04555090	57440	G4100	INCREASE CDC WORKFORCE	BJE 530		5,610.00		04	EXP
04555090	57450	G4100	INCREASE CDC WORKFORCE	BJE 530	10,994.00			04	EXP
04555090	57491	G4100	INCREASE CDC WORKFORCE	BJE 530	4,908.00			04	EXP
04556000	55111	G3640	INCREASE HEALTH COALITION GRAN	BJE 546	4,296.00			04	EXP
04556000	55210	G3640	INCREASE HEALTH COALITION GRAN	BJE 546	321.00			04	EXP
04556000	55220	G3640	INCREASE HEALTH COALITION GRAN	BJE 546	3,022.00			04	EXP
04556000	55222	G3640	INCREASE HEALTH COALITION GRAN	BJE 546	46.00			04	EXP

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
04556000	55230	G3640	INCREASE HEALTH COALITION GRAN	BJE 546	560.00			04	EXP
04556000	55240	G3640	INCREASE HEALTH COALITION GRAN	BJE 546	380.00			04	EXP
04556000	55250	G3640	INCREASE HEALTH COALITION GRAN	BJE 546		44.00		04	EXP
04556000	55260	G3640	INCREASE HEALTH COALITION GRAN	BJE 546		8.00		04	EXP
04556000	55280	G3640	INCREASE HEALTH COALITION GRAN	BJE 546	23.00			04	EXP
04556000	56110	G3640	INCREASE HEALTH COALITION GRAN	BJE 546	45.00			04	EXP
04556000	56120	G3640	INCREASE HEALTH COALITION GRAN	BJE 546	150.00			04	EXP
04556000	57329	G3640	INCREASE HEALTH COALITION GRAN	BJE 546		5,500.00		04	EXP
04556000	57410	G3640	INCREASE HEALTH COALITION GRAN	BJE 546		66.00		04	EXP
04556000	57480	G3640	INCREASE HEALTH COALITION GRAN	BJE 546	500.00			04	EXP
04556020	55111	G1300	ADD NEW GRANT TO BUDGET	BJE 524	8,000.00			04	EXP
04556020	55210	G1300	ADD NEW GRANT TO BUDGET	BJE 524	612.00			04	EXP
04556020	55220	G1300	ADD NEW GRANT TO BUDGET	BJE 524	806.00			04	EXP
04556020	55230	G1300	ADD NEW GRANT TO BUDGET	BJE 524	406.00			04	EXP
04556020	55240	G1300	ADD NEW GRANT TO BUDGET	BJE 524	19.00			04	EXP
04556020	55250	G1300	ADD NEW GRANT TO BUDGET	BJE 524	140.00			04	EXP
04556020	55260	G1300	ADD NEW GRANT TO BUDGET	BJE 524	7.00			04	EXP
04556020	55280	G1300	ADD NEW GRANT TO BUDGET	BJE 524	10.00			04	EXP
04556020	57310	G1300	ADD NEW GRANT TO BUDGET	BJE 524	250.00			04	EXP
04556020	57311	G1300	ADD NEW GRANT TO BUDGET	BJE 524	2,000.00			04	EXP
04556020	57312	G1300	ADD NEW GRANT TO BUDGET	BJE 524	1,000.00			04	EXP
04556020	57313	G1300	ADD NEW GRANT TO BUDGET	BJE 524	2,800.00			04	EXP
04556020	57332	G1300	ADD NEW GRANT TO BUDGET	BJE 524	1,450.00			04	EXP
			PUBLIC HEALTH FUND EXPENDITURES		**568,278.00**	**144,892.00**	**423,386.00**		
12813000	57500		HOSPITAL CONTRIBUTION	BJE 540	1,400,000.00			12	EXP
			SALES TAX FUND EXPENDITURES		**1,400,000.00**	**-**	**1,400,000.00**		
92210000	44020		RTA 2024 FINAL ADOPTED BUDGET	BJE 561		410,000.00		92	REV
92210000	44021		RTA 2024 FINAL ADOPTED BUDGET	BJE 561		12,000.00		92	REV
92210000	44220	G1042	RTA 2024 FINAL ADOPTED BUDGET	BJE 561	109,615.00			92	REV
92210000	44265	G1042	RTA 2024 FINAL ADOPTED BUDGET	BJE 561		109,615.00		92	REV
92210000	44560		RTA 2024 FINAL ADOPTED BUDGET	BJE 561	2,700.00			92	REV
92210000	44599		RTA 2024 FINAL ADOPTED BUDGET	BJE 561	16,000.00			92	REV
92210000	44610		RTA 2024 FINAL ADOPTED BUDGET	BJE 561		80,000.00		92	REV
92210000	44913		RTA 2024 FINAL ADOPTED BUDGET	BJE 561		8,000.00		92	REV
92210020	44020		RTA 2024 FINAL ADOPTED BUDGET	BJE 561	300,000.00			92	REV
			TRANSPORTATION AUTHORITY FUND REVENUES		**428,315.00**	**619,615.00**	**(191,300.00)**		
92210000	56320	G1042	RTA 2024 FINAL ADOPTED BUDGET	BJE 561		30,000.00		92	EXP
92210000	56350	G1042	RTA 2024 FINAL ADOPTED BUDGET	BJE 561		25,000.00		92	EXP
92210000	57019		RTA 2024 FINAL ADOPTED BUDGET	BJE 561		3,000.00		92	EXP
92210000	57220	G1042	RTA 2024 FINAL ADOPTED BUDGET	BJE 561	65,000.00			92	EXP
92210000	57310		RTA 2024 FINAL ADOPTED BUDGET	BJE 561		4,000.00		92	EXP
92210000	57312		RTA 2024 FINAL ADOPTED BUDGET	BJE 561		3,100.00		92	EXP
92210000	57313		RTA 2024 FINAL ADOPTED BUDGET	BJE 561		3,000.00		92	EXP
92210000	57322		RTA 2024 FINAL ADOPTED BUDGET	BJE 561	2,000.00			92	EXP
92210000	57323		RTA 2024 FINAL ADOPTED BUDGET	BJE 561	17,000.00			92	EXP
92210000	57324		RTA 2024 FINAL ADOPTED BUDGET	BJE 561	4,000.00			92	EXP
92210000	57331		RTA 2024 FINAL ADOPTED BUDGET	BJE 561	100.00			92	EXP
92210000	57332		RTA 2024 FINAL ADOPTED BUDGET	BJE 561		1,000.00		92	EXP
92210000	57350		RTA 2024 FINAL ADOPTED BUDGET	BJE 561		1,000.00		92	EXP
92210000	57353		RTA 2024 FINAL ADOPTED BUDGET	BJE 561		9,000.00		92	EXP
92210000	57410		RTA 2024 FINAL ADOPTED BUDGET	BJE 561		5,000.00		92	EXP
92210000	57430		RTA 2024 FINAL ADOPTED BUDGET	BJE 561	1,000.00			92	EXP
92210000	57460		RTA 2024 FINAL ADOPTED BUDGET	BJE 561	3,590.00			92	EXP
92210000	59027	G1042	RTA 2024 FINAL ADOPTED BUDGET	BJE 561	260,000.00			92	EXP
92210010	58110		RTA 2024 FINAL ADOPTED BUDGET	BJE 561	800,167.00			92	EXP
92210010	58210		RTA 2024 FINAL ADOPTED BUDGET	BJE 561	12,456.00			92	EXP
92210010	58620		RTA 2024 FINAL ADOPTED BUDGET	BJE 561	38,000.00			92	EXP
92210010	58620	G3587	RTA 2024 FINAL ADOPTED BUDGET	BJE 561	110,043.00			92	EXP
92210020	57324		RTA 2024 FINAL ADOPTED BUDGET	BJE 561	3,000.00			92	EXP
92210020	57801		RTA 2024 FINAL ADOPTED BUDGET	BJE 561		300,000.00		92	EXP
			TRANSPORTATION AUTHORITY FUND EXPENDITURES		**1,316,356.00**	**384,100.00**	**932,256.00**		

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Profes

Action Requested:

Parties to the Agreement:

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

Summary:

Ack of CM Sig; PSA; Alpha Building Solutions

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
Legally sufficient. SO 11/18/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 11/18/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 18th day of November 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("Gunnison County") and Alpha Building Solutions LLC, 2079 Hwy. 135, Gunnison, CO 81230 ("Contractor").

AGREEMENT

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

1. SERVICES.

The Contractor shall provide professional services as follows: installation of a culvert and repair of water, wastewater, and electric lines at Shady Island River Park. The culvert will be provided by the County. In addition the contractor shall pour an extension to the boat ramp approximately 30' wide by 20' long and 4" thick to match the existing ramp.
("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 31, 2024, unless sooner terminated or replaced as provided in this Agreement.

3. 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 Thirty thousand and No/100 U. S. Dollars ($30,000) ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may,

after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

4. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

5. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

6. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

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 acts, failure to act, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

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

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

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. PANDEMICS.

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

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

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

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

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

permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

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

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

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

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

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

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

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 fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or

any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

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

20. NOTICES.

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

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:	Alpha Building Solutions 2079 Hwy. 135 Gunnison, CO 81230

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

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the 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; PERSONALLY IDENTIFIABLE INFORMATION.

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

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall

immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq*. Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

25. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: _____

Its: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Installation of a culvert and repair of water, wastewater, and electric lines at Shady Island River Park. Culvert to be provided by County. Installation of an extension to the boat ramp approximately 30'x 20'x 4" to match the existing ramp.

Rates billed as described below not to exceed $30,000:

-Carpentry Labor	$856/ hour
-Skid steer and mini excavator	$150/hour
-Large excavator	$200/hour
-Tandem dump truck	$150/hour
Overhead and profit	20% markup on materials

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Profes

Action Requested:

Parties to the Agreement:

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

Summary:

Ack of CM Sig; PSA; Outbackjack

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
Legally sufficient. SO 11/18/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 11/18/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 19th day of November 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("Gunnison County") and Outbackjack LLC The Turd Herder, whose address is 402 West Gunnison Suite 1, Gunnison, CO 81230 ("Contractor").

AGREEMENT

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

1. SERVICES.

The Contractor shall provide professional services as follows: replacing existing 2 inch water pipe as discussed and described in estimate 1053("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 31, 2024, unless sooner terminated or replaced as provided in this Agreement.

3. 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 fourteen thousand and No/100 U. S. Dollars ($14,000) ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

4. INSURANCE.

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

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

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

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

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100

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

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

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

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

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

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars ($424,000) for any injury to

one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars ($1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars ($424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

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

5. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

6. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

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 acts, failure to act, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

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

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

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.

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The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes

necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

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

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

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

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

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

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

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

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

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

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

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 fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

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

20. NOTICES.

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

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: Outbackjack LLC
402 West Gunnison Ave Suite 1
Gunnison CO 81230

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

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the 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; PERSONALLY IDENTIFIABLE INFORMATION.

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

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

25. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: _____

Its: _____

ATTEST:

_____

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: _____

Its: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Outbackjack LLC The Turd Herder
402 West Gunnison Suite 1
Gunnison, CO 81230
+19706417450
theturdherder911@gmail.com;
outbackjackllc@outlook.com
www.theturdherder.com

Estimate

ADDRESS
Gunnison County Fairgrounds
275 S Spruce Street
Gunnison, CO 81230

ESTIMATE # 1053
DATE 11/14/2024
EXPIRATION DATE 12/13/2024

JOB
275 S Spruce Street

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Excavator 080 and Skid Steer 097 w/Operator; Dig Trench, Back Fill, Compact, Etc.	1	10,000.00	10,000.00
	Pipe and Fittings used in Excavation	1	2,200.00	2,200.00
	Miscellaneous/Unknown Factors	1	1,800.00	1,800.00

Please note this estimate reflects the County supplying the bedding material and road base to finish project.

TOTAL **$14,000.00**

Accepted By

Accepted Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Memora

Action Requested:

Parties to the Agreement:

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

Summary:

Acknowledgment of County Manager's signature; Memorandum of Agreement for Gunnison Valley Hospital Board of Trustees and Regional Transportation Authority Senior Transportation

Fiscal Impact:

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

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
Legally sufficient. SO 11/18/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 11/18/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

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

THIS MEMORANDOM OF AGREEMENT ("Agreement") made effective the ___ day of December, 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 the Board of Trustees of Gunnison Valley Hospital, on behalf of the Gunnison Valley Health Senior Care Center ("Senior Care Center") and the Gunnison Valley Transportation Authority, a political subdivision of the State of Colorado (herein "RTA").

RECITALS

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

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

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

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each hereby acknowledges, the parties agree as follows:

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on January 1, 2025 and shall terminate on December 31, 2025 unless sooner terminated or replaced as provided herein.

3. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Senior Care Center performance of the Services, during the Term, the RTA hereby appoints Gunnison County as its fiscal agent, and the RTA, through Gunnison County, shall pay Senior Care Center Senior Care Center fees as more specifically not to exceed Three Hundred Fifteeen Thousand Dollars and No/100 U. S. Dollars ($315,000.00). Payment shall be made by Gunnison County to Senior Care Center within 45 days of receipt of an invoice. Any expenditures in excess of this amount must be pre-approved in writing by the RTA through its Executive Director.

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

4. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

5. INDEPENDENT CONTRACTOR.

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

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

6. INDEMNIFICATION.

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

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

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

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

7. DISCRIMINATION.

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

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

9. MISCELLANEOUS.

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

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

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County or the RTA of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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

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

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

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

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

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

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

10. DELEGATION AND ASSIGNMENT.

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

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

11. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Senior Care Center shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

12. OWNERSHIP OF PROPERTY.

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

13. WARRANTIES.

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

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

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

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

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

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

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

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

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

15. NO THIRD-PARTY BENEFICIARY.

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

16. CONFLICT OF INTEREST.

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

17. FORCE MAJEURE.

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

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

18. NOTICES.

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

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

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

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

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

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

19. GOVERNING LAW.

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

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

21. ENTIRE AGREEMENT.

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

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

22. RECORDS.

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

23. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

Gunnison Valley Rural Transportation Authority

By: _____
Board Chair

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

By: _____
Shandy Kibler, ~~Assistant~~ Administrator

APPENDIX "A"

SCOPE OF SERVICES

Senior Care Center shall perform and provide the following services:

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

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

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

Regional Transportation Authority shall perform and provide the following services:

- Funding to the Senior Care Center in the amount not to exceed $315,000.00 for transportation services to Seniors of Gunnison County, within the identified service area.

Gunnison County shall perform and provide the following services:

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Airport Services Agreement; Jackalope Services, LL

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Jackalope Services LLC dba Bethany Montlary

Term Begins: 01/01/2025 **Term Ends:** **Grant Contract #:**

Summary:

2025 janitorial agreement with Jackalope Services to provide cleaning in the commercial terminal.

Fiscal Impact: Not to exceed $80,000

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
Legally sufficient. SO 12/10/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/10/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

AIRPORT SERVICES AGREEMENT

THIS AIRPORT SERVICES AGREEMENT ("Agreement") made effective the 1st day of January, 2025, 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 **Jackalope Services LLC dba Bethany J Montlary** whose address **P.O. Box 1412 Gunnison CO 81230** (herein "Contractor").

RECITALS

WHEREAS the Contractor desires to provide professional services regarding ("Services") as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

WHEREAS 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.

1.1 Contractor shall furnish all labor and supervision 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.

2.1 The term of this Agreement shall commence on **January 1st 2025** and shall terminate on **December 31, 2025**, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

3.1 Execution of this Agreement will assist the County with its clean and safe facilities and grounds strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

4.1 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 **$80,000 (eighty thousand dollars) per year**. Payment shall be made monthly by Gunnison County to Contractor within 45 days of receipt of an invoice.

4.2 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.

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

5. INSURANCE.

5.1 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, nonrenewal 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).

5.2 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.

5.3 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.

5.4 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.

5.5 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.

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

6. INDEPENDENT CONTRACTOR.

6.1 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.

6.2 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.**

7.1 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.

7.2 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.

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

8. DISCRIMINATION.

8.1 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.

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

9.2 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.

9.3 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.

9.4 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.

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

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

10.1 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.

11.1 **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.

11.2 **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.

11.3 **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, § 2410-101, 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.

11.4 **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.

11.5 **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.

11.6 **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.

11.7 **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.

11.8 **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.

11.9 **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.

11.10 **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.

12.1 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.

13.1 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.

14.1 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:

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

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

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

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

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

15.6 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.

16.1 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.

17.1 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.

18.1 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.

19.1 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.

20.1 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:

To 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

To Contractor:

Jackalope Services LLC dba Bethany J Montlary
P.O. Box 1412 Gunnison, CO 81230

20.2 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.

21.1 his 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.

22.1 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.

22.2 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.

22.3 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.

23.1 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.

23.2 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.

24.1 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.

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

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

BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF GUNNISON, COLORADO

_____

By: Matthew Birnie, County Manager

ATTEST:

_____

Deputy Clerk

12/9/24

_____

By: CONTRACTOR

Bethany J Montlary

APPENDIX "A"

SCOPE OF SERVICES

Airport Terminal Janitorial

Rate: Annual Budget not to exceed: $79,945. Billed monthly.

***Busy Season**: approx. December 15 - March. $300 a day*
($300 a day x 108 days = $32,400)

***Slow Season**:* April - November. $185 a day
($185 a day x 257 days = $47,545)

Area Scope: (see attached floor plan for reference).

Included areas:
- All terminal indoor public areas
- Ticketing and Rental car counters
- Hold rooms including "Living room area" and Jet Bridges (Passenger Boarding bridges)
- Baggage Claim
- Ticketing Hall
- TSA Checkpoint queuing hallway
- TSA check point (garbage can service only)
- Restrooms
- Westside staff stairway and 2nd floor hall in front of airline offices/TSA offices

Excluded areas: (Appendix B)
- TSA office
- Airline offices
- TSA checkpoint
- Airline staff side of ticket counters and gate counters
- Rental car offices and backside of Rental car counters
- Mechanical and electrical rooms
- Bar and food preparation area
- Baggage screening
- Baggage make-up
- Airline break-room

Daily (365 days a year)
- Empty all garbage cans and place garbage bags in outside dumpsters
- Sweep and dust mop wood floors
- Spot vacuum as needed
- Disinfect and polish all water fountains
- Clean and disinfect entrance doors and sterile area exit doors and glass

- Wipe and disinfect all countertops
- Spot clean all glass as needed
- Wash, fold and return all cleaning towels & mop heads
- Keep cleaning carts & cleaning closets cleaned and organized

Restrooms:

- Remove all garbage and empty feminine waste bins
- Clean toilets including removing hard water stains, disinfecting bowl, seat, stool, and flush handles
- Clean and disinfect partitions tile walls, latch handles and all other touch points
- Clean and disinfect sinks, counter tops, soap dispensers and remove all hard water build up
- Clean mirrors and light fixtures
- Clean and mop all bathroom floors

Weekly

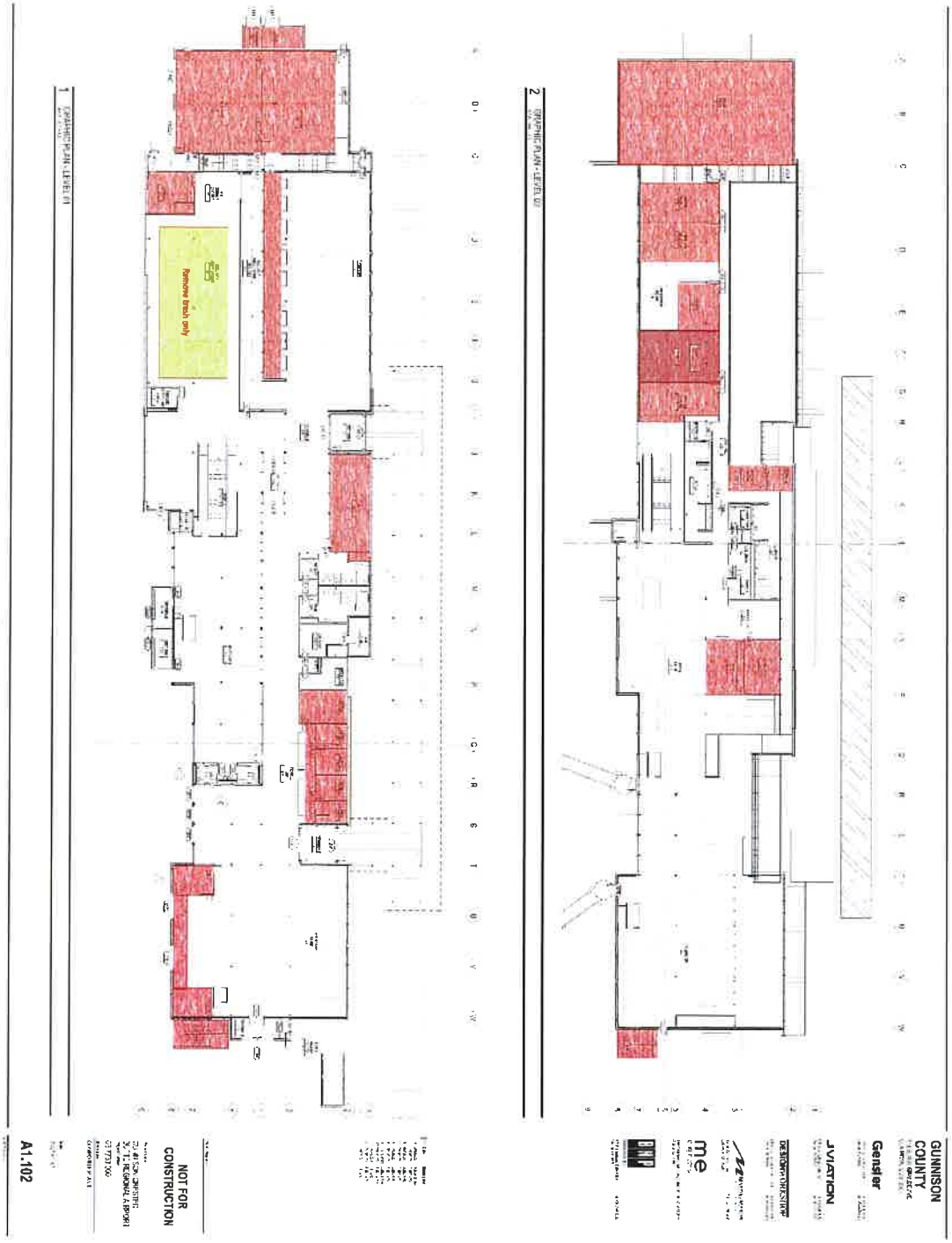
- Clean Westside staff stairway and 2nd floor hall in front of airline offices/TSA
- Clean Jet Bridges (Passenger Boarding bridges)
- Spot clean furniture as needed
- Emptying vacuum bags and cleaning vacuum filters the 1st of each month.

Supplies & equipment purchased by the County.

Report any outages, damages etc. of any services or equipment if or when noticed to Airport Operations/Facilities.

Rate for additional services provided upon request.

APPENDIX "B" Excluded Areas



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Budget Justification Form; Gunnison County Substan

Action Requested: Other consent to submit budget amendment

Parties to the Agreement: CDPHE

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

Summary:

Budget amendment for the primary grant that funds GCSAPP to increase personnel and fringe funding.

Fiscal Impact: $16,334.85

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/10/2024

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

Comments:

Budget Amendment for COFP/CTC (Community Organizing For Prevention/Communities That Care) for your approval (no signature needed). The proposed budget amendment is contained in the spreadsheet. The State will send a contract amendment for this amended budget in a month or two for signature.
Legally sufficient. SO 12/11/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/11/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM

Original Contract Routing #

Version 6.2024

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	Program Contact Name, Title, Phone and Email	Emily Mirza, GCSAPP Program Manager 970-642-7396, emirza@gunnisoncounty.org
Budget Period	July 1, 2024 through June 30, 2025	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	Contract/Encumbrance Number	

Expenditure Categories		Budget Totals		
Personal Services Salaried Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	**Description of Work and Justification for Revision**			
Communities that Care Community Mobilizer/Manager	This position is responsible for coordinating the Communities That Care project with fidelity, including Community Board and Key Leader Board member engagement; communication; meetings; reporting on the project; maintaining communication with community partners and community members; and coordinating implementation of evidence-based youth substance	$82,788.00	$6,500.00	$89,288.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Personal Services Hourly Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	**Description of Work and Justification for Revision**			
Protective Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting	$8,840.00	$1,716.00	$10,556.00
Risk Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting sc	$14,300.00	$416.00	$14,716.00
Prevention Programs	Ensures the coalition is practicing PYD and youth engagement strategies to fidelity. Assisting wi	$36,660.00	$390.00	$37,050.00
Cultural Community Educator	Increases equitable communication, translates documents for community meetings and protec	$32,266.00	$1,215.00	$33,481.00
Community Champion	This position is responsible for building capacity for other parents or residents who are engaged	$18,980.00	$520.00	$19,500.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
	Total Personal Services (including fringe benefits)	**$193,834.00**	**$10,757.00**	**$204,591.00**
Supplies & Operating Expenses		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	**Description of Item and Justification for Revision**			
Conference Registration - coalition members *(participant support cost)*	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference for 3 coalition mer	$975.00		$975.00
Conference Registration - staff	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference the Community M	$325.00		$325.00
Supplies-Office	Pens, paper, sticky notes, highlighters, tablets, file folders, presentation boards, flash drives, ba	$387.04		$387.04
Meeting Costs	Lunch for in-person Workgroup Meetings and coalition meetings. 18 workgroup meeting per y	$3,360.00	$1,000.00	$4,960.00
Incentives *(participant support cost)*	Incentives to acknowledge community member (parent, youth, or resident) time and expertise	$1,800.00	$2,000.00	$3,800.00
Computer Costs	We pay monthly computer costs to the county $300/mo. per computer - costs 2.5 FTE	$9,000.00	$0.00	$9,000.00
Phone Costs	Monthly phone costs for the county are $35/mo. per phone - costs 2.5 FTE	$1,050.00	$0.00	$1,050.00
Copy & Print Supplies	Community engagement and meeting materials, PYD training materials, flyers, promotional car	$600.00	$300.00	$900.00
Advertising and Promotional Costs	Costs for informing and educating the community about risk and protective factors and ways to	$2,184.00	$0.00	$2,184.00
Equity Lab/Training	4 in person equity lab/trainings . $250 x 4 = $1000. $250 per session to cover the cost of facilita	$1,400.00	$0.00	$1,400.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

				$0.00
				$0.00
				$0.00
	Total Supplies & Operating Expenses	**$21,081.04**	**$3,300.00**	**$24,981.04**
Travel		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	**Description of Item and Justification for Revision**			
Mileage - Staff	Mileage, paid at the IRS mileage rate of $0.67 per mile for Community Mobilizer. This includes 1	$2,412.00		$2,412.00
Lodging - Staff	Lodging for Community Mobilizer to attend 1 training in Denver (3 nights X $195 per night x 1 r	$1,407.00		$1,407.00
Lodging - Coalition Members	Lodging for 1 coalition member to attend 1 training in Denver (3 nights X $195 per night x 1 roo	$2,187.00		$2,187.00
Meals - Staff	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at $57 + 2 full d	$1,064.00		$1,064.00
Meals - Coalition Members	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at $57 + 2 full d			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
	Total Travel	**$7,070.00**	**$0.00**	**$7,070.00**
Contractual (payments to third parties or entities)		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Subcontractor Entity Name	**Description of Item and Justification for Revision**			
Gunnison Valley Mentors	Time and expertise dedicated to supporting the community members engaged in the process a	$5,200.00		$5,200.00
Gunnison Watershed RE1J	Gunnison Watershed School District staff will build capacity to promote SDS in the community a	$2,000.00		$2,000.00
Youth Advisor	One university student to work with GCSAPP, attends all coalition meetings, chooses one imple		$1,500.00	$1,500.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
	Total Contractual	**$7,200.00**	**$1,500.00**	**$8,700.00**
	SUB-TOTAL BEFORE INDIRECT	**$229,185.04**	**$15,557.00**	**$245,342.04**
Indirect		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	**Description of Item**			
Federal Negotiated Indirect cost rate				$0.00
CDPHE Negotiated Indirect Cost Rate	Gunnison County has a CY2023 CDPHE negotiated rate of 23.53% Total Direct Costs excluding capital expenditures, rent and participant incentives, but has opted to assess a lesser rate of 5% Modified Total Direct Costs for this grant	$ 11,527.96	$777.85	$12,305.81
De Minimis Indirect Cost Rate				$0.00
	Total Indirect	**$11,527.96**	**$777.85**	**$12,305.81**
	TOTAL	**$240,713.00**	**$16,334.85**	**$257,647.85**

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DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CONTRACT ROUTING NO. 2022*0148

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 13 FAA 00023.

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment

Prevention Services Division
Injury and Violence Prevention-Mental Health Promotion
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACT MADE DATE: 4/12/2021

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2021, whichever is later. The contract shall end on 06/30/2022.

PROCUREMENT METHOD:
RFA 32714

BID/RFP/LIST PRICE AGREEMENT NUMBER:
N/A

LAW SPECIFIED VENDOR STATUTE:
N/A

STATE REPRESENTATIVE:
Ali Maffey
VIP-MHP Branch
Prevention Services Divisino, A-4
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACTOR:
Board of County Commisioners of Gunnison County
for the use and benefit of the Gunnison County Department of Health and Human Services
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333

CONTRACTOR DUNS: 133115220

CONTRACTOR ENTITY TYPE:
Political Subdivision

BILLING STATEMENTS RECEIVED:
Monthly

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Subrecipient

CONTRACT PRICE NOT TO EXCEED: $222,342.00
FEDERAL FUNDING DOLLARS:
STATE FUNDING DOLLARS: $222,342.00
OTHER FUNDING DOLLARS:
Specify "Other":

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY22: $222,342.00
:
:
:
:

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:
Joni Reynolds
Health and Human Services Director
225 North Pine Street, Suite E
Gunnison Colorado, 81230-2333

PROJECT DESCRIPTION:
Implement the "Communities that Care" model to identify evidence-based or evidence informed youth substance abuse prevention strategies and identify sustainable local or regional strategies for ongoing implementation of youth substance abuse prevention strategies

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EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A -	Additional Provisions
Exhibit B -	Statement of Work
Exhibit C -	Budget
Exhibit D-	Sample Option Letter

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.

2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not; commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.

3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits

and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".

5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.

6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.

7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is $100,000 or higher]*

By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

SIGNATURE PAGE
Contract Routing Number: 2022*0148

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR	**STATE OF COLORADO**
Board of County Commisioners of Gunnison County for the use and benefit of the Gunnison County Department of Health and Human Services	**Jared S. Polis, Governor** Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
DocuSigned by: By: Signature 0807287707904CD...	DocuSigned by: Lisa McGovern By: Signature 2EDF870A1A7D4FC...
Jonathan Houck Name of Person Signing for Contractor	Lisa McGovern Name of Executive Director Delegate
Chair-Gunnison BOCC Title of Person Signing for Contractor	Procurement & Contracts Section Director Title of Executive Director Delegate
Date: 2021-05-10	Date: 2021-05-11

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Travis Yoder
By: Signature
3687BAF0D5514C4...

Travis Yoder
Name of State Controller Delegate

controller
Title of State Controller Delegate

Contract Effective Date: 2021-05-31

-- Signature Page End --

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EXHIBIT A

ADDITIONAL PROVISIONS
To Original Contract Routing Number CT FHLA 2022*0148

These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly schedule CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website https://cdphe.colorado.gov/standardized-invoice-form and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work and Budget.

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Alison Maffey, ali.maffey@state.co.us

   Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

   Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

2. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have **thirty (30)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **fifteen (15)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

   The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. This award does not include funds for Research and Development.

5. If Contractor indicates full expenditure of funds under this Contract by February 28 of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. The State will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than February 28 of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by February 28, CDPHE will reallocate unspent funds without any penalties to the Contractor.

Upon receipt of timely written notice of an objection by the State for inability to fully expend funds, the Contractor shall have a reasonable period of time not to exceed ten (10) calendar days to respond to the action. If no dispute is received by the State within ten (10) calendar days, the State has the option to reduce the current budget for the current year and any upcoming budget for future contractual agreements.

6. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs shall be submitted to the State at least ninety (90) days prior to the end of the contract period and may require an amendment in accordance with General Provisions, Section 16, Contract Modifications, of this Contract.

7. Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

8. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.

9. Contractor shall not use State funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).

10. The State, at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.

11. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.

EXHIBIT B

STATEMENT OF WORK
Original Contract Routing Number: 2022*0148

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County

II. Project Description:

This project uses Marijuana Tax Cash Funds to improve the health of all Coloradans by reducing substance misuse among youth. CDPHE prioritized funding to reach this outcome using an evidence-based community-organizing approach that reduces the risk and increases the protective factors that are also linked to long-term reductions in violence and suicide in addition to substance misuse. Special attention must be paid to focusing these efforts on addressing racial justice and other oppressive systems within each community, elevating all community voices and allowing community members to drive decision-making. During the scope of this project, grantees can expect to see reductions in risk factors and increases in protective factors. Under this model, funded community Coalition Member groups across the state implement the following:

1. Organize a group of youth, families, professional Coalition Members, and formal and informal leaders;
2. Build the capacity of Coalition Members to
    a. assess the specific and well-researched risk factors (factors that increase the likelihood of a problem behavior) and protective factors (factors that buffer someone from the risks of a problem behavior) among the youth in their communities;
    b. select from a menu of proven or evidence-informed Primary Prevention strategies (including programs) to address the factors most relevant among their local youth;
    c. identify funding for the selected strategies, implement those strategies aligned to best practices, and evaluate the impact of their strategies.

Community Coalition Member groups will do this within their defined Geographic Areas of Focus. Colorado youth in each of the funded communities across the state will benefit from this project due to the increased presence of evidence-informed strategies and programs in their community as a result of organized Coalition Member efforts to impact gaps in preventing risk or promoting protective factors.

III. Definitions:

1. **Authentic Community Engagement**: Authentic Community Engagement is a two-way exchange of information, ideas and resources. Community engagement should offer opportunities for communities to exercise power in decision-making. It should also consider the diversity of our communities, including culture and ethnicity, and see to create an inclusive and accessible process.
2. **CDE:** Colorado Department of Education
3. **CDPHE:** Colorado Department of Public Health and Environment
4. **CMP:** Collaborative Management Programs funded by CDHS
5. **Coalition Members**: Coalition members include all participants of the organized group engaged in the CTC Model representative of the many sectors recommended to be a part of local prevention decision-making: youth, parents, residents, public health, youth-serving organization, such as mentoring and after school programs, local education authority, community-based organization addressing prevention, local housing and human services, local community health and/or health care organization, local law enforcement, local business, and elected officials. These Coalition Members should represent the diversity of the community they represent. Coalition Members is inclusive of participants in the key leader board, community board, and workgroups as outlined in the CTC Model.

6. **Community Action Plan (CAP):** This comprehensive and community-wide action plan defines the community engagement process and Primary Prevention plan of CTC. Part 1 of this plan includes the Coalition Members engaged, existing Primary Prevention efforts within the community, the prioritization process of the data, the risk and protective factors that the community selected to address, and the selected Primary Prevention strategies and programs that the community, not the lead agency, has decided to prioritize to reduce those risk or improve those protective factors. The plan is ideally comprehensive when it includes strategies and practices that cross the Socio-Ecological Model, including programs for individuals and families, policy improvements for organization and local governance, and efforts to shift the community norms to reflect the Social Development Strategy. Part 2 of this plan, sometimes called the implementation and evaluation plan, ultimately specifies the steps that the community will take to implement the action plan, capacity building, funding, and outlines how those steps will be measured for success. Part 2 of the plan addresses gaps that exist within the community and is fluid as the Coalition Members shift their implementation strategies to adjust to an ever-changing environment.
7. **Communities That Care (CTC) Model**: The CTC Model is an evidence-based community engagement and Prevention Science approach identified as a promising program by the Blueprints for Healthy Youth Development evidence-based registry. CTC includes 5 phases of implementation with milestones outlined for each phase:
    phase 1: Get Started
    phase 2: Get Involved
    phase 3: Develop Community Profile
    phase 4: Create a Plan
    phase 5: Implement and Evaluate
7. **CTC Community Mobilizer**: The CTC Community Mobilizer is responsible supporting the community Coalition groups to understand and implement the CTC Model. This position will encourage the use of evidence-based approaches as the local Coalition plans, develops, implements, monitors, and sustains prevention strategies aligned to community needs. The Community Mobilizer's guidance and support throughout CTC implementation will advocate for community-driven practices and emphasize capacity building of Coalition Members. This role will have various responsibilities, and will also be tasked with sharing responsibility, leadership, and ownership with the community Coalition Members. There is one CTC Community Mobilizer per Grantee.
8. **CU Anschutz**: University of Colorado Anschutz Medical Campus
9. **DCJ**: Division of Criminal Justice
10. **DfC**: Drug Free Communities Grant recipients from the Office of National Drug Control and Policy
11. **External Evaluation Entity:** CDPHE will hire an external evaluation agency to conduct cross-site evaluation of implementation across the state, as well as to provide subject matter expertise and technical assistance to improve data-driven decision-making and local evaluation planning for CAPs.
12. **FTE**: Full Time Equivalent staff.
13. **Geographic Area of Focus:** the boundaries of the community selected for intervention by the Contractor. Defined geographic boundaries support the External Evaluation Entity in identifying data sources to monitor for outcome evaluation over time.
14. **HKCS:** Healthy Kids Colorado Survey
15. **MCH:** Maternal Child Health programs funded at local public health agencies throughout the state.
16. **OBH**: Office of Behavioral Health at the Colorado Department of Human Services
17. **Prevention Science:** Prevention Science focuses on the development of evidence-based strategies that reduce risk factors and enhance protective factors to improve the health and wellbeing of individuals, families, and communities. A central tenet of Prevention Science is the promotion of health equity and reduction of disparities by studying how social, economic and racial inequalities and discrimination influence healthy development and wellbeing. The application of well-tested practices, strategies and policies generated by Prevention Science can lead to substantial cost-savings by investing in upstream strategies to avoid downstream costs. An integrated delivery

system of comprehensive evidence-based prevention strategies that crosses many public sectors with scientifically-based guidance and resources to legislative and administrative decision-makers will facilitate the integration of best practices from Prevention Science into policy.

18. **Primary Prevention**: As defined by the Centers for Disease Control's (CDC) Principles of Prevention Guide, Primary Prevention takes place BEFORE substance misuse (or other health behavior) initially occurs. It involves programs and strategies designed to reduce the factors that put people at risk for substance misuse or exposure. Or, they encourage the factors that protect or buffer people from substances.
19. **Positive Youth Development (PYD):** PYD is an approach that guides communities and organizations in the way that they organize services, opportunities and supports. In practice, this approach incorporates the development of skills, opportunities and authentic relationships into programs, practices and policies, so that young people reach their full potential.
20. **SB94:** Programs funded by CDHS authorized through Senate Bill 94.
21. **Shared Risk and Protective Factors:** Research from the Centers of Disease Control and Prevention shows that many forms of violence and injury are connected and share many of the same risk and protective factors. These factors can put someone more or less at risk of experiencing substance misuse, poor educational attainment, violence and injury.
22. **Social Development Strategy (SDS):** Providing young people with opportunities, skills and recognition strengthens bonding with family, school and community. Strong bonds motivate young people to adopt healthy standards for behavior. The strategy has five key components:
    1) Opportunities: Provide developmentally appropriate opportunities to young people, for active participation and meaningful interaction with prosocial others.
    2) Skills: Teach young people the skills they need to succeed
    3) Recognition: Provide consistent specific praise and recognition for effort, improvement, and achievement.
    4) Bonding: Acknowledge a young person's effort and promote positive bonding — a sense of attachment, emotional connection and commitment to the people and groups who provide that recognition. Bonding can occur with a family member, teacher, coach, employer or neighbor.
    5) Clear Standards for Behavior: Through the process of bonding, young people become motivated to live according to the healthy standards of the person or group to whom they are bonded.
23. **Socio-Ecological Model:** CDC uses a four-level Social-Ecological Model to better understand domains that influence decisions, behaviors, and outcomes and the effect of potential prevention strategies in influencing positive changes in these domains. This model considers the complex interplay between individual, relationship, community, and societal factors.
24. **State-funded programs**: Examples of state-funded prevention programs include the Tony Grampsas Youth Services projects, sexual violence prevention programs, communities funded by the Office of Suicide Prevention, Maternal Child Health, CDE grantees, collaborative management programs, community substance misuse treatment programs funded by OBH, Senate Bill 94 programs, Regional Accountable Entities funded by Health Care Policy and Financing, and other Division of Criminal Justice programs.
25. **Substance misuse:** substance misuse among youth includes underage use of marijuana and alcohol and the misuse of prescription drugs/opioids. Additional substances may be included in the definition of substance misuse by a community if they have documented data of misuse or abuse among youth in their community, excluding tobacco.
26. **TGYS:** Tony Grampsas Youth Services grants for Primary Prevention programs in communities.

IV. Work Plan:

Goal #1: Create healthy, thriving and resilient communities, free from violence and injury.

EXHIBIT B

Objective #1: No later than the expiration date of this contract, maintain an organized group of Coalition Members who are prepared to use Prevention Science to impact Shared Risk and Protective Factors in the lives of youth in their Geographic Area of Focus.	
Primary Activity #1	The Contractor shall facilitate a group of Coalition Members that represent the Geographic Area of Focus through the milestones and phases 1 and 2 of the CTC Model, in order to develop their capacity to drive decisions that promote Prevention Science within their community.
Sub-Activities #1	1. The Contractor shall provide a CTC Community Mobilizer that is 0.75 FTE or greater. 2. The Contractor shall define the parameters of the Geographic Area of Focus in order to recruit Coalition Members from the area. 3. The Contractor shall retain diverse Coalition Members to serve on the key leader board and community board. 4. The Contractor shall provide a list of middle and high schools in their Geographic Area of Focus to the CU Anschutz HKCS team to encourage focused recruitment of those schools in the HKCS. 5. The Contractor shall retain leaders of state-funded upstream prevention projects within the Geographic Area of Focus to participate in the CTC process. 6. The Contractor shall retain leaders of state-funded opioid prevention and intervention projects within the Geographic Area of Focus to participate in the CTC process. 7. The Contractor shall act as a liaison linking CU Anschutz HKCS staff to schools for recruitment for survey administration. 8. The Contractor shall request a report sharing agreement with local schools to receive HKCS scaled risk and protective factor reports once every two years, 9. The Contractor shall provide professional development opportunities to support the CTC Community Mobilizer's ability to effectively facilitate Coalition Member growth and sustainability to address Prevention Science. 10. The Contractor shall use group facilitation skills and tools, provided by CDPHE, to guide the Coalition Members through the CTC process. 11. The Contractor shall facilitate the Coalition Member's development through the milestones of phases 1 and 2 in the CTC Model. 12. The Contractor shall increase Coalition Members' capacity to implement Prevention Science approaches within the community. 13. The Contractor shall implement milestones from phases 1 and 2 needed to support Coalition Member progress in achieving milestones from phases 3-5. 14. The Contractor shall hold a minimum of one (1) Coalition Member meeting per month. 15. The Contractor shall complete the CTC milestones tool. 16. The Contractor shall send community Coalition Members agendas, resources, and updates in advance to prepare for meetings. 17. The Contractor shall facilitate delegation of CTC Model, workgroup, and phase tasks.

	18. The Contractor shall train Coalition Members to expand community outreach. 19. The Contractor shall participate in all required technical assistance meetings conducted by the CDPHE CTC team. 20. The Contractor shall complete an equity assessment to identify the ways in which CTC community mobilizing contributes to oppression in the community. 21. The Contractor shall implement changes identified in the equity assessment. 22. The Contractor shall participate in all cross-site evaluation activities required by the External Evaluation Entity. 23. The Contractor shall request training and technical assistance from the External Evaluation Entity on how to use local data to drive decision-making. 24. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.
Primary Activity #2	The Contractor shall document progress on the CAP part 2.
Sub-Activities #2	1. The Contractor shall monitor implementation of any Primary Prevention strategies focused on risk or protective factors within the community to avoid duplication. 2. The Contractor shall document implementation of specific action steps and related evaluation measures, using the CDPHE provided template. 3. The Contractor shall document successes and challenges encountered by Coalition Members while implementing CAP part 2 strategies. 4. The Contractor shall reassess CAP part 2 activities to identify appropriate lead agency involvement and funding needs for sustainability. 5. The Contractor shall track Coalition Member progress toward implementation of the steps outlined in the CAP. 6. The Contractor shall document Primary Prevention strategy and program updates in the CAP part 2. 7. The Contractor shall make quality improvements to the CAP Part 2 that align with outcome-focused planning. 8. The Contractor shall complete an equity assessment to identify the ways in which CAP implementation contributes to oppression in the community. 9. The Contractor shall adjust the CAP part 2 implementation to adjust for issues identified through an equity impact assessment. 10. The Contractor shall update the CTC milestones tool for phase 5. 11. The Contractor shall complete the evaluation portions of the CAP Part 2, using the CDPHE provided template. 12. The Contractor shall request training and technical assistance from the External Evaluation Entity on how to complete the evaluation portions of the CAP Part 2. 13. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.

Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. 2. CDPHE will provide the Contractor with a list of all required technical assistance meetings. 3. CDPHE will provide the Contractor with a list of all cross-site evaluation activities required by the External Evaluation Entity. 4. CDPHE will provide the Contractor with the template to document implementation of specific action steps and related evaluation measures. 5. The Contractor shall retain Coalition Members from state- and federally-funded programs that exist within their Geographic Area of Focus, including other funded prevention programs from CDE, MCH, TGYS, CMPs, SB94, DfCs, OBH, AG, or DCJ. 6. The Contractor shall adhere to the CTC Model for all activities. The CTC Model is available at the following website: http://www.communitiesthatcare.net/how-ctc-works/, which is incorporated and made part of this Contract by reference. 7. CDPHE will provide a CTC milestones tool on which the Contractor can track implementation of relevant activities. 8. The Contractor shall provide CDPHE with all information on any adjustments made to the CTC Model. 9. CDPHE will provide the Contractor with the template for the implementation and evaluation portions of the CAP Part 2. 10. The Contractor shall update the CTC milestones tool with input from the workgroups, boards, and other Coalition Members engaged in CTC and with guidance from the CDPHE Staff. 11. CDPHE will provide the Contractor with a program manual that outlines CTC Model implementation expectations. 12. The Contractor shall require the CTC Community Mobilizer demonstrate the skills identified in the CTC Community Mobilizer job description and skill assessment. 13. CDPHE will provide the Contractor with group facilitation skills and tools to help guide the Coalition Members engaged in the CTC Model. 14. The Contractor shall have a minimum of one (1) trained CTC Community Mobilizer present at each Coalition Member meeting. 15. The Contractor shall require that all CTC Community Mobilizers using the CTC Model have successfully completed the Community Mobilizer Training, content mastery assignment, and working with a CTC coach, in advance of launching CTC Model in their communities. 16. The Contractor shall adhere to all CTC Plus license agreement requirements. 17. The Contractor shall facilitate the CTC Coalition toward implementation and improvement across all six of the Elements of Effective Coalitions, found at https://drive.google.com/file/d/10pk-oiLdexeUbaGEomGq6DGc5dljpGG7/view, incorporated and made part of this Contract by reference. 18. The Contractor shall include a CTC Community Mobilizer for all required technical assistance meetings.

	19. The Contractor shall assist in all data collection efforts from the External Evaluation Entity in order to help with continuous program quality improvement, upon request by CDPHE. 20. The Contractor shall use training and technical assistance from the External Evaluation Entity to complete the evaluation portions of the CAP Part 2. 21. The Contractor shall use the Office of Health Equity's Sweet Tool on Authentic Community Engagement to move through the spectrum of engagement toward Shared Leadership with Coalition Members. This information is incorporated and made part of this Contract by reference, and is available at the following website: https://drive.google.com/file/d/119IenKB-zvTeQHUjanB0MS7rkx-Wr-UJ/view 22. The Contractor shall provide Coalition Member meetings with access to these items: a. convenient location, b. meetings held at a convenient time that does not conflict with work and school schedules, c. available public transportation, d. childcare accessibility, e. interpretation needs, and f. food. 23. The Contractor shall reimburse Coalition Members for their time and expertise if they participate outside of their employment or paid time. 24. The Contractor shall provide language interpretation at CTC Coalition Member meetings when there are non-English speaking community members participating. 25. The Contractor shall use annual feedback from cross-site evaluation activities required by the External Evaluation Entity to identify opportunities for development and quality improvement that will support program outcomes. 26. The Contractor shall require staff to participate in professional development opportunities, including grantee meetings, the Community Mobilizer training, effective facilitation strategies, positive youth development, accessing data resources, prevention-science, and other trainings as identified by CDPHE. 27. The Contractor shall use the positive youth development in action rubrics (adult and youth version) to build capacity and evaluate effective youth involvement. This document is incorporated and made part of this Contract by reference and is available at the following website: https://sites.google.com/state.co.us/pydinaction/resources 28. CDPHE will provide the Contractor with a menu of Primary Prevention strategies across the Socio-Ecological Model for Coalition Member's implementation within the CAP. 29. The Contractor shall comply with the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards) website for all health related communications. This document is incorporated and made part of this Contract by reference and is available at the following website: .http://www.integration.samhsa.gov/EnhancedCLASStandardsBlueprint.pdf . 30. The Contractor shall not use CTC funds to purchase ad space for existing statewide social marketing campaigns. 31. The Contractor shall use only marijuana research or statements on the health effects outlined by the Retail Marijuana Public Health Advisory Committee. These approved health statements and factsheets are incorporated and made

	part of this Contract by reference and are available on the following website https://marijuanahealthinfo.colorado.gov/. 32. The Contractor shall use the CDPHE-approved progress and final report templates, to be provided by CDPHE. 33. The Contractor shall provide to CDPHE upon request written procedures related to gift card purchase and handling. At a minimum, the procedures must include the following: a. How the gift card inventory is tracked and maintained; b. Gift card storage and safeguards against theft; c. The primary person responsible for securing and distribution gift cards; d. A gift card distribution log that records each gift card number, dollar amount, reason for receiving the gift card, and the printed name and signature of each gift card recipient. 34. The Contractor shall provide CDPHE with an updated staff roster of CTC Community Mobilizers and other staff within two (2) weeks of any staffing change. 35. The Contractor shall consult with their CDPHE Staff prior to making changes to Parts 1 or 2 of the Community Action Plan that would alter the objectives of either plan in order to maintain alignment to best practices. 36. CDPHE will review and provide feedback on best practices for Parts 1 and 2 of the Community Action Plan within 20 business days. 37. The Contractor shall consult with their CDPHE Staff on feedback for Parts 1 and 2 of the Community Action Plan prior to strategy and program implementation. 38. The Contractor shall use current social marketing campaign materials provided by CDPHE, when social norms change is selected as part of the CAP.
Expected Results of Activity(s)	Maintain high capacity groups of Coalition Members including residents, youth, and professionals who are ready to drive decision-making throughout the community to support the Social Development Strategy, Positive Youth Development approaches, address equity and racial justice, and to implement Prevention Science approaches in subsequent years of funding using the CTC Model across Colorado.
Measurement of Expected Results	1. Progress report on primary activities using a CDPHE approved template.

		Completion Date
Deliverables	1. The Contractor shall submit a progress report on primary activities using a CDPHE approved template.	No later than 9/30, 12/31, 3/31, 6/30 annually

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Staff. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Staff and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2022*0148

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	**Program Contact Name, Title, Phone and Email**	Kari Commerford, Director of Juvenile Services/GCSAPP (970)-642-7393 kcommerford@gunnisoncounty.org
Budget Period	July 1, 2021 through June 30, 2022	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	**Contract (CT or PO) Number**	CT FHLA 2022*0148

Expenditure Categories

Personal Services
Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Communities that Care Community Mobilizer/Manager	This position is responsible for coordinating the Communities That Care project with fidelity, including Community Board and Key Leader Board member engagement; communication; meetings; reporting on the project; maintaining communication with community partners and community members; and coordinating implementation of evidence-based youth substance abuse prevention strategies. This position is a minimum of 0.75 FTE	$ 80,172.00	$ 6,374.66	75.0%	$ 64,910.00

Personal Services
Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Protective Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules and other logistics for PYD education activities. Ensures sustainability of PYD strategy by working with community partners on securing funding and working towards collective impact.	$ 28.00	$ 8.00	442.0	$ 15,912.00

Risk Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules, food ordering, technology, printing, and other logistics related to Toxic Stress and Family Friendly Business Practices education including ensuring sustainability by working with the Early Childhood Council, Chamber of Commerce, Gunnison Valley Health and other community stakeholders	$ 28.00	$ 8.00	416.0	$ 14,976.00
Youth Engagement/Programming Coordinator	Oversees all youth advisors, assists with local GSA and Latino youth groups and ensures the coalition is practicing PYD and youth engagement strategies to fidelity.	$ 28.00	$ 8.00	1040.0	$ 37,440.00
Communications Coordinator	This position provides support to the Community Mobilizer to manage Coalition contact lists, communicates information to the public through media and printed materials, oversees community reports - creation and delivery.	$ 28.00	$ 8.00	832.0	$ 29,952.00
				Total Personal Services (including fringe benefits)	**$ 163,190.00**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Conference Registration *(participant support cost)*	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference for 4 coalition members. ** excluded from indirect.*	$ 250.00	4.0	$ 1,000.00
Supplies-Office	Pens, paper, sticky notes, highlighters, tablets, file folders, presentation boards, flash drives, batteries that will be used by Community Mobilizer at meetings and trainings. Costs are estimated based on monthly averages for similar programs.	$ 20.00	12.0	$ 240.00
Equity Lab	6 in person equity lab meetings . $160 x 6 = $960. $100 per session to cover the cost of facilitation/materials and food at $6pp x 10 =$60 per session. The purpose of the equity lab is to ensure sustainability and collaboration of health equity across the community. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA	$ 160.00	6.0	$ 960.00

Equity Training	2 equity lunch and learn presentations for coalition and community members in order to continue to educate community about health equity. $200 per presentation for presenter fee and food at $8.50 x10 people per meeting = $170 (400+170=570). $285 per meeting x 2 = $570.00. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA	$ 285.00	2.0	$ 570.00
Meeting Costs	Lunch for in-person Workgroup Meetings and coalition meetings. 18 workgroup meeting per year (10 people x $12pp = $2,160). 6 coalition meetings per year (20 people x $15pp = $1,800). Food provided as an incentive and to clear barriers for stakeholders as the meetings often occur over the lunch hour. Food for meetings is allowed per CTC RFA.	$ 3,960.00	1.0	$ 3,960.00
Incentives *(participant support cost)*	Incentives to acknowledge community member (parent, youth, or resident) time and expertise to contribute to the goals of the coalition. $30 per person x 15 persons x 12 events. **excluded from indirect*	$ 450.00	12.0	$ 5,400.00
Computer Costs	We pay monthly computer costs to the county $300/mo. per computer - costs 2.5 FTE	$ 750.00	12.0	$ 9,000.00
Copy & Print Supplies	Community engagement and meeting materials, PYD training materials, flyers, promotional cards, and educational materials for surveys and events. Average is $50 per month.	$ 50.00	12.0	$ 600.00
Advertising and Promotional Costs	Costs for informing and educating the community about risk and protective factors and ways to support youth . $300/mo. Based on cost of monthly newspaper ads.	$ 182.00	12.0	$ 2,184.00
			Total Supplies & Operating	**$ 23,914.00**

Travel

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage	Mileage, paid at the IRS mileage rate of $0.575 per mile for Community Mobilizer. This includes 2 trips to Denver to attend trainings, 1 trip to attend annual SRPF conference (2200 miles RT x .575 x 2)	$ 0.575	4400.0	$ 2,530.00
Lodging	Lodging for Community Mobilizer and 1 coalition member to attend 2 trainings in Denver (3 nights X $195 per night x 2 rooms), at the SRPF Conference (3 nights x $144 per night x 2 rooms), 1 additional professional development and coalition skill building training in Denver (3 nights @ $195 per night x 2 rooms) **$1,602 for coalition member lodging is excluded from indirect.*	$ 1,602.00	2.0	$ 3,204.00

Meals	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at $57 + 2 full days at $76 x 2 people (Community Mobilizer and 1 coalition member) x3 trips **$798 for coalition member meals is excluded from indirect.*	$ 798.00	2.0	$ 1,596.00
			Total Travel	**$ 7,330.00**
Contractual				
Subcontractor Name	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
Gunnison Valley Mentors	Time and expertise dedicated to supporting the community members engaged in the process and leading collective change across the community for Risk and Protective Factor Strategies. 6 hours a week for one staff member at $20/hr.	$ 20.00	312.0	$ 6,240.00
Community Champion	This position is responsible for building capacity for other parents or residents who are engaged in the project and who participate voluntarily and not as part of a professional role. They support action planning and implementation. $25/hr. x estimated 20 hr. mo.	$ 25.00	260.0	$ 6,500.00
Youth Advisor	2 university students to work with GCSAPP, attends all coalition meetings, chooses one implementation strategy to work on and helps to deliver presentations . $25/hr. x 10 hour per month per youth x 10 months. This helps ensure that we are having youth voice in all of our work.	$ 25.00	200.0	$ 5,000.00
			Total Contractual	**$ 17,740.00**
			SUB-TOTAL OF DIRECT COSTS	**$ 212,174.00**
Indirect				
Item	**Description of Item**			**Total Amount Requested from CDPHE**
Federally-Negotiated Indirect Cost Rate				
CDPHE-Negotiated Indirect Cost Rate	Gunnison County has a CDPHE negotiated rate of 24.87% MTDC but has opted to assess a lesser rate of 5% Modified Total Direct Costs for this grant.			$ 10,168.00
De Minimis Indirect Cost Rate				
			Total Indirect	**$ 10,168.00**
			TOTAL	**$ 222,342.00**

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EXHIBIT D

OPTION LETTER #: Click here to enter text.

State Agency : **Colorado Department Of Public Health and Environment** **4300 Cherry Creek Dr S** **Denver, CO 80246**	Original Contract # **Click here to enter text.**
Contractor (Name and Address) **Click here to enter text.**	Option Contract Number **Click here to enter text.**
Contract Performance Beginning Date : **Click here to enter a date.**	Current Contract Expiration Date : **Click here to enter a date.**

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Routing #	Federal Funding Amount*	State Funding Amount	Other Funding Amount	Term (dates)	Total
OL #1						$
Original						$
					Current Contract Maximum Amount (YTD)	$

1) **OPTIONS**
   - **A.** Option to extend for an Extension Term
   - **B.** Option to change quantity of goods under the Contract
   - **C.** Option to change quantity of services under the Contract
   - **D.** Option to change Contract rates
   - **E.** Option to initiate next phase of Contract

2) **REQUIRED PROVISIONS**:
   - **A.** In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning **Click here to enter a date.** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
   - **B.** In accordance with Section(s) Click here to enter text. of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended for the following reason: **Click here to enter text.**.
   - **C.** In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in **Click here to enter text.** for the following reason: **Click here to enter text.**. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
   - **D.** In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercise its option to initiate Phase **Click here to enter text.**, which shall begin on **Click here to enter a date.** and end on **Click here to enter a date.** at the cost/price specified in Section **Click here to enter text.**.
   - **E.** The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

3) **OPTION EFFECTIVE DATE:**
   - A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter a date.** whichever is later.

SAMPLE

DocuSign Envelope ID: 4759830A-6D97-46CE-A911-1181F18DA6DF

EXHIBIT D

PROGRAM APPROVAL	STATE OF COLORADO
By: _____	Jared S. Polis, Governor Department of Public Health and Environment Jill Hunsaker Ryan MPH, Executive Director
Date: _____	_____ By: Lisa McGovern, Purchasing & Contracts Section Director, CDPHE Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

SAMPLE

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Commercial Account Right of Entry Agreement; Chart

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Spectrum

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

Summary:

Spectrum agreement requesting entry to install equipment at the FBO.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
Legally sufficient. SO 11/25/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 11/25/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Commercial Account Right of Entry Agreement ("Agreement") is by and between the Board of County Commissioners of Gunnison County, Colorado ("Owner"), with a mailing address of 200 E. Virginia Ave, Gunnison, CO 81230, and owning real estate located at **1 AIRPORT RD GUNNISON CO 81230** ("Premises"), and **Charter Communications Operating, LLC**, on behalf of itself and its affiliates (collectively, "Charter"), with a mailing address of 12405 Powerscourt Drive, St. Louis, MO 63131, Attn: Commercial Contracts Management. This Agreement commences on the later of the execution dates set forth below ("Effective Date"). Charter and Owner may be referred to herein individually as a "Party" or collectively as the "Parties".

1. **RIGHT OF ENTRY AND EQUIPMENT**.

   a. In consideration of the mutual benefits and obligations set forth herein, Owner hereby grants to Charter and its authorized agents a non-exclusive right of entry to the Premises and those buildings of Owner located on the Premises (including building roof top(s)) ("Buildings") for the installation, maintenance, and removal of any equipment, facilities, and other communications accessories (collectively, "Equipment") to provide any of Charter's services ("Services") to any customers who can receive Services by such Equipment. Owner also hereby authorizes Charter to use those conduits and ducts of Owner that Owner may designate as available for Charter's use (collectively "Conduit").

   b. The rights herein granted to Charter include use of available power at the Premises, together with the right to access and use all risers in the Buildings, Building utility entrance facilities, utility closets in the Buildings, and other areas on the Premises and Buildings as is reasonably required for the purpose set forth herein.

   c. Charter shall, at its sole cost, install the Equipment in accordance with generally accepted industry standards, applicable laws and regulations. Charter shall secure all permits necessary for the installation, maintenance, or removal of the Equipment. The Equipment is not a fixture of the Premises. If requested by Owner, Charter shall provide to Owner the proposed route for installation of Equipment on the Premises.

   d. Charter shall at its sole expense, repair and restore all physical damage to portions of the Premises damaged by Charter to its condition existing immediately prior to such damage, normal wear and tear excepted.

2. **OWNER REPRESENTATIONS.** Owner affirms that it is the legal owner of the Premises, the Building(s), and Conduit (if applicable), and confirms that Charter will be granted all rights under this Agreement. Owner recognizes Charter's right to have exclusive control over its Equipment, and Owner will not attach to or use, and will not knowingly allow a third party to attach to or use, Charter's Equipment for any purpose without Charter's prior written consent.

3. **PUBLIC UTILITIES**. Charter will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone, and sewer lines) that are located in areas in which Charter intends to install the Equipment. Owner shall not interfere with the markings designating such locations until installation is complete. Charter shall be responsible for any damage to public utility lines on the Premises to the extent such damage arises from Charter's installation activities.

4. **PRIVATE UNDERGROUND LINES**. If Owner has private underground lines at the Premises that could impact Charter's installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes, and wires (collectively, "Impacted Private Lines"), then both Parties (provided that Owner has knowledge of the location of Impacted Private Lines) shall, in advance of any underground construction performed by Charter, work together to research the existence of all Impacted Private Lines ("Joint Effort"). In order to facilitate the Joint Effort, Owner's authorized representative information is provided below. (Please print clearly)

   Name: _____

   Address and/or email: _____

   Phone: _____

   The Parties will then determine whether to locate and mark Impacted Private Lines, including, but not limited to, the methods and arrangements, and if deemed by the Parties necessary to do so, a qualified Charter contractor shall locate (including verification of) and mark all Impacted Private Lines to the extent required by Charter. Once the Impacted Private Lines have been located and marked, if Charter damages any Impacted Private Lines in the location in which Charter installs any Equipment, and only to the extent such damage(s) arise from Charter's Equipment installation activities, then Charter shall promptly repair such damage(s) to Owner's reasonable satisfaction after receipt of written notice from Owner describing the scope and extent of such damage(s), which written notice shall be provided to Charter no later than thirty (30) days after Charter's initial installation of Equipment.

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5. **TERM.** The term of this Agreement commences on the Effective Date and shall remain in full force and effect until the later of: (i) the date that is 5 years after the Effective Date, or (ii) the date that is 6 months after the date that Charter is no longer providing Services to any customer on the Premises (the "Term"). Should any customer on the Premises request Services during such 6-month period, the Agreement shall continue until it expires or is terminated in accordance with the terms of this Agreement. Charter may, within 90 days after the expiration or termination of this Agreement, elect to remove Charter's Equipment or abandon in-place all or certain portions of Charter's Equipment at the Premises which, upon abandonment, shall be deemed the property of the Owner with lien free title thereto passing immediately to Owner at no cost to Owner.

6. **ASSIGNMENT.** This Agreement may be freely assigned by either Party, provided that the assignee agrees in writing to assume all of the obligations of assignor hereunder, and be bound by all of the terms and conditions of this Agreement. Notwithstanding anything to the contrary herein, either Party shall be obligated to assign this Agreement to a successor in interest in the event of a change of control resulting from a merger, sale of stock or sale of all or substantially all of the assets of the Party related to the Services or applicable Buildings. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, legal representatives, and assigns.

7. **LIMITATION OF LIABILITY.** CHARTER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL CHARTER OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

8. **INDEMNIFICATION.** Charter agrees to indemnify, defend, and hold Owner harmless from and against any and all damages, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising from third party claims for bodily injury, including death, to persons or damage to tangible property caused by or resulting from Charter's acts or omissions in the performance of any work, maintenance, or operation of its Equipment, except to the extent caused by the negligence or willful misconduct of Owner, for which Owner shall remain responsible.

9. **INSURANCE.** Charter shall maintain, at Charter's sole cost and expense, (i) commercial general liability insurance including Property Damage, Bodily Injury and contractual liability insurance subject to standard insurance carrier exclusions, in the amount of $2,000,000 each occurrence covering (a) to the extent caused by acts of Charter, damages to the Premises and (b) the operations of Charter at the Premises, (ii) Auto Liability, including Bodily Injury and property damage in the amount of $1,000,000 each accident, and (iii) worker's compensation insurance to comply with the applicable laws of the State the Premises is located in.

10. **GOVERNING LAW AND JURY TRIAL WAIVER**. This Agreement shall be governed by the laws of the State where the Premises is located. UNLESS PROHIBITED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY.

11. **ENTIRE AGREEMENT; AMENDMENTS**. This Agreement constitutes the entire agreement between the Parties with respect to, and supersedes all prior agreements, promises, and understandings, whether oral or written, with respect to, the subject matter contained herein. This Agreement shall not be modified except by a written document signed by both Parties.

12. **SEVERABILITY.** If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had not been contained herein.

13. **NO WAIVER**. To be effective, all waivers under this Agreement must be in writing and signed by the Party making such waiver.

14. **AUTHORIZED SIGNATORY**. If the Owner is not executing this Agreement, the person executing on behalf of Owner represents that the undersigned is Owner's authorized agent and has full authority to bind Owner to this Agreement.

15. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be signed in counterparts, which may be transmitted electronically, each of which will be fully effective as an original and all of which together constitute one and the same instrument.

CHARTER COMMUNICATIONS OPERATING, LLC
By: Charter Communications, Inc., its Manager

By:_____
(Signature)
Printed Name: _____

Title: _____

Date:_____

OWNER OR ITS AUTHORIZED AGENT:
Board of County Commissioners of Gunnison County, Colorado
(Print or type Owner's legal entity name above)

By:_____
(Signature)
Printed Name: _____

Title: _____

Date:_____

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CHARTER COMMUNICATIONS CONSTRUCTION SURVEY

Version 3.5 - Sept. 2024

Grey Fields are Mandatory for Enterprise and SMB projects

Project Information

Project Name:	Avflight Gunnison		
Address:	1 AIRPORT RD		
Map Number:			
Project Specific Statement of Work: (required if ROE is needed)			
PRISM ID:	5624878	**Specialty Products:**	
Date of Survey:	10/23/2024	**Surveyed by:**	Todd Andrews
Competitive Presence			
Length of Building			
Width of Building			
Number of Stories			
Building Exterior Finish			
Common MPOE Available If "Yes", Populate the MPOE Checklist tab			
Prebury Drop			
Number of units in building			
Service drop length			
Fiber Verification Completed by			
Fiber Verification Complete Date			



Building Access Information	**Name**	**Phone Number**
After Hours		
Emergency		

Fields below are Optional not Mandatory

Construction Passings

Projected Passings		Vacant Lots Passed		Actual Homes Passed	

Composite Footage

Aerial Footage		UG Footage	

Detail Footage

Survey Coax		**Survey Fiber**		**Survey Other**	
Aerial Footage		Aerial Footage		Aerial Vacant Strand	
Aerial Overlash		Aerial Overlash	540	New Aerial Strand	
UG Footage		UG Footage		Vacant Structure	
Trench		Trench		New Vacant Structure	
Bore		Bore	75		
Pull Thru		Pull Thru	260	Removed Direct Bury	
Bldg Attachment		Bldg Attachment		Drop	
Direct Bury		Direct Bury			
UG Occupied		UG Occupied			
AE Rework Existing		AE Rework Existing			
UG Rework Existing		UG Rework Existing			
AE Removed		AE Removed			

CHARTER COMMUNICATIONS CONSTRUCTION SURVEY

Field Map

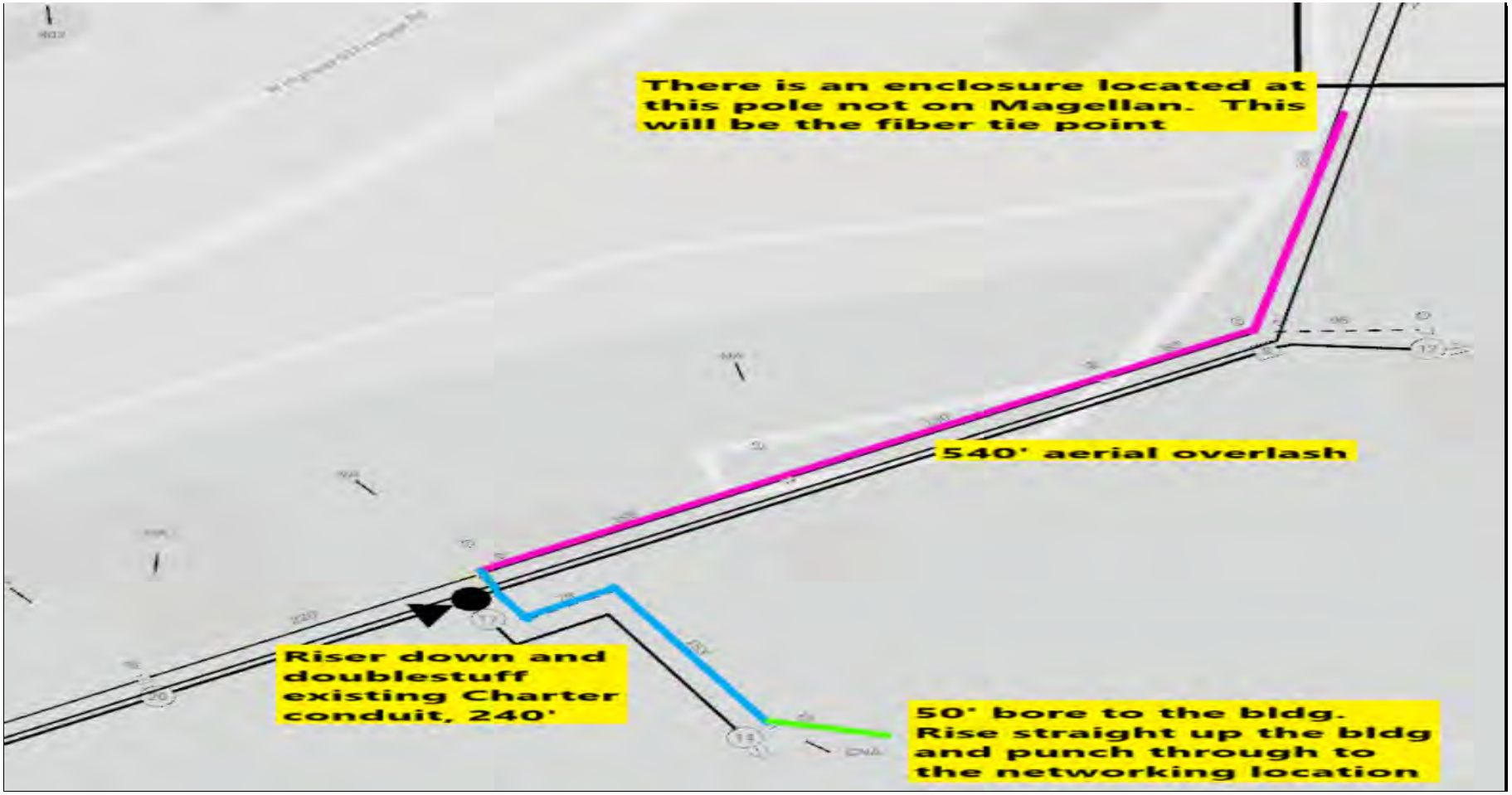
Detail from Right Of Way to Interior MPOE/demarc in or at the premises.

Insert Field Map

IF MTU, detailed description MUST contain Entire Building Layout, Rack, and Power Locations

Aerial Google or Bing hybrid picture with route highlighted from OSP tie in point to the venue (using the color scheme for aerial and UG from the Survey Color Code tab)

Field Map, Google Earth Map, and SOW Map tabs are for field map(s). Use Interior/Exterior 1, 2, and 3 tabs for pictures of the interior, exterior, and rack/wall mount.



CHARTER COMMUNICATIONS CONSTRUCTION SURVEY

Google Earth Map

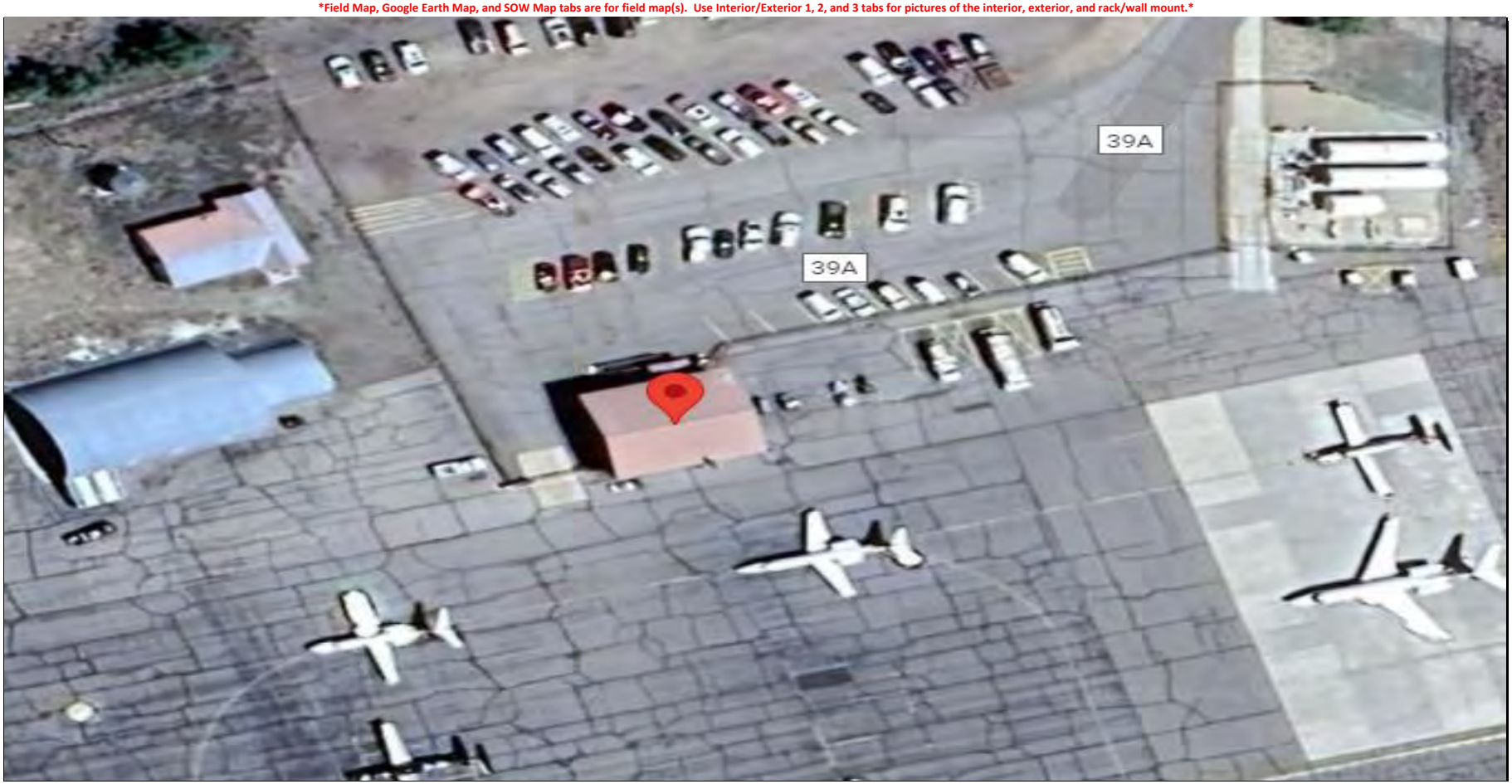
Detail from Right Of Way to Interior MPOE/demarc in or at the premises.

Insert a Google Earth Map

IF MTU, detailed description MUST contain Entire Building Layout, Rack, and Power Locations

Aerial Google or Bing hybrid picture with route highlighted from OSP tie in point to the venue (using the color scheme for aerial and UG from the Survey Color Code tab)

Field Map, Google Earth Map, and SOW Map tabs are for field map(s). Use Interior/Exterior 1, 2, and 3 tabs for pictures of the interior, exterior, and rack/wall mount.



CHARTER COMMUNICATIONS CONSTRUCTION SURVEY

Statement of Work (SOW) Map & Details

Detail from Right Of Way to Interior MPOE/demarc in or at the premises.

Insert SOW Map & Details

A SOW must include a detailed map, Google Earth and/or ground level pictures or layout, and a detailed description of what work will be done that can be presented to the owner to detail what work will happen/occur on their property, as in building entry, or any other kind of disturbance to their property, while showing the physical route of Charter's proposed plant.

When needed, SOW information is used to help in obtaining an ROE (Right of Entry).



CHARTER COMMUNICATIONS CONSTRUCTION SURVEY





insert pic here



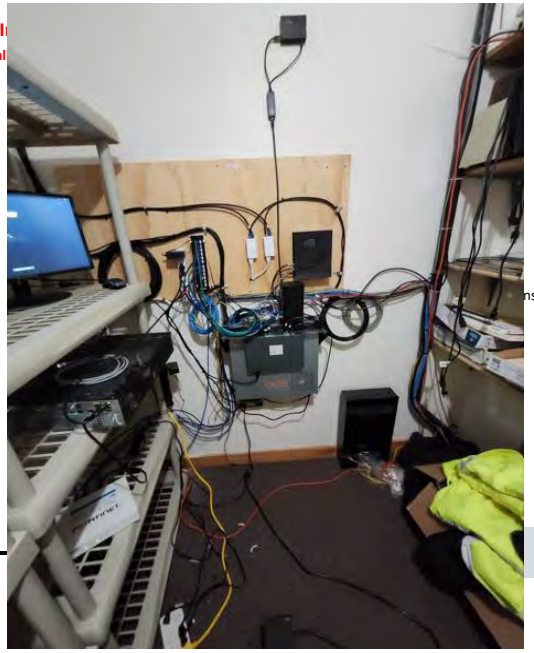


insert pic here

CHARTER COMMUNICATIONS CONSTRUCTION SURVEY



nsert Exterior & I
Include Rack or Wal



nsert pic here

place text here
EXTRA DETAIL

insert pic here

insert pic here

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Award Letter, Summary of Grant Award Terms a

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: State of Colorado - Colorado Energy Office

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

Summary:

$1,500,000 grant toward electrification of heating and cooling systems at Whetstone

Fiscal Impact: 1,500,000

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
Legally sufficient. SO 11/25/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 11/25/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Energy Office	**Grant Amount** State Fiscal Year 2025: $1,500,000.00 State Fiscal Year 2026: Any SFY25 unspent funds State Fiscal Year 2027: $0.00 State Fiscal Year 2028: $0.00 State Fiscal Year 2029: $0.00 State Fiscal Year 2030: $0.00 **Total for all State Fiscal Years: $1,500,000.00**
Grantee Board of County Commissioners of Gunnison County	
Grant Issuance Date The date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date January 1, 2030	**Local Match Amount** **Total for all State Fiscal Years: $2,681,242.00**
Grant Authority Authority to enter into this Grant exists in HB 22-1362.	

Grant Purpose
The Grantee was awarded funding as a result of the competitive High Efficiency Electric Heating & Appliances (HEEHA) Requests for Application.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget and Payment Conditions.
3. Exhibit C, Grantee's Application.

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

1. Colorado Special Provisions in §17 of the main body of this Grant
2. The provisions of the other sections of the main body of this Grant.
3. Exhibit A, Statement of Work.
4. Exhibit B, Budget and Payment Conditions.
5. Exhibit C, Grantee's Application

Principal Representatives

For the State:
Brittney Vancuran
Colorado Energy Office
1600 Broadway, Suite 1960

Denver, CO 80202
brittney.vancuran@state.co.us

For Grantee:
John Cattles
Gunnison County
200 E. Virginia Avenue

Gunnison, CO 81230
jcattles@gunnisoncounty.org

SIGNATURE PAGE,

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

GRANTEE Board of County Commissioners of Gunnison County _____ By: Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor Colorado Energy Office Will Toor, Executive Director _____ By: Dominique Gómez, Deputy Director Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Office of the Governor, Jonathon Bray, Controller

Effective Date:_____

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Dateand shall terminate on the Grant Expiration Date shown on the Cover Page for this Grant Award Letter unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

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

D. **"Electric Ready"** means adequate panel capacity, dedicated electric panel space, electrical wire, electrical receptacles, and adequate physical space to accommodate future installation

of high-efficiency electric appliances including heating, water heating, cooking, drying, and an electric vehicle.

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

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

G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

I. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

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

L. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

N. **"IPMVP"** means International Performance Measurement and Verification Protocol

O. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

P. **"M&V"** means measurement and verification.

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

R. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

S. **"Quarter"** means the three (3) months periods ending March 31, June 30, September 30, and December 31 of each calendar year.

T. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

U. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

W. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

X. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

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

Z. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

AA. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall

not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the "Local Match Amount"). Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work.. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

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

Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement..

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee

acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

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

11. REMEDIES

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

12. DISPUTE RESOLUTION

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

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b),

and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this 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.

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

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

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall

remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

K. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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

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

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in

§24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5) C.R.S.**

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

C. **GOVERNMENTAL IMMUNITY.**

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

D. **INDEPENDENT CONTRACTOR.**

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

E. **COMPLIANCE WITH LAW.**

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

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

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

G. **PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts

with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

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

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

EXHIBIT A, STATEMENT OF WORK

1. High Efficiency Electric Heating and Appliances Grant Program

The HEEHA Grant Program was created by HB 22-1362 to promote neighborhood-scale electrification projects in the State of Colorado (State). Fossil gas-powered appliances and equipment produce greenhouse gasses (GHG) and harmful indoor air pollution which can cause health problems. As a result, buildings rank in the top five biggest sources of GHG pollution in the State. Projects that support electrification and energy efficiency upgrades in Disproportionately Impacted, Low-Income, and/or Just Transition (DI / LI / JT) communities are highly encouraged. 30% of total grant funding is reserved for projects in DI / LI / JT communities.

The resulting High Efficiency Electric Heating & Appliances (HEEHA) program is a competitive, reimbursement-based grant program administered by CEO. The total funding amount distributed by HEEHA is not to exceed $10 million over the program's duration.

Funding allocations will go exclusively toward the purchase and installation of high-efficiency electric equipment for space heating, water heating, or cooking in 5 or more residential units or 3 or more commercial buildings. In the case of applicants located in DI/ LI/ JT communities, administrative costs associated with the purchase and installation of electrification equipment are eligible for additional cost coverage.

2. Project Description

The Grantee was awarded grant funding as a result of the High Efficiency Electric Heating and Appliances (HEEHA) Request for Applications (RFA). The Colorado Energy Office (hereinafter called "CEO" or the "State") agrees to provide funding to **Gunnison County** (hereinafter called "Grantee"), towards the costs associated and eligible with the HEEHA program.

HEEHA is a program administered by the Colorado Energy Office (CEO) to encourage use of electric equipment and appliances in buildings, because they reduce greenhouse gas emissions, promote energy security through reliance on domestic electricity, and drive an innovative market for new technology applications. The general purpose of this project is to encourage the installation of electric building equipment in residential and commercial buildings throughout the state of Colorado.

Grantee is requesting funding for the procurement and installation of electric equipment **at the Whetstone Workforce Housing Development at 25115 Hwy. 135 Crested Butte, CO 81224.**

Any dates or deadlines with the exception of the Effective Date and Grant Expiration Date of this Grant Award Letter may be adjusted by mutual written agreement of the Grantee and CEO. Exclusively for the purposes of modifying deadlines in this Statement of Work, e-mail shall suffice as written documentation. If applicable, an extension of the Grant Expiration Date of the Grant Award shall require a formal modification to the Grant Award Letter.

The Grantee shall hire and retain contractors and other professional services as needed to purchase and install necessary equipment and supporting structures.

Total award not to exceed **$1,500,000.00**

3. Grantee Tasks, Deliverables & Timeline

Grantee is subject to the following tasks, deliverables and timelines.

3.1. Grant Administration

3.1.1. Kick-off Meeting

Kick-off meeting will be held within 45 days of Grant Agreement execution and will establish expectations of Grantee for implementing this Agreement. The meeting shall include, but not be limited to, a review of the project implementation timeline, contingency plans should the original timeline be extended, Grantee's strategy to implement the proposed project and associated deliverables, and a review of this agreement to ensure a clear understanding of expectations.

Deliverables: PowerPoint slides or presentation containing the project timeline and contingency plans. Other meeting materials developed as appropriate.

Timeline: Meeting will be held within 45 days of grant agreement execution and materials developed and presented in the kick-off meeting to be delivered to the grant program manager within 2 business days following the meeting.

3.1.2. Reporting & Progress Meetings

CEO & Grantee shall conduct check-in calls on a quarterly schedule (State fiscal year). The Grantee shall be responsible for ensuring that all relevant staff attend calls. Meeting agenda will include updates on relevant project tasks, challenges and barriers the Grantee is encountering, and any decisions or guidance needed from CEO. Additionally, these meetings may include identifying any needed modifications to the tasks, implementation timeline, or budgets.

- Monthly Progress Reports
  Grantee will be subject to monthly performance reporting.
  Reports shall include:
  - Financial/Expenditure – tracking of grant related expenses for the quarter (paid and unpaid) and expenditures to date by match funding source. Expenses must match the budget line items outlined in Exhibit B. Expenditures of funds must reconcile with CEO's files and may also include unpaid invoices.

- Programmatic – narrative report; including progress made toward project goals and objectives, obstacles encountered to date and possible solutions, photos indicative of construction progress for the quarter, planned activities for the next month.

Deliverables: Monthly progress report with financial/expenditure tracking and programmatic narrative update.

Timeline: Monthly reports will be submitted to the grant program manager by the 15th of each month.

- Annual Performance Reporting

  Grantee shall submit a report to the Colorado Energy Office the first five years after receiving the grant award. This report shall include description of the project and measures funded using grant funds and operational data of electric equipment on gas and electricity use, cost, and emissions. Reporting template will be provided by the Colorado Energy Office.

  Deliverables: Annual report with financial/expenditure tracking, programmatic narrative update, and impact reporting on energy use.

  Timeline: Annual report will be due each year in December.

- Final Report
  - The Grantee shall complete reimbursable work within 12 months of the Grant Agreement Effective Date and submit a final report. This report will demonstrate the completion of the project and installation of the electric equipment. To be acceptable, the final report must explain the Grantee's procurement and installation process, and it must identify the location of the equipment accompanied with a picture of the installed unit. The Grantee shall provide an invoice to CEO for the purchase of the unit and associated equipment, permitting costs, and the labor costs associated with the installation. To be acceptable, the invoice must be supported by receipts or invoices for all equipment, permits, and labor. The invoice must include an itemized list of all project costs being considered under the grant, including a breakdown of those covered under HEEHA and by any match funding.

  Deliverables: Final report providing a summary of key accomplishments from the past year, including project completion and final reporting requirements.

Timeline: Due at final reimbursement request within 12 months of Grant Effective Date.

Budget: $0.00

3.1.3. Payment Requests/Reimbursements

- Grantee shall submit a finance/expenditure report including receipts/invoices detailing eligible project expenditures and pictures of operational equipment, along with the monthly progress report detailing installation and operation of electric equipment per unit complete. The electric equipment will be acceptable to the CEO if they are installed, operational, and available for use. The Grantee's invoice to CEO will be acceptable if it is properly supported by invoices or receipts and the costs are associated with procurement of electric equipment, construction materials, permitting, construction labor costs, and installation costs.
- The reimbursement report will be acceptable to CEO if it explains the Grantee's procurement and installation process, and it identifies the location of the electric equipment accompanied with a picture of the installed units. If the units, invoice, and report are acceptable, the CEO Program Manager will submit the invoice to the accounting department for payment.
    - If the units, invoice, and report are unacceptable, the CEO Program Manager will work with the Grantee to correct, modify, or replace as needed.

Deliverable/s: The following documentation is required for CEO to reimburse eligible costs on the project:

- Reimbursement Report
- Summary Invoice/Reimbursement Request
- Legible copies of all sales invoices showing the purchase price and amount paid by the applicant for the equipment, number of units purchased and serial numbers from the units.
- Legible copies of all invoices/receipts showing installation costs and number of labor hours spent by the installers and any subcontractors on the project.
- Date(s) of installation, installation completion and when the unit(s) are operational and available for use.
- Digital photograph(s) of the completed unit(s).
- Photographs must demonstrate adherence to the design standards. Additional photographs may be requested prior to reimbursement being finalized if this is not clearly demonstrated.

- All deliverables shall be adjusted to the final approval and discretion of the CEO.

3.2. Equipment Installation & Commissioning

3.2.1. Equipment Installation

The following activities will be performed and equipment will be purchased, installed, and operational:

- Space Heating & Cooling
  - Geothermal well fields for buildings 1-9
  - Heat pumps and water loops for buildings 1-9
  - Associated equipment and labor costs required for equipment installation.

Deliverables: Installation of approved appliances with supporting documentation including paid invoices and photos

Budget: $1,500,000.00

3.2.2. Commissioning & Operational Verification

Grantee shall undertake a process to ensure all systems & equipment are designed, installed, tested, operated, and maintained according to the operational requirements to ensure proper installation and operation. Grantee shall also clearly demonstrate installed equipment is primarily used over fossil fuel driven redundancy boiler(s).

Deliverable/s: Supporting documentation including a commissioning logbook, IPMVP Option B compliant M&V plan and report and any supporting data and primary information to be provided within 1 year of project completion date.

3.2.3. Final Project Design

Grantee is tasked with finalizing the detailed design of this project and providing CEO with a copy of such design.

Deliverable/s: Copy of final project design development and construction documents upon completion.

3.3. Local Match Amount

Grantee shall submit to the Colorado Energy Office details on any federal and local tax benefits received for the property that constitute grant match requirements.

- Inflation Reduction Act ITC tax credit for geothermal ($2,681,242.00)

Deliverable/s: Evidence of federal tax credit/benefits or local rebates received for this project. Evidence of general reserve funds and budgeted capital expenditure allocated for the project.

3.4. Acceptance Criteria

Deliverables will be accepted upon timely submission and review by the CEO grant manager to ensure they meet all criteria in the above tasks and are included in the monthly reports from the Grantee. CEO shall notify the Grantee in writing within ten (10) calendar days of receiving a deliverable whether it accepts or rejects that deliverable. If no notification is delivered to the Grantee within this period, the deliverable shall be considered accepted. Any deliverable rejection notice shall specify in reasonable detail the way the deliverable does not materially conform to the specifications set forth in this Exhibit A. Grantee shall then implement such changes as reasonably required to bring the deliverable into material conformity with this Exhibit A. If, at the time the Grant is closed-out or terminated, it is determined that the Work is unfinished, incomplete, or unsatisfactory, or if Grantee fails to complete its obligations under this Statement of Work, in the State's sole discretion, the State shall have the right to recover from Grantee up to 100% of the Grant Funds that have been expended.

EXHIBIT B, BUDGET & PAYMENT CONDITIONS

1. Eligible Costs

The following items are eligible for reimbursement:

- Energy audit(s) of ASHRAE Level II or equivalent to help an applicant determine electrification equipment type and sizing for the project.
- The purchase and installation of high efficiency electric equipment for space heating, water heating, or cooking.
- Utility and electric infrastructure upgrades that are necessary to install high efficiency electric equipment. This includes wiring, transformers, breaker boxes, electrical panels, and circuits.
- The purchase and installation of other innovative high efficiency building technologies that the CEO decides will likely be the same or better efficiency as high efficiency heat pumps.
- DI / LI / JT Communities Only: Community organizing time associated with the planning of the neighborhood-scale electrification project. Up to 30 hours of community organizing to recruit homeowners, organizing energy audits, and other tasks associated with the planning grant may be reimbursed through the grant.
- DI / LI / JT Communities Only: Administrative costs associated with the implementation of the neighborhood-scale electrification project may be reimbursed through the grant funding. Administrative costs may include but are not limited to reimbursement for staff time for managing or coordinating the implementation and installation of the equipment, working with contractors to complete projects, or other implementation-focused activities.

2. Project Budget

Table 1. HEEHA Budget Form Summary

Planning Phase Budget Request	**Measure**	**Total Cost**	**CEO Grant Coverage Percentage**
	Energy Audits/ Analysis Costs:	$0	0%

	Community Organizing Costs:	$0	0%
	Total Request	**$0**	0%
Implementation Phase Budget Request	**Measure**	**Total Cost**	**CEO Grant Coverage Percentage**
	Electrification Equipment Costs:	$6,703,105.00	22%*
	Electric Service/Panel Upgrade Costs:	$0.00	0%
	Administrative Costs:	$0.00	0%
	Total Request before Training:	$1,500,000.00	
	Total Request Cover by Grant after Training:	**$1,500,000.00**	
Total Project Costs Covered before Training (Planning & Implementation)		$1,500,000.00	
Total Project Costs Covered by Grant after Training (Planning & Implementation)		**$1,500,000.00**	

*Grantees who elect to participate in CEO's electrification training course receive a 5% discount on match requirement for electrification equipment costs.

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CTGG1 EFAA 25-3229

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Energy Office	**Grant Amount** State Fiscal Year 2025: $1,500,000.00 State Fiscal Year 2026: Any SFY25 unspent funds State Fiscal Year 2027: $0.00 State Fiscal Year 2028: $0.00 State Fiscal Year 2029: $0.00 State Fiscal Year 2030: $0.00 **Total for all State Fiscal Years: $1,500,000.00**
Grantee Board of County Commissioners of Gunnison County	
Grant Issuance Date The date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date January 1, 2030	**Local Match Amount** **Total for all State Fiscal Years: $2,681,242.00**
Grant Authority Authority to enter into this Grant exists in HB 22-1362.	

Grant Purpose
The Grantee was awarded funding as a result of the competitive High Efficiency Electric Heating & Appliances (HEEHA) Requests for Application.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget and Payment Conditions.
3. Exhibit C, Grantee's Application.

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

1. Colorado Special Provisions in §17 of the main body of this Grant
2. The provisions of the other sections of the main body of this Grant.
3. Exhibit A, Statement of Work.
4. Exhibit B, Budget and Payment Conditions.
5. Exhibit C, Grantee's Application

Principal Representatives

For the State:
Brittney Vancuran
Colorado Energy Office
1600 Broadway, Suite 1960

Denver, CO 80202
brittney.vancuran@state.co.us

For Grantee:
John Cattles
Gunnison County
200 E. Virginia Avenue

Gunnison, CO 81230
jcattles@gunnisoncounty.org

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SIGNATURE PAGE,

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

GRANTEE Board of County Commissioners of Gunnison County _____ By: Matthew Birnie, County Manager Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor Colorado Energy Office Will Toor, Executive Director _____ By: Dominique Gómez, Deputy Director Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Office of the Governor, Jonathon Bray, Controller

Effective Date:_____

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1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Dateand shall terminate on the Grant Expiration Date shown on the Cover Page for this Grant Award Letter unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

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

D. **"Electric Ready"** means adequate panel capacity, dedicated electric panel space, electrical wire, electrical receptacles, and adequate physical space to accommodate future installation

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of high-efficiency electric appliances including heating, water heating, cooking, drying, and an electric vehicle.

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

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

G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

I. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

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

L. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

N. **"IPMVP"** means International Performance Measurement and Verification Protocol

O. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

P. **"M&V"** means measurement and verification.

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

R. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

S. **"Quarter"** means the three (3) months periods ending March 31, June 30, September 30, and December 31 of each calendar year.

T. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

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U. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

W. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

X. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

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

Z. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

AA. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall

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not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the "Local Match Amount"). Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work.. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

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

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Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

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B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement..

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee

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acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

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

11. REMEDIES

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

12. DISPUTE RESOLUTION

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

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b),

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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.

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

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

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall

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remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

K. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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

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

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in

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§24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5) C.R.S.**

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

C. **GOVERNMENTAL IMMUNITY.**

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

D. **INDEPENDENT CONTRACTOR.**

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

E. **COMPLIANCE WITH LAW.**

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

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

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

G. **PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts

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with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

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

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

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EXHIBIT A, STATEMENT OF WORK

1. High Efficiency Electric Heating and Appliances Grant Program

The HEEHA Grant Program was created by HB 22-1362 to promote neighborhood-scale electrification projects in the State of Colorado (State). Fossil gas-powered appliances and equipment produce greenhouse gasses (GHG) and harmful indoor air pollution which can cause health problems. As a result, buildings rank in the top five biggest sources of GHG pollution in the State. Projects that support electrification and energy efficiency upgrades in Disproportionately Impacted, Low-Income, and/or Just Transition (DI / LI / JT) communities are highly encouraged. 30% of total grant funding is reserved for projects in DI / LI / JT communities.

The resulting High Efficiency Electric Heating & Appliances (HEEHA) program is a competitive, reimbursement-based grant program administered by CEO. The total funding amount distributed by HEEHA is not to exceed $10 million over the program's duration.

Funding allocations will go exclusively toward the purchase and installation of high-efficiency electric equipment for space heating, water heating, or cooking in 5 or more residential units or 3 or more commercial buildings. In the case of applicants located in DI/ LI/ JT communities, administrative costs associated with the purchase and installation of electrification equipment are eligible for additional cost coverage.

2. Project Description

The Grantee was awarded grant funding as a result of the High Efficiency Electric Heating and Appliances (HEEHA) Request for Applications (RFA). The Colorado Energy Office (hereinafter called "CEO" or the "State") agrees to provide funding to **Gunnison County** (hereinafter called "Grantee"), towards the costs associated and eligible with the HEEHA program.

HEEHA is a program administered by the Colorado Energy Office (CEO) to encourage use of electric equipment and appliances in buildings, because they reduce greenhouse gas emissions, promote energy security through reliance on domestic electricity, and drive an innovative market for new technology applications. The general purpose of this project is to encourage the installation of electric building equipment in residential and commercial buildings throughout the state of Colorado.

Grantee is requesting funding for the procurement and installation of electric equipment **at the Whetstone Workforce Housing Development at 25115 Hwy. 135 Crested Butte, CO 81224.**

Any dates or deadlines with the exception of the Effective Date and Grant Expiration Date of this Grant Award Letter may be adjusted by mutual written agreement of the Grantee and CEO. Exclusively for the purposes of modifying deadlines in this Statement of Work, e-mail shall suffice as written documentation. If applicable, an extension of the Grant Expiration Date of the Grant Award shall require a formal modification to the Grant Award Letter.

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The Grantee shall hire and retain contractors and other professional services as needed to purchase and install necessary equipment and supporting structures.

Total award not to exceed **$1,500,000.00**

3. Grantee Tasks, Deliverables & Timeline

Grantee is subject to the following tasks, deliverables and timelines.

3.1. Grant Administration

3.1.1. Kick-off Meeting

Kick-off meeting will be held within 45 days of Grant Agreement execution and will establish expectations of Grantee for implementing this Agreement. The meeting shall include, but not be limited to, a review of the project implementation timeline, contingency plans should the original timeline be extended, Grantee's strategy to implement the proposed project and associated deliverables, and a review of this agreement to ensure a clear understanding of expectations.

Deliverables: PowerPoint slides or presentation containing the project timeline and contingency plans. Other meeting materials developed as appropriate.

Timeline: Meeting will be held within 45 days of grant agreement execution and materials developed and presented in the kick-off meeting to be delivered to the grant program manager within 2 business days following the meeting.

3.1.2. Reporting & Progress Meetings

CEO & Grantee shall conduct check-in calls on a quarterly schedule (State fiscal year). The Grantee shall be responsible for ensuring that all relevant staff attend calls. Meeting agenda will include updates on relevant project tasks, challenges and barriers the Grantee is encountering, and any decisions or guidance needed from CEO. Additionally, these meetings may include identifying any needed modifications to the tasks, implementation timeline, or budgets.

- Monthly Progress Reports
  Grantee will be subject to monthly performance reporting.
  Reports shall include:
  - Financial/Expenditure – tracking of grant related expenses for the quarter (paid and unpaid) and expenditures to date by match funding source. Expenses must match the budget line items outlined in Exhibit B. Expenditures of funds must reconcile with CEO's files and may also include unpaid invoices.

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- Programmatic – narrative report; including progress made toward project goals and objectives, obstacles encountered to date and possible solutions, photos indicative of construction progress for the quarter, planned activities for the next month.

Deliverables: Monthly progress report with financial/expenditure tracking and programmatic narrative update.

Timeline: Monthly reports will be submitted to the grant program manager by the 15th of each month.

- Annual Performance Reporting

  Grantee shall submit a report to the Colorado Energy Office the first five years after receiving the grant award. This report shall include description of the project and measures funded using grant funds and operational data of electric equipment on gas and electricity use, cost, and emissions. Reporting template will be provided by the Colorado Energy Office.

  Deliverables: Annual report with financial/expenditure tracking, programmatic narrative update, and impact reporting on energy use.

  Timeline: Annual report will be due each year in December.

- Final Report
  - The Grantee shall complete reimbursable work within 12 months of the Grant Agreement Effective Date and submit a final report. This report will demonstrate the completion of the project and installation of the electric equipment. To be acceptable, the final report must explain the Grantee's procurement and installation process, and it must identify the location of the equipment accompanied with a picture of the installed unit. The Grantee shall provide an invoice to CEO for the purchase of the unit and associated equipment, permitting costs, and the labor costs associated with the installation. To be acceptable, the invoice must be supported by receipts or invoices for all equipment, permits, and labor. The invoice must include an itemized list of all project costs being considered under the grant, including a breakdown of those covered under HEEHA and by any match funding.

  Deliverables: Final report providing a summary of key accomplishments from the past year, including project completion and final reporting requirements.

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Timeline: Due at final reimbursement request within 12 months of Grant Effective Date.

Budget: $0.00

3.1.3. Payment Requests/Reimbursements

- Grantee shall submit a finance/expenditure report including receipts/invoices detailing eligible project expenditures and pictures of operational equipment, along with the monthly progress report detailing installation and operation of electric equipment per unit complete. The electric equipment will be acceptable to the CEO if they are installed, operational, and available for use. The Grantee's invoice to CEO will be acceptable if it is properly supported by invoices or receipts and the costs are associated with procurement of electric equipment, construction materials, permitting, construction labor costs, and installation costs.
- The reimbursement report will be acceptable to CEO if it explains the Grantee's procurement and installation process, and it identifies the location of the electric equipment accompanied with a picture of the installed units. If the units, invoice, and report are acceptable, the CEO Program Manager will submit the invoice to the accounting department for payment.
    - If the units, invoice, and report are unacceptable, the CEO Program Manager will work with the Grantee to correct, modify, or replace as needed.

Deliverable/s: The following documentation is required for CEO to reimburse eligible costs on the project:

- Reimbursement Report
- Summary Invoice/Reimbursement Request
- Legible copies of all sales invoices showing the purchase price and amount paid by the applicant for the equipment, number of units purchased and serial numbers from the units.
- Legible copies of all invoices/receipts showing installation costs and number of labor hours spent by the installers and any subcontractors on the project.
- Date(s) of installation, installation completion and when the unit(s) are operational and available for use.
- Digital photograph(s) of the completed unit(s).
- Photographs must demonstrate adherence to the design standards. Additional photographs may be requested prior to reimbursement being finalized if this is not clearly demonstrated.

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- All deliverables shall be adjusted to the final approval and discretion of the CEO.

3.2. Equipment Installation & Commissioning

3.2.1. Equipment Installation

The following activities will be performed and equipment will be purchased, installed, and operational:

- Space Heating & Cooling
  - Geothermal well fields for buildings 1-9
  - Heat pumps and water loops for buildings 1-9
  - Associated equipment and labor costs required for equipment installation.

Deliverables: Installation of approved appliances with supporting documentation including paid invoices and photos

Budget: $1,500,000.00

3.2.2. Commissioning & Operational Verification

Grantee shall undertake a process to ensure all systems & equipment are designed, installed, tested, operated, and maintained according to the operational requirements to ensure proper installation and operation. Grantee shall also clearly demonstrate installed equipment is primarily used over fossil fuel driven redundancy boiler(s).

Deliverable/s: Supporting documentation including a commissioning logbook, IPMVP Option B compliant M&V plan and report and any supporting data and primary information to be provided within 1 year of project completion date.

3.2.3. Final Project Design

Grantee is tasked with finalizing the detailed design of this project and providing CEO with a copy of such design.

Deliverable/s: Copy of final project design development and construction documents upon completion.

3.3. Local Match Amount

Grantee shall submit to the Colorado Energy Office details on any federal and local tax benefits received for the property that constitute grant match requirements.

- Inflation Reduction Act ITC tax credit for geothermal ($2,681,242.00)

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Deliverable/s: Evidence of federal tax credit/benefits or local rebates received for this project. Evidence of general reserve funds and budgeted capital expenditure allocated for the project.

3.4. Acceptance Criteria

Deliverables will be accepted upon timely submission and review by the CEO grant manager to ensure they meet all criteria in the above tasks and are included in the monthly reports from the Grantee. CEO shall notify the Grantee in writing within ten (10) calendar days of receiving a deliverable whether it accepts or rejects that deliverable. If no notification is delivered to the Grantee within this period, the deliverable shall be considered accepted. Any deliverable rejection notice shall specify in reasonable detail the way the deliverable does not materially conform to the specifications set forth in this Exhibit A. Grantee shall then implement such changes as reasonably required to bring the deliverable into material conformity with this Exhibit A. If, at the time the Grant is closed-out or terminated, it is determined that the Work is unfinished, incomplete, or unsatisfactory, or if Grantee fails to complete its obligations under this Statement of Work, in the State's sole discretion, the State shall have the right to recover from Grantee up to 100% of the Grant Funds that have been expended.

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EXHIBIT B, BUDGET & PAYMENT CONDITIONS

1. Eligible Costs

The following items are eligible for reimbursement:

- Energy audit(s) of ASHRAE Level II or equivalent to help an applicant determine electrification equipment type and sizing for the project.
- The purchase and installation of high efficiency electric equipment for space heating, water heating, or cooking.
- Utility and electric infrastructure upgrades that are necessary to install high efficiency electric equipment. This includes wiring, transformers, breaker boxes, electrical panels, and circuits.
- The purchase and installation of other innovative high efficiency building technologies that the CEO decides will likely be the same or better efficiency as high efficiency heat pumps.
- DI / LI / JT Communities Only: Community organizing time associated with the planning of the neighborhood-scale electrification project. Up to 30 hours of community organizing to recruit homeowners, organizing energy audits, and other tasks associated with the planning grant may be reimbursed through the grant.
- DI / LI / JT Communities Only: Administrative costs associated with the implementation of the neighborhood-scale electrification project may be reimbursed through the grant funding. Administrative costs may include but are not limited to reimbursement for staff time for managing or coordinating the implementation and installation of the equipment, working with contractors to complete projects, or other implementation-focused activities.

2. Project Budget

Table 1. HEEHA Budget Form Summary

Planning Phase Budget Request	**Measure**	**Total Cost**	**CEO Grant Coverage Percentage**
	Energy Audits/ Analysis Costs:	$0	0%

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	Community Organizing Costs:	$0	0%
	Total Request	**$0**	0%
Implementation Phase Budget Request	**Measure**	**Total Cost**	**CEO Grant Coverage Percentage**
	Electrification Equipment Costs:	$6,703,105.00	22%*
	Electric Service/Panel Upgrade Costs:	$0.00	0%
	Administrative Costs:	$0.00	0%
	Total Request before Training:	$1,500,000.00	
	Total Request Cover by Grant after Training:	**$1,500,000.00**	
Total Project Costs Covered before Training (Planning & Implementation)		$1,500,000.00	
Total Project Costs Covered by Grant after Training (Planning & Implementation)		**$1,500,000.00**	

*Grantees who elect to participate in CEO's electrification training course receive a 5% discount on match requirement for electrification equipment costs.

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EXHIBIT C

COLORADO
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High Efficiency and Electrification Heating Appliances Implementation Only Grant Application Form

Grant Program Overview

The HEEHA Grant Program was created by HB 22-1362[1] to promote neighborhood-scale electrification projects in the State of Colorado (State). Fossil gas-powered appliances and equipment produce greenhouse gas (GHG) and harmful indoor air pollution which can cause health problems. As a result, buildings rank in the top five biggest sources of GHG pollution in the State, according to the Colorado Greenhouse Gas Pollution Reduction Roadmap. In addition, over one million Coloradans spend five percent or more of their household income on energy costs – a situation known as "energy-burdened."

High efficiency electric appliance upgrades can reduce indoor air pollutants, reduce energy costs, and improve comfort, but present a significant cost to implement. The HEEHA Grant Program intends to reduce this cost barrier.

Projects that support electrification and energy efficiency upgrades in Disproportionately Impacted, Low-Income, and/or Just Transition (DI / LI / JT) communities are highly encouraged. 30% of total grant funding is reserved for projects in DI / LI / JT communities.

Program Goals

The objectives of the HEEHA Grant Program are to:

1. Scale up beneficial electrification in projects across Colorado, specifically in DI / LI / JT communities.
2. Support electrification and energy efficiency projects in DI / LI / JT communities.
3. Reduce harmful indoor air pollution and GHGs associated with burning natural gas and other fossil fuels, which disproportionately harm DI / LI / JT communities.
4. Reduce energy burden and energy use, with the intent to save money spent on energy bills for DI / LI / JT communities.[2]
5. Advance the goals of the State's GHG Pollution Reduction Roadmap.
6. Increase demand and publicity for innovative, climate-smart building technology.

[1] In 2022, the Colorado State Legislature passed House Bill (HB) 22-1362, the Building Greenhouse Gas Emissions Act. Section 24-38.5-405 of this bill directed the Colorado Energy Office (CEO) to create a grant program, the High Efficiency Electric Heating and Appliances (HEEHA) Grant Program.

[2] https://rmi.org/insight/the-new-economics-of-electrifying-buildings

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Preparing your Implementation Only Grant Application

BEFORE YOU BEGIN: Please read through the HEEHA Grant Program Guidelines and Resource pages to understand the program objectives, eligibility, and requirements. To complete your application, please DOWNLOAD OR MAKE A COPY of this Google Doc and fill out all applicable fields.

To self-identify your community as a DI / JT / LI community for this grant funding opportunity, please:

1. Follow the guidance in the Community Identification Resource;
2. Prepare all documentation described in the resource; and
3. Provide the documentation outlined in Section 2 Community Information.

Note: A community is considered eligible for the DI / JT / LI allotment if they qualify for one or more of the community identifiers.

Implementation Only Grant Application Overview

The purpose of the grant application is to provide the Review Committee with an understanding of the applicant's proposed project, the project's commitment to full beneficial electrification, any demonstrated need for funding support, and preparedness to implement the proposed project.

To submit your application and documentation, DOWNLOAD OR MAKE A COPY of this Google Doc, fill out all applicable fields, then follow submission instructions on the Colorado Energy Office's HEEHA Grant Webpage. The applicant should review the HEEHA Grant Program Guidelines in full prior to completing an application.

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Implementation Only Grant Application Form

Please DOWNLOAD OR MAKE A COPY of this Google Doc and fill out all applicable fields.

1. Contact Information and Project Summary

Project Title:

Whetstone Workforce Housing

Applicant Organization/Entity:

Gunnison County

Applicant Type:

- ~~Private/non-profit organization~~
- Local government
- ~~Institution of higher education~~
- ~~Apartment/condominium complex~~
- ~~Housing developer~~
- ~~Business district/association~~
- ~~Utilities~~
- ~~Tribal government~~
- ~~HOA~~
- ~~Other, please explain~~

Lead Applicant Name/Title: John Cattles, Assistant County Manager

Lead Applicant Email Address: jcattles@gunnisoncounty.gov

Lead Applicant Phone Number: 970-641-8562

Lead Organization/Entity Mailing Address: 200 E. Virginia Ave., Gunnison, CO 81230

Total Funding Amount Requested:

Estimated Total Project Cost: $6,703,105 HVAC electrification scope only (DHW and appliances not included)

Project Timeline (anticipated start and end dates, any potential reason for delay):

The project will break ground in the summer of 2024. Geothermal drilling is expected to begin late summer of 2024 and will continue in phases through the fall of 2025. Vertical construction of units will begin in the fall of 2024 with the first homes ready for occupancy by the fall of 2025 and the final units by late 2026. Delays could be caused by macro-economic factors affecting the ability for the project to be funded with a cost of debt that can be supported by the income restrictions for the tenants of the project. The project also could be delayed due to unforeseen constraints in construction labor and equipment procurement as was experienced in recent years with supply chain challenges. However, given current conditions no delays are anticipated; construction financing and proforma estimates are based on current interest rates with a margin for small changes in interest rates (+50 basis

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points), current lead times for supplies and equipment are acceptable to meet deadlines and maintain construction schedules, finally construction labor will be a challenge but options for supplementing local labor and trades are being developed.

Brief Project Description (750 word limit):

The project is a 255-unit workforce housing project that is 1 ½ miles south of Crested Butte in Gunnison County. The project will be at least 70% income restricted and the project goal is to achieve 100% workforce affordability at area median income (AMI) between 80% and 170% AMI. Gunnison County plans to issue debt to fund the project and will continue to own and operate the project in perpetuity. The County is seeking grant funding to reduce the amount that must be financed to build the project, any reduction in financing will result in lower annual payments on debt and lower average rents for residents. Funding for energy efficiency and electrification will not only reduce first costs and allow the County to offer lower rents, it will also result in lower operations and utility costs which will directly benefit residents. Current projected rents are higher than targeted, additional grant funding from the HEEHA grant to lower first costs to the development and lower ongoing utility costs to residents will result in lower total costs of housing for residents for the long term. Additionally, high performance electrification of the buildings will result in improved air quality for residents. Poor air quality in substandard housing is shown to increase health risks.

Many County residents that will be served by this project currently live in sub-standard, poorly maintained, and aging homes that have higher risk of negatively affecting the health of residents. The current housing crisis has resulted in a vacancy rate that is virtually zero, which means landlords have little incentive to maintain or improve units because nearly any vacancy for a rental, no matter how poor the quality, will be filled. These economic conditions have persisted in Gunnison County for decades and have reached a crisis level over the past several years. The County's planned project at Whetstone is intended to add a significant number of high quality, attainable, rental units to support the local workforce and economy.

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The project will consist of a mix of townhomes, walk-up flats, and apartments serving a mix of incomes and household types. The project will be 100% high efficiency electric, no natural gas will be extended into the site. Buildings will be built to meet the Department of Energy Zero Energy Ready Home standards. The site is in one of the coldest regions of Colorado making ground source heat pump systems an ideal HVAC solution as temperatures regularly reach below -20 F and snow accumulation is often deep, making the use of air source heat pumps difficult, especially on a constrained site where snow storage may conflict with the placement of outdoor mounted air source heat pumps. Thermal conductivity tests have been completed at the site to a depth of 500', conductivity is above average which means less wells will be required to be drilled, lowering costs. Plans include using desuperheaters on the heat pumps to pre-heat domestic hot water, which essentially utilizes waste heat beneficially. Each unit will have a heat pump which will be connected to a common water loop and ground loop system serving each building. Pumping systems will be redundant. This strategy will create a resilient HVAC system with no single point of failure that could threaten the building. All appliances will be electric including the ranges, induction ranges will be installed. The County has had recent positive experience with induction ranges in a smaller rental project. The ranges have been a success after working through some initial issues with finding appropriate cookware and educating residents.

The GSHP system will be extremely efficient with a COP of 4.2 which means that for every 1 watt of power purchased by the tenant they receive up to 4.2 watts of heat energy. This efficiency will benefit the residents with low utility bills while maintaining high quality HVAC outcomes. Low utility costs have a direct effect on affordability; home affordability is defined as the total cost of the home including rent or mortgage and utilities combined. Air quality will be maintained utilizing heat recovery ventilators. Buildings will utilize a mix of central ventilation and unit based balanced ventilation systems depending on the building type. All outside air will be filtered and return air will be continuously filtered with minimum MERV-8 filters which will result in very low particulate matter in the air and, with constant ventilation, low CO2 levels.

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2. Community Information

Community Location

County: Gunnison

City/Town: Crested Butte

Neighborhood Address: 25115 Hwy. 135

OR

[UPLOAD] Neighborhood Map: You may also upload a screenshot of your neighborhood instead of providing an address.

Neighborhood Description: Please provide a written narrative/description of the neighborhood that captures location and other relevant information. (500 word limit)

The project will be built adjacent to a mixed-use industrial park and several high-end subdivisions including a golf course community that are outside of the Crested Butte Town boundary. This area has significant services in place serving the existing developments including free bus service connecting to the Town of Crested Butte and South the City of Gunnison. The area, including the Town of Crested Butte, is a job generator including service jobs in Crested Butte and the surrounding developments and trades jobs serving high end housing and tourism industries. Much of the workforce working the Crested Butte area commute from Gunnison (30 miles away). The commute has negative impacts on traffic, climate change impacts from long commutes, and social impacts on households who spend a significant amount of time and money commuting. Whetstone will provide housing that is attainable to workers, close to their jobs. The population that is expected to live at Whetstone is currently mixed between people living in overcrowded or substandard housing in Crested Butte and a majority who currently live in Gunnison and commute. The City of Gunnison has a poverty rate of 25.2% according to the U.S Census while the overall County has a poverty rate of 12.3%. Though Whetstone will be located in a particularly affluent area of the County the population the project is intended to serve is mid- to low-income and is disproportionately impacted by the rapid increase in the cost of housing that is

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driven by the affluent households who are buying property and driving costs higher while, at the same time, creating more demand for jobs in the service and trades sectors of the economy.

Whetstone is a beautiful site which has mountain views in all directions. It sits adjacent to highway 135 at the intersection of Brush Creek Road. The intersection is being rebuilt as a roundabout to slow traffic on the highway and improve safety. A pedestrian underpass is planned to connect Whetstone to a bike path on the opposite side of the highway to Crested Butte. A bus stop is directly adjacent to the site and will also be served by the underpass. The Gunnison Valley Regional Transportation Authority operates a free bus system that will connect Whetstone to both Crested Butte and Gunnison with a bus nearly every 15 minutes starting in the Winter of 2023. The site will include a park and walking trails within the community as well as a small community meeting space.

Whetstone will consist of a mix of townhomes, live-work units, walk-up flats, and apartment buildings at a variety of rents attainable to a mix of low- to min-income households. Roads are designed to slow traffic and sidewalks and paths connect the community throughout. The site is designed to be a vibrant neighborhood with paths and sidewalks all connecting the a central greenway that connects the park space to the bus stop and underpass with the intention of making the site easy to navigate on foot or bike and connect to Crested Butte without the need for a car.

Disproportionately Impacted, Just Transition, and/or Low-Income Communities

1. Are you self-identifying your community as a Disproportionately Impacted, Just Transition, or Low-Income (DI / JT / LI) Community?

   Yes

   ~~No~~

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2. If yes, do you anticipate needing assistance with project management and/or administration of the grant if awarded? *Note: DI / JT / LI communities qualify for free technical assistance from CEO if the grant is awarded.*

~~Yes~~

No

3. [UPLOAD] If you are self-identifying your community as DI /JT /LI (answered "yes" in Question 1 of this section), please upload the documentation requested in the Community Identification resource to demonstrate applicability with the DI / JT / LI requirements.

Project Narrative. Please keep answers to a 500 word limit for each question.

1. Please describe why HEEHA grant funds are necessary for your community/organization/entity and if the project would be able to move forward without grant funding.

The cost to finance Whetstone must be covered by rents, there will not be any ongoing funding or subsidy to the project. So, any grants or subsidies that lower the net cost to the County that will be financed will result in lower rents. Without HEEHA grant funds the project will have to maintain more units at higher rents to raise sufficient revenue to pay the annual debt service. High rent units may be out of reach for workers who the project is intended to serve. The project proforma is not viable without additional grant funds. The current proforma anticipates $3,500,000 in additional grant funding to maintain an average rent attainable at 125% AMI. The County has an additional goal to reduce the average rent to 100% AMI, which by definition, would mean rents would match the average income of households in the area. Achieving this will require additional subsidy or grants. The County is searching for and applying for funding from all available grant and tax rebate opportunities available. In order for the project to be successful and meet the needs of community members by overburdening them with rent this funding is necessary.

2. In general, how will this project benefit your community? Please describe all potential associated co-benefits of this project.

The economy in Gunnison County is struggling under the increasing impact of the lack of attainable housing for the workforce. Nearly every sector of the economy has reported in recent surveys that the lack of employees and housing for employees has affected their business. The housing crisis is showing up in vacant store fronts in Crested Butte and Gunnison, businesses closing during busy tourism seasons due to lack of staffing. Impacts range across industries from service to health care and everything in between. The economy

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is struggling despite sales tax showing continued growth; the Gunnison Valley is geographically isolated and cannot pull labor from adjacent areas so businesses are struggling to meet increased demand with a shrinking workforce. Even building more housing to house workers has been challenged by the lack of workers; a recent housing project was delayed by months because the only remaining concrete company was down to only two drivers to serve the entire County so deliveries were rationed until they could bring in more drivers. Whetstone will provide housing for 255 households and an estimated 350-450 workers to support the local economy. Housing is critical to the basic function of an economy—without adequate housing our economy cannot sustainable function or benefit those most in need. With increased housing our service industries (plumbers, electricians) can be located locally, our teachers, school bus drivers and lunch room staff can live here and support youth education. Housing is the primary critical factor in a functional economy where all residents and industries have the opportunity to thrive.

The impact of providing housing near the major job generator of the Crested Butte area on households and individual's lives will be substantial. Parents will get up to an hour and half a day back in their day from a reduced commute that will benefit families. Currently people who live in Gunnison and work in Crested Butte and have children in school may struggle to make it to after school events or sports and may have to arrange for transportation for children because they are not available to participate in events that take place during working hours when they are working 30-45 minutes away. Living near their jobs will allow families to enroll children in schools in the communities where they live and work, benefiting families. Additionally, when people have more free time in their days because their commute is reduced they often participate more in the community whether it be through volunteer activities, civic engagement, or recreational pursuits. The project is designed in such a way that it will be affordable for residents and also be a place that can be proud to live and feel connected to their neighbors and greater community. We know that community connection and feelings of neighborliness improve mental health outcomes for individuals.

The development of housing units near jobs will also reduce vehicle miles traveled, greenhouse gas emissions and overall climate impacts. The Gunnison Board of County Commissioners has included goals in their strategic plan to "reduce energy use impacts and lower greenhouse gas emissions by 50% from 2005 levels..." This goal and project aligns with State goals to reduce emissions, improve energy efficiency, improve highway safety, and create more affordable housing.

Required Uploads

- Neighborhood Map, if applicable.

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- DI / LI / JT documentation, if applicable.

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3. Project Information

Please indicate the targeted number of dwelling units, commercial units, and/or buildings, etc. in the project. *Note: Applicants must represent a minimum of five (5) homes or dwelling units, or at least three (3) businesses/building units.*

The project will consist of 255 units in 25 buildings.

[UPLOAD] Please fill out the "Project Information Spreadsheet" with the following information for each building and/or unit in the proposed project. *Note: If any information is unavailable, please include a description in the space provided indicating why the applicant could not find the information.*

1. Property Street Address(es).
    - Unit Numbers (as applicable)
2. Utility companies serving the building(s) for natural gas and electricity.
3. Description of the facilities:
    - Approximate Square Footage
    - Age of Building
    - Uses and/or Occupancy Type
    - Fuel Types Used (electricity, propane, natural gas, etc)
    - HVAC System - Space Heating
    - HVAC System - Domestic Water Heating
    - Other Applicable Gas-Fueled Appliance(s):
        - *Note: This may include but is not limited to clothes dryers, stoves, ovens, and/or fireplaces.*
4. Note any retrofits or equipment upgrades were completed within the last 10 years, if known or applicable. (500 word limit)
    - *This may include but is not limited to energy efficiency or weatherization retrofits and upgrades, including any prior work completed with a CEO program such as the Weatherization Assistance Program.*
5. Description of the all electric systems that will be installed with the grant funding.
    - Note if any of the following electric service upgrades will be needed to complete the project.
        - Electric Panel Upgrade
        - Electric Utility Service Upgrade

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[UPLOAD] Provide 12 Months of Energy Bills. Provide bills from Gas, Propane, Electricity, or other energy source providers for each unit and/or building. *Note: This can be compiled in a separate spreadsheet or submitted as separate PDFs of each energy bill. Ensure all uploaded documents are clearly titled.*

[UPLOAD] Natural Gas and Electricity Rates. If NOT included in the submitted 12 months of energy bills, provide gas and electric rate documentation. *Note: This may be a screenshot or PDF of one gas and electric rate documentation each*.

[UPLOAD] All-Electric Systems Information: Please fill out the tab in the "Building Information Spreadsheet" titled "All-Electric Systems Information Spreadsheet" to provide information on the all-electric systems you are installing for each building and/or unit included in the project.

Required Uploads

- Project Information Spreadsheet
- 12 Months of Energy Bills (electric, natural gas, propane, stationary diesel, etc).
- Gas and Electric Rate Documentation, if not included in the 12 months of Energy Bills submitted.
- All-Electric Systems Information Spreadsheet

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4. Project Details

Project Beneficiaries

1. [UPLOAD] Please attach all written approvals from participants for whom this application represents.
2. Optional, unless you are a DI / LI / JT community seeking to use grant funds to cover community organizing: Please describe any community organizing activities completed to recruit participants for this project. Attach any supporting documentation as applicable. (500 word limit and/or UPLOAD)

As part of the project onboarding phase, the project team created an Engagement Strategy and Community Outreach plan, tailored to the needs of the County, community, and project. Relevant strategies, with various levels of engagement intensity necessary, were selected to engage and address the specific needs of stakeholders. In addition, we created focused opportunities to involve developers as a key stakeholder to provide input that supports the ultimate vision and feasibility of the project. Invited stakeholders included a diverse cross section of the community including Spanish-speaking residents, youth, representatives from Project Hope (nonprofit supporting women and victims of domestic violence), Hispanic Affairs Project, Adaptive Sports Center, stakeholders representing individuals with disabilities, residents of mobile home parks, members of local climate resiliency groups, and others. Many of the residents were paid a stipend for their time and to encourage diverse stakeholders to participate.

Since the summer of 2021, the project team has been engaging with community members and stakeholders to gather input on priorities and what needs the site could accommodate.
In August and July, around 60 people walked the site and were able to ask questions to the project team and share their ideas for the development.
On August 26 and 27, 2021, 30-35 Gunnison County community members and housing development experts participated in a design charrette for the Whetstone parcel.
In October 2021, the project team invited second-grade kids from Crested Butte elementary school and freshmen from Gunnison high school to share their ideas for the site and design their ideal neighborhood. A preliminary, conceptual site plan emerged from these outreach activities.
Between January 27 and March 30, 2022, community members were invited to provide their feedback on the draft sketch plan for the Whetstone Community Housing development, by watching a **project presentation video** and answering a few questions through an online form.

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On May 19, 2022, we held a virtual work session with community members, stakeholders, and Whetstone followers to discuss specific elements for the site, such as Site Design & Circulation features and Sustainability & Infrastructure elements for the site.
In February 2023, after nearly two years of planning, engagement, and careful design, the Sketch Plan for the Whetstone Community Housing project was unanimously approved by the Gunnison County Board of Commissioners. Since then, the project team has been working with the Town of Crested Butte on utilities extension.
In addition, a development partner was selected in the summer of 2023 after a robust community and stakeholder engagement process, which included a community open house on May 10th, 2023 at the Center for the Arts in Crested Butte. During this meeting, each of the 5 short-listed development teams presented their proposed approach for Whetstone, and community members were able to ask questions directly to the development teams in an open house format and provide feedback to the County team via an online form.

Since May, the development team including the selected developer, Servitas, have been completing the detailed designs and plans for the development. The team held a design workshop in September and invited a variety of stakeholders and members of the public to attend to guide the detailed design plans.

Community priorities included: affordability and security; climate resiliency; energy efficiency; sustainability; outdoor gathering space; private outdoor space; storage space; and light. Detailed engagement summaries can be viewed at the project website.

Electrification Project Scope

1. [UPLOAD] Provide all energy audits of ASHRAE Level II or equivalent or analysis completed for the project that evaluated the electrification of fossil gas equipment and/or any electric service and electric panel upgrades.

    a. [UPLOAD] If not included in the energy audits or analysis provided in Question 1 of this section, submit documentation that justifies the selected size and type of equipment or installation with the quote. This may include but is not limited to an energy audit, a report from an energy analyst, or a set of Manual J calculations.

2. Provide a description in narrative form of the full project scope including which electrification measures will be implemented and electric service upgrades needed if applicable. (750 word limit)

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The project is a 255 unit workforce housing project new build. The site is a 15 acre greenfield with no utilities serving the site currently. As a new development and new build the site will be developed from day one with sufficient electrical capacity to support all-electric buildings and level 2 EV charging capacity for residents. Up to 25% of parking spaces will have infrastructure including electrical pathways for EV charging at opening and the utility will have sufficient capacity for expansion over time.

Electrification of the buildings will be accomplished utilizing ground source heat pumps. Each building will have a building water loop that heat pumps serving each individual unit will utilize for energy exchange (condenser or evaporator in the refrigeration cycle depending on heating or cooling mode). The building loop will be connected to a ground source water loop that consists of a series of vertical wells drilled to 500' which will inject into the building loop to maintain a preset temperature range. Each building will include a dedicated well-field. Our engineers reviewed the potential of a district well-field and concluded that it added risks and complication without adding benefit. District well-fields would benefit projects with loads that may be connected the field that may vary in their demand for heating or cooling load. The Whetstone site is expected to be in the same load profile, either heating or cooling, for nearly all buildings. Models do predict individual buildings will experience times where the building loop will be able to balance heating and cooling loads within the individual building and not require the ground loop. Under that condition the ground loop pumps will idle and energy will be moved within the building utilizing heat pumps and the building loop.

The use of ground source heat pumps connected to a water loop will minimize refrigerant utilized on the project. This is important because the most common refrigerant used, and what we expect to utilize is R-410A which has a global warming potential of 1890 times CO2. Refrigerant will not be utilized across distance and will be limited to the cycle within each heat pump and each heat pump will be small, serving only one housing unit, so any refrigerant leak will be minimal. This is a big improvement compared to VRF (variable refrigerant flow) or split system that utilize long runs of piped refrigerants to run heat pumps. The ground source heat pump system we have planned will maximize efficiency and minimize the use of refrigerants.

All buildings are being designed with dedicated space for a central pumping station to serve both the building loop and ground loop. Each unit will include a dedicated water-to-air heat pump which will distribute tempered air through a forced air system. Building plans are incorporating space for ducting within very efficient, small, floor plans. Each unit will also include a dedicated water heater. The water heaters will be electric resistance heat, heat-pump water heaters were not chosen because the cold air from the heat pump would add load and complexity to the unit HVAC system which will be heating dominated. However, we plan on utilizing a desuperheater pre-heat system to harvest heat from the ground source

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heat pump to pre-heat domestic hot water. Appliances will be all-electric, energy star rated, including an induction range.

Additional Energy Work within Project Scope - Implementation Phase

For each facility or unit in the proposed project, please describe if the project will be paired with renewable energy, energy storage, and/or other energy efficiency improvements. If so, please describe those improvements here and attach any relevant documentation. (500 word limit and/or UPLOAD)

The project is being built to Solar Ready code standards and architecture is including pre-engineered and planned locations for sufficient arrays to achieve net-zero energy. However, we still need to work out how this project can include solar in compliance with the local electric utility's net-metering limitations and rules. Smaller buildings on the site like townhomes will be able to comply with the net-metering rules. However, the larger apartment buildings will require larger arrays that are not allowed under net-metering rules to achieve net-zero energy. The project may incorporate a maximum 25kW array on the large buildings for at least some energy offset. The utility has indicated an openness to larger arrays if paired with storage which the utility could dispatch to the grid during peak demand. However, the project has not proven that this is financially viable.

New Construction Projects

If you are applying for grant funding of a new construction project, your application must also demonstrate the following:

1. [UPLOAD] Properly calculated HVAC loads for future electric HVAC equipment serving each unit and/or building.
2. [UPLOAD] REScheck, ERI, or comparable modeling pathway detail that demonstrates the new construction project meets the standards of the 2018 IECC OR the most recent version of the International Energy Conservation Code adopted by the project's jurisdiction, whichever is more stringent. If your project does not meet these code requirements, please contact the HEEHA Program Manager.

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The project is being built to 2021 IECC and U.S. DOE Zero Energy Ready v.1, rev. 9 standards. We do not have modeling complete at this time but plan on utilizing the 2021 IECC ERI performance pathway to prove conformance with these codes. The project design is in the Design Development stage. The completed Schematic Design plans have been included with this application.

(OPTIONAL - for Commercial Properties Only) Commissioning Plan

Project commissioning is not required but highly encouraged. If you are pursuing commissioning, please provide the following detail.

Name of Certified Commissioning Agent:

Timeline for Commissioning:

Systems being Commissioned:

[UPLOAD] Commissioning Plan.

Implementation Project Team

Who will be involved in this project? List any contractors, community staff/stakeholders, facilities managers, building owners, etc., along with relevant certifications and/or licenses (if applicable).

[UPLOAD] You may either fill out the table below or upload a document with your project team's information.

Project Team Member	Role	Company/ Organization	Certification/ Licenses (if applicable)
John Cattles	Owner representative	Gunnison County	
Mechanical contractor not yet selected			
Micheal Passas	Mechanical/ Electrical/ Plumbing engineering	MDP Engineering Group	
Michael Herris	Energy Modeling	Group 14	

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	HERS rater	Engineering	

OPTIONAL: Additional Relevant Information

Note: This section is optional and not required for the grant application. Projects that do not provide information in this section will not be penalized.

1. Is there any additional information that will assist the Review Committee in understanding the proposed project and need? (500 word limit)

The Whetstone Community Housing development is a project that is set to meet a number of community and State goals:

- Creation of affordable, workforce housing
- Sustainable design
- All electric, Zero Energy Home Ready, compliance with 2021 IECC
- Multimodal connectivity to community and services through multimodal trails and free bus service
- Reduction in vehicle miles traveled and greenhouse gas emissions through use of ground source heat pumps, all electric service, location of housing close to jobs, multimodal connectivity, and free bus service.
- Improved highway safety through the development of a roundabout and underpass at the entrance to the development.
- Public-private partnerships that demonstrate that these projects are possible, feasible, and sustainable
- If the County can successfully drive down overall project costs we will be able to create a perpetual and sustainable revenue source that can support this affordable housing development and other future affordable housing developments.

This project is an exemplary demonstration of the goals that the County and State are trying to achieve!

2. [UPLOAD] Please attach any additional documents that would support your application (i.e., neighborhood sustainability plans, site design documents / photos, letters of recommendation, etc.). Include a brief description of the documents attached. (500 word limit)

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Attached are letters of support for the project and photographs of community engagement, along with site plans and designs of the development.

Required Uploads

- Participant Written Approvals.
- Community Organizing Documentation (if applicable).
- Energy Audit or Analysis (ASHRAE Level II or equivalent).
- Size and Type Justification Analysis, if information is not included in the energy audit OR for new construction projects.
- For new construction projects, documentation demonstrating the minimum requirements of the International Energy Conservation Code and all applicable local jurisdictional code requirements have been met. This should be an ERI or ResCheck.
- Commissioning Plan, if applicable.
- Project Team Documentation, if provided table is not filled out.
- Any additional documents that support your application.

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5. Project Budget

Project Budget

[UPLOAD] Complete the "Project Budget" Spreadsheet, detailing each project expense for which you anticipate using project funding, and upload. See HEEHA Grant Program Guidelines for additional information on eligible costs and community match allowances for each phase.

[UPLOAD] Please attach all quote(s) and specification sheets for the proposed high-efficiency electric equipment and/or any electric service and electric-panel upgrades necessary for project execution. You must include at least two (2) quotes per service or equipment type, as applicable, and indicate which vendor was selected to perform the work.

For community match, please detail the cash match contribution and provide both description and cost for any in-kind match contribution. In addition, include details on any leveraged rebates and incentives that will be used to contribute towards the community match.

> DI / LI / JT Communities
> DI / LI / JT Applicants may use grant funds to cover up to 40 hours of administrative time. Please provide detail on the administrative cost and the number of hours needed. *Note: You may not double count between administrative time covered with grant funding and any in-kind support that contributes to the community match.*

Required Uploads

- Project Budget Spreadsheet.
- Project Quotes/Estimates.
- Equipment Specification Sheets.

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6. Reporting Plan and Final Documentation - Implementation Phase

Reporting Plan

Briefly describe the plan for grant reporting and document submission, including roles, responsibilities, methods, and approvals from participants. If you are self-identifying your community as a DI/JT/LI community and plan to use grant funding to cover administrative costs, be sure to include the estimated administrative costs associated with grant reporting in the project budget. (500 word limit)

The County uses a distinct group of general ledger accounts to segregate both revenues and expenditures to each grant received. The County is able to provide reports on expenditures supported by invoices as needed and required. Progress reports from the Contractor and Architect can be provided at intervals as required by CEO. Final commissioning reports will be provided as needed. Finally, we are intending to maintain energy use data and can share ongoing performance and cost metrics if requested.

Upon completion of the project, the following information will be required to be submitted to CEO:

1. Final budget sheet including all project expenses and matched income.
2. Legible copies of all sales/invoices showing the purchase price and amount paid by the applicant for the HEEHA equipment and installation, the number and type of units purchased, and the coefficient of performance or efficiency rating for all units purchased.
3. Date(s) of installation, installation completion, and when the units were operational.
4. If available, energy use data/energy bills for each building for the months following the installation of the high-efficiency electric equipment.

To submit documentation, follow submission instructions on the Colorado Energy Office's HEEHA Grant Webpage.

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7. Required Uploads

Uploads and Documentation

Please ensure all the following documents have been uploaded with your application:

Section 2: Neighborhood map, if applicable.
Section 2: DI/JT/LI documentation, if applicable.
Section 3: Project Information Spreadsheet.
Section 3: 12 months of Energy Bills (electric, natural gas, propane, stationary diesel, etc).
Section 3: Gas and Electric Rate Documentation, if not included in the 12 months of Energy Bills submitted.
Section 4: Participant Written Approvals.
Section 4: Community Organizing Documentation, if applicable.
Section 4: Energy Audit or Analysis (ASHRAE Level II or equivalent).
Section 4: Size and Type Justification Analysis, if information is not included in the energy audit OR for new construction projects.
Section 4: For new construction projects, documentation demonstrating the minimum requirements of the most recent version of the International Energy Conservation Code have been met. This must be an ERI or ResCheck.
Section 4: Commissioning Plan, if applicable.
Section 4: Project Team Roster, if provided table is not filled out.
Section 4: Any additional documents that support your application.
Section 5: Project Budget Spreadsheet.
Section 5: Project Quotes/Estimates.
Section 5: Equipment Specification Sheets.

To submit documentation, follow submission instructions on the Colorado Energy Office's HEEHA Grant Webpage.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Prescription Consulting Services Agreement; EPLS,

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: EPLS Inc.

Term Begins: January 1, 2024 **Term Ends:** **Grant Contract #:**

Summary:

One of two contracts that will replace the current RX contract, ProAct. EPLS is an affiliate of True RX, the new RX provider.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
Legally sufficient. SO 12/10/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/10/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

Prescription Consulting Services Agreement

This Prescription Consulting Services Agreement (this "**Agreement**") is entered into by and between Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, CO 81230 (the "**CLIENT**") and EPLS LLC, a Pennsylvania limited liability company with its principal place of business located at 2250 Erin Court, Lancaster, Pennsylvania 17601 ("**EPLS**"), individually "Party" and collectively "Parties".

Background

CLIENT sponsors and operates a self-funded group health plan (the "**Plan**") through which it offers prescription drug coverage to its eligible employees and their dependents (collectively, the "**Plan beneficiaries**"). CLIENT, on behalf of the Plan, desires to engage EPLS to support and oversee the Plan's prescription drug benefit program for the purpose of promoting clinical and financial improvements, and EPLS desires to provide such consulting services to CLIENT, all as more fully described herein.

Agreement

NOW, THEREFORE, in consideration of the promises and obligations of each Party hereunder, the Parties agree as follows:

10. Effective Date/Term.

1.1 This Agreement shall be effective on **January 1, 2025** and shall continue for the initial term of one (1) year ("**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one-year terms, unless it is terminated according to the provisions herein. The Initial Term and any subsequent renewals shall be referred to herein as the "**Term**".

10. Responsibilities of CLIENT.

2.1 CLIENT authorizes EPLS to provide the Services (as defined below) on behalf of CLIENT to the Plan regarding its pharmacy benefit program. CLIENT acknowledges and authorizes EPLS to contact the Plan beneficiaries in connection with EPLS' performance of the Services.

2.2 CLIENT covenants and agrees that CLIENT will:

a. Make all reasonable efforts to ensure cooperation of the CLIENT's Prescription Benefit Manager ("**PBM**") in providing necessary data and other information required for EPLS to discharge its duties under this Agreement in such form as reasonably requested by EPLS. It shall be CLIENT's obligation, and not EPLS' obligation, to ensure that this Agreement does not violate any agreement CLIENT has or may in the future have with the PBM.
b. Make reasonable efforts to ensure that all data provided to EPLS in connection with the Services is accurate and complete. CLIENT acknowledges that EPLS is entitled to rely upon the accuracy and completeness of the data provided, directly or indirectly, by CLIENT and/or the PBM in performing EPLS' duties under this Agreement.

c. Authorize EPLS to receive monthly prescription claim reports that include data fields provided by EPLS no later than fifteen (15) days after the end of each month.
d. Provide Plan beneficiary eligibility files on a monthly basis or provide member contact information not limited to Plan beneficiaries' names, phone numbers, emails, and addresses for EPLS' use in performing the Services under this Agreement.
e. Provide CLIENT's stop-loss carrier with such claims information and other information as may be requested by the carrier. CLIENT acknowledges that it is CLIENT's sole responsibility to coordinate with CLIENT's stop-loss carrier and that EPLS makes no representation regarding CLIENT's carrier's acceptance of its claims.
f. Provide such other information as EPLS may reasonably request to enable EPLS to provide the Services under this Agreement.
g. Include information regarding the Services offered under this Agreement in the appropriate welfare benefit plan documents that CLIENT distributes to Plan beneficiaries.
h. Cooperate and make all reasonable efforts to ensure the cooperation of its employees, in all reasonable respects with EPLS, and to comply with all reasonable requests by EPLS relating to its provision of the Services. CLIENT will take all reasonably necessary steps to prevent CLIENT caused delays in EPLS' provision of the Services, including the prompt provision of EPLS' access to the Plan's data applicable to the Services. CLIENT will promptly secure all Plan beneficiary authorizations, third-party authorizations, pre-certifications, consents and approvals needed to enable EPLS to provide the Services hereunder.
i. EPLS makes no representation regarding the treatment of transactions regarding federal or state income taxation. Consult a tax advisor to determine any tax consequences of this Agreement.

10. <u>Responsibilities of EPLS</u>.

3.1 EPLS will consult on those clinical and financial opportunities which it reasonably expects, in EPLS' discretion, to improve CLIENT's prescription benefit program under the Plan. EPLS will provide the following support and oversight services, as EPLS deems appropriate, in connection with elected EPLS services and the Plan's prescription benefit program (collectively, "**Services**"):

Client enrolls in the following EPLS services, see description of services in Appendix B:

☒ Specialty and Cost Exceed Exclusion $1450 30-day; $4350 90-day, Generic Cost Exceeds Exclusion $500 30-day; $1000 90-day: Manufacturer Programs and Foundations

☒ Alternate drug program (must elect this solution)

☒ Claim Oversight, Specification and Clinical Criteria Management (must elect this solution)

☒ Copay$aver (must elect this solution)

☒ 340B; GPO

☒ Domestic Pharmacy (must elect this solution)

☒ International Sourcing

☒ EPLS JCode Exclusion Program/Site of Care

a. Provide oversight on all prescription claims and identify financial and clinical savings opportunities.
b. Consult to facilitate drug changes with employee, prescriber, and PBM for clinical and/or financial reasons, when appropriate.
c. Consult to facilitate where and how a drug is sourced with employee, prescriber, infusion center, PBM and/or Prescription Advocate for clinical and/or financial reasons, when appropriate, and based on EPLS services selected.
d. Initiate utilization management changes on behalf of the Plan not limited to formulary, clinical programs, upcoming drug change impact, new to market, name brand to generic, specialty vs. non-specialty and drug shortages when appropriate.
e. Provide a team of clinical pharmacists to assist medical professionals and patients to determine the best alternative for high-cost medications.
f. Provide concierge member service including but not limited to; member introduction/understanding of the Program, assistance registering and identifying the most appropriate sourcing programs, scheduling refills, and communicating with pharmacies/prescribers/prescription benefit managers as needed, based on EPLS services selected.
g. If applicable, provide annual aggregate data available to EPLS for the CLIENT's use in complying with reporting obligations under the Consolidated Appropriations Act (2021) and/or Transparency in Coverage rules. The Parties agree that CLIENT is solely responsible for complying with all such reporting obligations.

EPLS shall have no obligation to acquire information beyond that which is provided to it by CLIENT or CLIENT's PBM.

3.2 The Parties may, at any time after execution of this Agreement, agree in writing to the provision of services outside the scope of those identified in Section 3.1. Such agreement must comply with Agreement amendment requirements contained in Section 14.6. These services are referred to as "**Additional Services**", and shall be accounted, invoiced, administrated, and paid for separate from the Services referred to herein and shall be detailed in an Appendix attached to this Agreement.

10. <u>Independent Contractor</u>.

4.1 EPLS is an independent contractor of CLIENT, and not an employee, partner, agent or joint venture partner. This Agreement shall not make either Party a legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or litigation, expressed or implied, against or in the name of on behalf of the other Party.

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

4.3 EPLS does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services. Network pharmacies are independent contractors, and EPLS shall have no liability to CLIENT, plans, any covered person, or any other person or entity for any act or omission of any network pharmacy or any network pharmacy's agents or employees.

10. <u>EPLS' Compensation</u>.

5.1 In consideration of the provision of the Services during the Term, CLIENT agrees to pay EPLS the fees and costs outlined in Appendix A.

a. ☐ Consultant paid commission when box is checked
b. EPLS Fees shall be paid to EPLS within forty-five (45) days upon receipt of an invoice. Invoices provided to CLIENT will be de-identified of Protected Health Information in accordance with HIPAA.
c. EPLS may pay an outstanding balance for inventory management fees, drugs sourced through EPLS partner pharmacies, shipping fees, grants and other sources on behalf of the CLIENT. Reimbursement shall be paid to EPLS within thirty (30) days upon receipt of an invoice.
d. At the discretion of EPLS, CLIENT may be required to fund the cost of the drug and related fees prior to drug shipment or performing services.
e. EPLS Fees may be adjusted at the end of the Initial Term or any renewal term to account for program changes that are necessary due to market changes, or upon mutual written agreement of the Parties. EPLS shall provide notice to CLIENT of any such adjustments at least ninety (90) days prior to the end of the initial term or any renewal term.
f. EPLS will provide a savings report, which may contain certain Protected Health Information in order to substantiate the savings. To maximize HIPAA compliance, EPLS will provide this report to an individual that CLIENT has designated as authorized to receive and handle Protected Health Information, as identified on the signature page of this Agreement. If no individual person is identified, or upon CLIENT's request, EPLS will de-identify its savings report of PHI.
g. PerMemberPerMonth fees guarantee a 1:1 ROI over each Term. The guarantee is not valid for any period less than a full Term. Client must be enrolled in Cost Exceeds Exclusions, Copay$aver and Alternate Drug Program. If savings are less than fees paid, EPLS will pay the difference between fees paid and the total savings over the same Term. Any amount due to CLIENT is payable within ninety days following the end of a Term. Client must be current on EPLS invoices at the time of payment. The EPLS JCode program fee is a percent of savings and is not included in the guarantee.
h. The fees and costs outlined in Appendix A as EPLS' compensation shall compensate EPLS for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

5.2 Sourcing from EPLS partner pharmacies (when applicable).

a. EPLS is not responsible for lost or stolen shipments, damage caused by shipping delays or member delay of delivery acceptance.
b. EPLS, in good faith, confirms member eligibility prior to drug shipments. EPLS is not responsible for the cost of drug shipments made to former members terminated from the benefit plan within 34 days of a drug shipment.

5.3 In the event that CLIENT fails to pay any amount due under this Agreement within the grace period of five (5) days of the due date, CLIENT shall be subject to a penalty five percent (5%) on any unpaid balances. In addition, CLIENT shall be responsible for all costs of collection and agrees to reimburse EPLS for such costs and expenses including reasonable attorneys' fees.

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

10. <u>Confidentiality</u>.

6.1 Each Party acknowledges that during the performance of its obligations hereunder, it has received or may receive confidential information from the other Party. As used herein, "Confidential Information" includes, but is not limited to, proposals and analysis, proprietary business and technical information, patient and third-party payer lists, statistical data, computer programs, pricing information, operational procedures, the Agreement and all exhibits, addenda and alterations hereto, network pharmacy coverage information, trade secrets and innovations, and other information of similar nature obtained by either Party. Confidential Information will not include information that is: (i) generally known to the public at the time of disclosure; (ii) rightfully received by either Party from a third Party not under obligation of confidentiality with respect to such information; or (iii) becomes publicly available through no act or omission of either Party or its agents or employees.

6.2 Each Party covenants and agrees that, without the prior written consent of the other Party (which consent may be withheld for any reason or may be given subject to conditions and restrictions), neither it nor its directors, officers, employees or agents will reveal or use any Confidential Information received from the other Party other than to exercise its rights or perform its obligations under this Agreement. To that end, EPLS may disclose Confidential Information as reasonably necessary to perform the Services under this Agreement, including disclosing the Confidential Information to third Party vendors.

6.3 Confidential Information may be disclosed pursuant to a bona fide subpoena if the Party receiving the bona fide subpoena has given the other Party timely written notice of receipt of the subpoena so that the other Party can object or otherwise intervene as it deems proper. All Confidential Information will remain the property of the disclosing Party, and the receiving Party will return or destroy all written, tangible, or electronic materials, and all copies thereof, upon request of the disclosing Party.

6.4 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.

10. Use and Disclosure of Protected Health Information. In carrying out its obligations under this Agreement, EPLS may have access to individually identifiable health information on the Plan's beneficiaries, including patient names and other medical information, maintained by the Plan in electronic, oral, and written form ("**Protected Health Information**" or "PHI"). The Parties agree to comply with the Health Insurance Portability and Accountability Act ("**HIPAA**") and any other federal or state laws governing the privacy and security of Protected Health Information. Each Party will protect the privacy and security of Protected Health Information received by EPLS from time to time pursuant to this Agreement, in accordance with the provisions of that certain HIPAA Business Associates Agreement, attached hereto and made a part hereof as Exhibit A.

Notwithstanding any contrary provisions in this Agreement, CLIENT grants EPLS the right to use de-identified Plan beneficiary drug and related medical data in its research, cost analyses, and cost comparison studies. All research, cost analyses, cost comparisons and other similar studies or reports EPLS conducts or prepares will be EPLS' sole and exclusive property. EPLS may aggregate this information with that of other CLIENTs and shall de-identify it to protect CLIENT and Plan beneficiary confidentiality.

10. Delays. Notwithstanding anything to the contrary contained in this Agreement, EPLS will not be liable for any delay or failure to provide the Services or to perform any other duty or obligation under this Agreement where such failure results from, arises out of, or is otherwise caused by an event or circumstance beyond the reasonable control of EPLS.

9. Non-Solicitation. During the Term of this Agreement and for a period of one (1) year after the expiration or termination hereof, CLIENT shall not, directly or indirectly, for CLIENT or on behalf of any other person or entity, solicit, recruit, entice or persuade any employee or independent contractor of EPLS or its affiliates to leave the employ of, or end the contractual relationship with, EPLS or its affiliates.

10. Insurance Coverage. Each Party will maintain, during and for a reasonable period of time after the Term, reasonable and customary insurance (whether through third-party carriers or self-insured arrangements or retentions) to enable the Party to meet its obligations under this Agreement and to comply with any legal requirements. At a minimum, EPLS shall maintain:

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).

11. Disclaimer of Warranties; Limitations on Liability; Acceptance of Risk.

11.1 This Agreement is not a contract for the sale of goods. EPLS will perform the Services under this Agreement in a professional and workmanlike manner in accordance with its covenants and obligations hereunder and applicable law. EXCEPT AS WARRANTED IN THIS SECTION 11, EPLS DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED. EPLS HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE REPORTING PROVIDED AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. EPLS DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

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

11.3 EPLS will not be liable for any mistake of judgment or other actions taken in good faith. In the event EPLS makes a good faith mistake under this Agreement, EPLS will make a diligent effort to recover any incorrect excess payment made but will not be required to institute any court proceedings.

11.4 CLIENT acknowledges that the internet is not a secure or reliable environment and that the ability of EPLS to deliver internet services is dependent upon the internet and equipment, software, systems, data, and services provided by various telecommunications carriers, equipment manufacturers, firewall providers, and encryption system developers and other vendors and third-parties. CLIENT acknowledges that use of the internet in conjunction with EPLS' Services entails confidentiality and other risks that may be beyond its reasonable control.

11.5 EPLS will not be liable for any loss incurred from lost or stolen mail order prescriptions.

11.6 Current law directs the FDA to exercise discretion in permitting personal importation of drugs when the product is "clearly for personal use, and does not appear to present an unreasonable risk to the user," which is reinforced in FDA guidelines. EPLS recommends client review personal importation laws.

11.7 This Section shall survive termination of this Agreement.

12. Indemnification.

12.1 EPLS shall indemnify and hold harmless CLIENT from any and all liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments, and penalties (including, without limitation, reasonable attorneys' fees and expenses) (each, a "**Loss**"), arising out of or resulting from the negligence or willful misconduct of EPLS, except to the extent any such Losses were caused by the negligence or intentional conduct of CLIENT.

12.2 Neither EPLS nor CLIENT will be liable for indirect, incidental, consequential, punitive, special, or exemplary damages, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages. EPLS' maximum liability to CLIENT, regardless of the form of action and whether for damages, indemnification or otherwise, shall not exceed the administrative fees paid by CLIENT over the six (6) months preceding the date of the claim.

12.3 This Section shall survive termination of this Agreement.

13. Termination.

13.1 This Agreement may be terminated by CLIENT or by EPLS at any time after the Initial Term, upon sixty (60) days' prior written notice to the other Party.

13.2 This Agreement will terminate automatically and immediately upon the occurrence of any of the following:

a. CLIENT fails to pay any fees within sixty (60) days after charges are due and payable as provided in this Agreement;
b. CLIENT becomes insolvent or bankrupt or subject to liquidation, receivership, or conservatorship; or
c. CLIENT fails to provide the necessary information in a timely fashion or provides materially inaccurate information that would cause EPLS to not be able to perform the Services as contemplated hereunder.

14. Miscellaneous.

14.1 Each Party represents and warrants to the other that it has the full right and power to enter into and perform under this Agreement, without any third-party consents or conflicts with any other agreement.

14.2 Any notice or other communication required by this Agreement shall be in writing and made by personal service, certified mail or overnight delivery service, to the Party to receive such notice at its address set forth in the introductory paragraph of this Agreement, and shall be deemed made when delivered by personal service, three business days after deposit in the US mail or one business day after given to an overnight delivery service.

14.3 If any provision of this Agreement is held invalid by law or by a court of law, the invalidity will not affect any other provision of this Agreement. The provisions of this Agreement are severable. It is provided, however, that the basic purposes of this Agreement must be achieved through the remaining valid provisions.

14.4 The captions and headings throughout this Agreement are for convenience and reference only. The words of the captions and headings will in no way be held or deemed to define, describe, explain, modify or limit the meaning of any provision, or the scope or the intent of this Agreement.

14.5 Failure by CLIENT, EPLS or both to insist upon compliance with any term or provision of this Agreement at any time or under any set of circumstances will not waive or modify that provision or render it unenforceable at any other time whether or not the circumstances are the same. No waiver of any of the terms or provisions of this Agreement will be valid or of any force or effect unless in each instance the waiver or modification is contained in a written memorandum expressing such alteration or modification and executed by the affected Party.

14.6 This Agreement comprises the entire agreement between CLIENT and EPLS 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, CLIENT shall not be subject to any provision included in any terms, conditions, or agreements appearing on EPLS' 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. This Agreement shall be interpreted under 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.

14.7 This Agreement shall inure to the benefit of and be binding on CLIENT and EPLS and their respective successors and assigns. CLIENT may not assign this Agreement without EPLS' prior written consent, except to a third party acquiring all or substantially all of CLIENT's voting securities or assets.

14.8 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.

14.9 This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the Parties, and all of which shall be construed together as but a single instrument and shall be binding on the Parties as 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 CLIENT in the manner specified by the CLIENT. The Parties agree not to deny the legal effect or enforceability of the

Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

14.10 NO WAIVER OF GOVERNMENTAL IMMUNITY. The Parties hereto understand and agree that CLIENT 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 CLIENT of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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

IN WITNESS WHEREOF, the undersigned Parties have entered into this Agreement effective as of the date set forth in Section 1.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

Jonathan Houck, Chairperson

ATTEST:

_____

Deputy Clerk

Name and Email of Designee to Receive PHI: _____

_____

For: EPLS LLC

By:

Date:

Name: William Tell

Title: President and CEO

Appendix A

Schedule of Fees

Program	**Fee**	**Fee Applies To**
Alternate Drug Program	$9.22 Per Member Per Month (PMPM)	All members enrolled at least on day of the billing month
Specialty and Cost Exceeds Exclusions (Brand and Generic)		
Claim Oversight, Specification Management, Clinical Criteria Management		
Copay$aver		
340B; GPO		
Domestic Pharmacy		
International Sourcing		
J-Code Exclusion Program/Site of Care*	50% of first $30,000; 20% of savings thereafter capped at $30,000 over 12 months	All JCode drugs sourced by EPLS or Site of Care changes initiated by EPLS
J-Code Incentive Program/Site of Care*		
Consultant Commission	$0.35 PMPM	All members enrolled at least on day of the billing month

*Fees for successfully sourced drugs are 50% savings up to $15,000; 20% savings thereafter capped at $30,000 per twelve (12) month period. Savings calculated by subtracting the sourced drug cost or new *Site of Care* drug cost from the plan paid amount at the time the medication was reported to EPLS. If the plan paid amount is not available, the sourced drug cost is subtracted from the lesser of AWP – 10% or pharmacy acquisition cost at the time the medication was shipped.

Appendix B

Description of Services

Alternate Drug Program Clinical alternate drug recommendations made to prescribers.
Specialty and Generic Cost Exceeds Exclusion Specialty drugs and drugs with ingredient cost exceeding $1,450 30-day supply and $4,350 90-day supply and generic drugs with ingredient cost exceeding $500 30-day supply and $1000 90-day supply are excluded from the Plan.
Claim Oversight, Specification Management, Clinical Criteria Management Review monthly prescription claims processed by Prescription benefit Manager (PBM) to identify opportunities for improved clinical outcomes and cost savings. This includes but is not limited to formulary changes, recommending plan specification changes, recommended clinical criteria changes, and recommending SPD language.
Copay$aver Utilize manufactured copay cards to reduce member and Plan drug cost. EPLS enrolls members in copay programs, communicates copay card information to pharmacies and adjusts plan copays to benefit the Plan. This is a mandatory program for members supported by Plan language.
340B; GPO 340B is a program that allows certain health care organizations to purchase outpatient drugs at a discount from manufacturers. GPO or Pharmacy Group Purchasing Organization combines purchasing power to negotiate better pricing.
Domestic Pharmacy Overpriced generic and generic/specialty drugs are sourced through EPLS domestic pharmacy partners including but not limited to CostPlus (Mark Cuban Pharmacy)
International Sourcing Used to lower the net cost for brand drugs.
J-Code Exclusion Program/Site of Care EPLS works with the third-party administrator (TPA) to establish J-Code exclusions on the medical plan. EPLS utilizes but is not limited to manufacturer programs, 340B programs, foundations, international and domestic pharmacies to source medications that cannot be self-administered. EPLS may initiate site of care changes for drug administration.
J-Code Incentive Program/Site of Care The EPLS Program offers members a financial incentive to cooperate with EPLS to source drugs and/or change site of care. EPLS utilizes but is not limited to manufacturer programs, 340B programs, foundations, international and domestic pharmacies to source medications that cannot be self-administered.

Exhibit A
HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("**BA Agreement**") is made and entered into as of this First (1) day of January, 2025 ("**Effective Date**"), by and between **Gunnison County,** its subsidiaries and affiliates (hereinafter referred to as "**Covered Entity**") and EPLS LLC, a Pennsylvania limited liability company (hereinafter referred to as "**Business Associate**").

WHEREAS, Covered Entity and Business Associate have entered, or will enter, into certain business arrangement(s) (the "**Agreement**") pursuant to which Business Associate performs or assists in the performance of a function or activity involving the use or disclosure of Protected Health Information ("**PHI**") or provides certain services for Covered Entity where the provision of the service involves the disclosure of PHI from Covered Entity. PHI, as defined below, is information that is subject to protection under the privacy regulations ("**Privacy Regulations**") of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**Original HIPAA**"), as amended by the Health Information Technology for Economic and Clinical Health Act ("**HITECH**", and collectively with Original HIPAA, the "**HIPAA Statute**"), along with regulations promulgated by the Secretary of the Department of Health and Human Services ("**HHS**") under the HIPAA Statute, including the "**Privacy Rule**" (45 CFR Parts 160 and 164, Subparts A and E) and the "**Security Rule**" (45 CFR Part 160 and 164, Subparts A and C), as amended by the "**Omnibus Rule**" (45 CFR Part 160, Subparts A, B, C and D and Part 164, Subparts A and C) (the Privacy Rule, the Security Rule and the Omnibus Rule, collectively the "**HIPAA Rules**"), as well as any other applicable laws concerning the privacy and security of health information. Hereinafter, the HIPAA Rules and the HIPAA Statute may be collectively referred to as "**HIPAA**;"

WHEREAS, Covered Entity requires that Business Associate protect the privacy and provide for the security of PHI in compliance with the Privacy and Security Regulations; and

WHEREAS, the Privacy and Security Regulations require Business Associate to enter into an agreement containing specific requirements for use or disclosure of PHI.

NOW, **THEREFORE**, in consideration of the foregoing and of the covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

Section 1. Definitions. The terms used, but otherwise not defined, in this BA Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

(a) "Individual" shall have the meaning set forth in 45 CFR 160.103, including a person who is the subject of the Protected Health Information, and shall include an individual or entity who qualifies as a personal, legal representative of the person, as the context requires.

(b) "Privacy Regulations" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E, as may be amended, modified or superseded, from time to time.

(c) "Security Regulations" shall mean the Standards for Security of Individually Identifiable Electronic Health Information at 45 CFR Parts 160 and 164, Subparts A, C and E, as may be amended, modified or superseded, from time to time.

(d) "Protected Health Information" or "PHI" shall have the meaning set forth in 45 CFR 160.103, including any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual (including, without limitation, genetic information pertaining to an Individual); or (ii) the provision of health care to an Individual; or (iii) the past, present or future payment for the provision of health care to an Individual;

and (iv) 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.

(e) "Electronic Protected Health Information" or "ePHI" shall mean PHI transmitted or maintained in electronic media.

(f) "Electronic Media" shall mean storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

(g) "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his/her designee.

(h) "Unsecured PHI" shall mean Protected Health Information that is not either encrypted or destroyed in accordance with standards set forth in regulations released by the U.S. Department of Health and Human Services, as the same may be amended from time-to-time.

Section 2. Obligations of Business Associate.

(a) Permitted Uses. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA if done by Covered Entity. Except as otherwise limited in this BA Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Permitted Disclosures. Except as otherwise limited in this BA Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that such disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and that the person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Appropriate Safeguards. Business Associate shall implement appropriate administrative, technical and physical safeguards in compliance with the Privacy Regulations as are necessary to prevent the use or disclosure of PHI, other than as permitted by this BA Agreement. To the extent that Business Associate has been engaged to carry out one or more of Covered Entity's obligation(s) under the Privacy Regulations, Business Associate shall comply with the requirements of the Privacy Regulations that apply to Covered Entity in the performance of such obligation(s). Business Associate shall implement reasonable security methods to safeguard Covered Entity's PHI.

(d) Business Associate's Agents and Subcontractors. To the extent Business Associate uses one or more subcontractors or agents to provide services to Covered Entity pursuant to the Agreement between the parties, and such subcontractors or agents receive or have access to PHI, Business Associate shall require that each subcontractor or agent execute a Subcontractor Agreement as described below; in no event shall any subcontractor of Business Associate be bound to terms less restrictive than this BA Agreement regarding the use, disclosure and protection of PHI and ePHI, and

any such subcontractors shall be bound by portions of this BA Agreement regarding breaches of Unsecured PHI and notifications relating to such breaches.

Business Associate shall not transmit Covered Entity's PHI to any Subcontractor or prospective Subcontractor except as otherwise provided herein. In accordance with the Omnibus Rule, Business Associate shall enter into a written subcontractor agreement (the "**Subcontractor Agreement**") with any Subcontractor that creates, receives, maintains, or transmits Covered Entity's PHI on behalf of Business Associate. In the event that Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under the Subcontractor Agreement or other arrangements, Business Associate shall take reasonable steps to cure such breach or end the violation, as applicable, and, if such steps shall unsuccessful, terminate the Subcontractor Agreement or other arrangements, if feasible.

(e) Access to PHI. Within fifteen (15) days of receipt of a request from Covered Entity, Business Associate shall make PHI available to Covered Entity for inspection and copying to enable Covered Entity to fulfill its obligations under 45 CFR 164.524. Further, Business Associate shall provide access to PHI as directed by Covered Entity, to an Individual in order to satisfy requirements under 45 CFR 164.524.

(f) Amendment of PHI. Within fifteen (15) days of receipt of a request from Covered Entity, Business Associate shall amend PHI as directed by Covered Entity to enable Covered Entity to fulfill its obligations under 45 CFR 164.526. If a request for amendment of PHI is delivered directly to Business Associate, Business Associate shall, as soon as possible, but no later than fifteen (15) days after receipt of the request, forward the request to Covered Entity.

(g) Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Within fifteen (15) days of receipt or a request from Covered Entity, Business Associate shall make available to Covered Entity the information required to provide an accounting of such disclosures. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request (except for disclosures occurring prior to the Effective Date). At a minimum, such accounting information shall include the information described in 45 CFR 164.528(b), including, without limitation: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the written request for disclosure. If a request for an accounting is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than fifteen (15) days after receipt of the request, forward the request to Covered Entity.

(h) Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI, available to the Secretary in a time and manner designated by Covered Entity or the Secretary, for purpose of the Secretary determining Covered Entity's compliance with the Privacy Regulations.

(i) Minimum Necessary Use and Disclosure Requirement. Business Associate shall only request, use and disclose the minimum amount of PHI necessary to reasonably accomplish the purpose of the request, use or disclosure in accordance with 45 CFR 164.502(b). Further, Business Associate will restrict access to PHI to those employees of Business Associate or other workforce members under the control of Business Associate who are actively and directly participating in providing goods and/or services under the Agreement of the parties and who need to know such information in order to fulfill such responsibilities.

(j) Notification of Breach. During the term of this BA Agreement, Business Associate shall notify Covered Entity within five (5) business days of the discovery of any actual use and/or disclosure of PHI in violation of the Privacy Regulations or this BA Agreement. Business Associate shall take corrective action to mitigate, to the extent practical, any harmful effect that is known to Business Associate of an improper use and/or disclosure of PHI. In accordance with 45 C.F.R. §164.402, any acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rule is presumed to be a Breach.

Section 3. Obligations of Covered Entity.

(a) Notice of Privacy Practices. Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such Notice.

(b) Changes or Revocation of Permission. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by a n Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Use and Disclosure Restrictions. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.

(d) Permitted Uses. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity; provided, however, that the Business Associate may use or disclose Protected Health Information for data aggregation or management and administrative activities of Business Associate as set forth in the Agreement, if applicable.

Section 4. Security of Electronic Protected Health Information (ePHI).

(a) Security. Business Associate will develop, implement, maintain and use appropriate administrative, technical and physical safeguards in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 C.F.R. Part 164, Subpart C, 45 C.F.R. § 164.530(c), and any other applicable implementing regulations issued by the U.S. Department of Health and Human Services to preserve the availability, integrity, and confidentiality of and to prevent non-permitted use or disclosure of Electronic Protected Health Information created or received for or from Covered Entity. Business Associate will document and keep these safeguards current.

(b) Agents and Subcontractors. Business Associate will require that any agent, including a subcontractor, to whom it provides ePHI agrees to implement security safeguards described in subsection (a) of this Section 4, and that such subcontractors are bound by the terms and conditions of subsection (d) of this Section 4.

(c) Security Incidents. Business Associate will within five (5) business days report any "security incident" of which it becomes aware to Covered Entity. The parties acknowledge and agree that this subsection constitutes notice by Business Associate to Covered Entity of the ongoing occurrence of events that may constitute security incidents but that are trivial, routine, do not constitute a material threat to the security of PHI, and do not result in unauthorized access to or use or disclosure of PHI (such as typical pings and port scans), for which no additional notice to Covered Entity shall be required.

(d) Breaches of Unsecured PHI. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, uses or discloses Unsecured PHI, Business Associate shall, within five (5) business days following the discovery of a breach of such information, notify Covered Entity of such breach. Such notice shall include, to the extent known: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such breach; (ii) a brief description of the event (including the date of the breach and the date of the discovery of the breach, if known); (iii) a description of the types of information involved in the breach; (iv) a brief description of the steps that Business Associate is taking to investigate the breach, to mitigate losses, and to protect against further breaches; and (v) the steps Business Associate thinks individuals should take to protect themselves from potential harm resulting from the breach.

Section 5. Term and Termination.

(a) Term. This BA Agreement shall commence on the Effective Date and will remain effective for the entire term of the Agreement between the parties, unless earlier terminated in accordance with the terms hereof.

(b) Termination of Agreement. This BA Agreement will immediately terminate without notice upon termination of the Agreement for any reason.

(c) For Cause Termination Due to Material Breach. In the event of a material breach by either Party of any of its obligations hereunder, the non-breaching Party shall have the right to terminate this BA Agreement, at any time by providing the non-breaching Party written notice of termination setting forth a description of the breach and the effective date of termination.

(d) Effect of Termination. As of the effective date of termination of this BA Agreement, neither Party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein or in the Agreement between the parties; (b) for continuing rights and obligations accruing under the Privacy Regulations; or (c) arising as a result of any breach of this BA Agreement, including, but not limited to, any rights and remedies available at law or equity. Upon termination of this BA Agreement for any reason, Business Associate shall return or destroy all PHI (regardless of form or medium), including all copies thereof and any data compilations derived from PHI and allowing identification of any Individual who is the subject of PHI. If the return or destruction of PHI is not feasible, Business Associate shall notify Covered Entity in writing. Thereafter, Business Associate shall continue to extend the protections of this BA Agreement to such information, and limit further uses or disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible, for as long as Business Associate maintains such PHI. If Business Associate elects to destroy the PHI, Business Associate shall notify Covered Entity in writing that such PHI has been destroyed. This subsection shall survive termination of this BA Agreement.

Section 6. Assignment. This BA Agreement and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred by Business Associate without the prior written consent of Covered Entity and any assignment or transfer without proper consent shall be null and void.

Section 7. Governing Law and Venue. This BA Agreement shall be governed by, and interpreted in accordance with, the Privacy Regulations and the laws of the State of Colorado.

Section 8. Amendment or Modification. This BA Agreement may only be amended or modified by mutual written agreement of the parties; provided, however, that in the event provisions

of this BA Agreement shall conflict with the requirements of the Privacy Regulations, this BA Agreement shall automatically be deemed amended as necessary to comply with such legal requirements.

Section 9. **Waiver**. The failure of either Party at any time to enforce any right or remedy available hereunder with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other Party.

Section 10. **Severability**. In the event that any provision or part of this BA Agreement is found to be totally or partially invalid, illegal, or unenforceable, then the provision will be deemed to be modified or restricted to the extent and in the manner necessary to make it valid, legal, or enforceable, or it will be excised without affecting any other provision of this BA Agreement, with the parties agreeing that the remaining provisions are to be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 11. **Entire Agreement**. This BA Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all previous and contemporaneous oral and written negotiations, commitments, and understandings relating thereto.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Colorado Department of Higher E

Action Requested:

Parties to the Agreement:

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

Summary:

Letter of Support; COSI; WCU

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

This template is provided as a starting point for letters of support. The letter is not required to be in this format, and may be modified and tailored as necessary to meet the specific needs of each applicant.

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

Re: COSI County Allocation - Letter of Support

Dear Dr. Armendariz,

Please accept this letter of support on behalf of [county name] County for the application being submitted by the [nonprofit organization/fiscal agent] to the Colorado Opportunity Scholarship Initiative - County Matching Scholarships. We have again partnered with [specify nonprofit organization/fiscal agent] to raise matching dollars and serve as the fiscal agent for the distribution of funding available ($amount) through the Matching Student Scholarships grant for [county name] County. This is the only application that will be made for this funding on our behalf. We look forward to working with [nonprofit organization/fiscal agent] to increase access and affordability to higher education for the residents of [county name] County.

Sincerely,

OR

Dear Dr. Armendariz,

On behalf of the [county name] County Board of Commissioners, we hereby formally notify you of our intent to again request funding through the Colorado Opportunity Scholarship Initiative (COSI). Having built a successful partnership with [specify nonprofit organization/fiscal agent], we would like to request this year's allocation for [county name] County in the amount of ($amount) for the [application year] allocation.

Sincerely,

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Law Enforcement Agreement; Town of Mt. Crested But

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Mt CB and GCSO Law enforcement contract

Term Begins: January 2025 **Term Ends:** **Grant Contract #:**

Summary:

5 yr. agreement for law enforcement services in the north end of the Gunnison Valley.

Fiscal Impact: 188,000

Submitted by: adam murdie **Submitter's Email Address:** amurdie@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
We recommend that the Sheriff makes sure that the deputized Mt. CB officers are trained in and follow Sheriff policies. Otherwise, legally sufficient. SO 12/5/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/5/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

LAW ENFORCEMENT AGREEMENT

THIS LAW ENFORCEMENT AGREEMENT ("Agreement"), effective this __ day of_____, 2024, by and among the Board of County Commissioners of Gunnison County, Colorado ("County"), the Gunnison County Sheriff, ("Sheriff'), and the Town of Mt. Crested Butte, a Colorado home rule municipal corporation, ("Town") (collectively, "the Parties"), is upon the following terms and conditions:

WHEREAS, the Sheriff is the chief law enforcement officer responsible for providing law enforcement services in the unincorporated areas of Gunnison County;

WHEREAS, the County approves the budget and expenses of the Sheriff;

WHEREAS, the Sheriff, the County, and the Town entered into law enforcement agreements by which the Town provided law enforcement services within certain unincorporated portions of Gunnison County as described in those agreements;

WHEREAS, the Parties desire to enter a new agreement for the Town to provide law enforcement services within certain unincorporated portions of Gunnison County at a level of service which approximates the basic level currently provided County-wide through the Gunnison County Sheriff;

WHEREAS, the prior version of this Agreement is set to expire at the end of 2024;

WHEREAS, pursuant to Colo. Rev. Stat. § 30-10-506 the Sheriff may appoint as many deputies as he or she may think proper and may revoke such appointments at will; and

WHEREAS, such contracts are authorized and provided for by the provisions of Colo. Rev.
Stat. § 29-1-203 as amended.

NOW, THEREFORE, pursuant to the terms of the aforesaid statute, the parties agree as follows:

1. **Definitions.**

   a. "Chief" means the Chief of Police of the Town, or his or her designee.

   b. "County" shall include all elected officials, officers, agents, attorneys and employees of Gunnison County, Colorado.

   c. "Law Enforcement Services" shall mean the level of law enforcement services provided by the Sheriff for the incorporated areas within Gunnison County, or its substantial equivalent. Such services shall include but are not limited to:

      i. General traffic violation enforcement;
      ii. Incident response;

iii. Routine patrol in the entire Service Area;

iv. Investigation of traffic accidents;

v. Business checks after hours;

vi. Investigation of criminal offenses;

vii. Creation and maintenance of police records including crime reports and arrest warrants;

vn1. Use of the Colorado Bureau of investigation Lab when necessary;

ix. Handling of evidence related to criminal activity;

x. Coordination with the County in the development and maintenance of contingency emergency plans upon approval of the County;

xi. Crime prevention materials and programs for residential and business applications upon request and within current capability;

xii. Vacation checks of private residences upon request within current capabilities and cost limitations;

xiii. Service of civil papers; and

xiv. Enforcement of County ordinances.

d. "Service Area" shall mean that area within the boundaries of the Crested Butte Fire Protection District, except those areas that fall within the boundary of any incorporated municipality, such as Crested Butte or Mt. Crested Butte. The Service Area shall include those areas north of the Crested Butte Fire Protection District boundary extended to the Gunnison County line and west along GCR #12 to mm 16 which encompasses the Lake Irwin Townsite and recreational area, Floresta Townsite, Horse Ranch Park recreational area, and the Lost Lake recreational campground. For the avoidance of doubt, all areas within the boundaries of the Town shall remain under the law enforcement authority of the Town and not the Sheriff.

e. "Sheriff" shall mean the elected Sheriff of Gunnison County.

f. "Sheriff's Office" shall mean all officials, officers, agents and employees of the Office of the Gunnison County Sheriff.

g. "Town" shall include the Mt. Crested Butte Police Department and its officers and staff, as well as the Town's elected officials, officers, agents, attorneys, and employees, including the Chief.

h. "Town Officer" means a certified law enforcement or police officer employed by the Town.

i. "Undersheriff' shall mean the Undersheriff of Gunnison County appointed by the Sheriff pursuant to law.

2. Provision of Service by Town to County.

The Town shall provide Law Enforcement Services within the Service Area.

3. Patrol.

Specific patrol routines, times, routes and geographic coverage within the Service Area shall be established by the Town after consultation with the Sheriff.

4. Limitations on Law Enforcement Services.

a. Emergencies. Should an emergency or other exigent circumstances arise that prevents the Town from providing Law Enforcement Services, the Chief, may, after consultation with the Sheriff or his designee, temporarily reduce the level of service, but such reduction shall last no more than a single patrol officer shift, or ten (10) hours, whichever is shorter, without the express permission of the Sheriff.

b. Simultaneous Calls. In the event that simultaneous calls for service occur for locations both within the Town and within the Service Area, the Town shall endeavor to cover both calls for service, unless personnel limitations, officer safety concerns, or other good faith reasons prevent such simultaneous coverage. If reasons exist preventing simultaneous coverage, the Town may cover the Town first and call for assistance from the Sheriff's Office or other law enforcement agencies, unless the failure to respond to call for the location(s) within the Service Area endangers human life or creates a substantial risk of serious bodily injury, in which case the Town must first respond to the call within the Service Area. The Sheriff may waive this requirement on a case-by-case basis in his sole discretion after consultation with the Chief.

c. Officer in Charge. When a Town Officer is dispatched to a call located in the Service Area, and that officer is the first on the scene, the Town Officer shall be the officer in charge until relieved by either the Sheriff or the Undersheriff in his or her discretion.

d. Dispatch. During the term of this Agreement, the Town shall continue to employ the Gunnison Regional Communications Center and the Gunnison/Hinsdale

Combined Emergency Telephone Service Authority pursuant to and consistent with the January 1, 1998 Revised Intergovernmental Agreement Concerning the Implementation of 911 Emergency Telephone Service ("JGA"), unless otherwise expressly authorized in writing by the Sheriff after consultation with the County and unless the Town fully complies with the termination provisions of the IGA.

5. Appointment of Town Police Officers as Sheriff's Deputies.

a. List and Information. Within three (3) business days after the execution of this Agreement, the Chief shall provide a list of all Town Officers that the Town recommends that the Sheriff deputize in order to perform the terms of this Agreement. The Town shall also provide any other information requested by the Sheriff that the Sheriff, in his sole discretion, deems necessary in order to determine whether such Officers should be deputized. After receiving the list and any information requested by the Sheriff, the Sheriff, in his sole discretion, shall deputize those Officers he or she deems necessary to accomplish the purposes of this Agreement, except that if the Town determines, in good faith, that it cannot fulfill such purposes because the Sheriff has deputized only some, or none, of the Officers on the list, the Town may terminate this Agreement pursuant to the provisions contained herein.

The Town shall update the aforementioned list when any Town Officer whose name appears on the list separates from employment with the Town within three (3) business days of such separation.

b. Town Officers Not County Employees. All Town Officers deputized by the Sheriff shall, to the fullest extent practicable, familiarize themselves with and follow the policies and procedures of the Sheriff and the Sheriffs Office, except that such Officers are **not** employees of the County, and the County shall have no responsibility for such Officers, including but not limited to any costs or obligations associated with such Officers' employment with the Town, such as salaries, wages, benefits, insurance, worker's compensation coverage or the like. For the avoidance of doubt, no Town employee is entitled to any benefit or compensation from the County pursuant to this Agreement, including but not limited to unemployment insurance benefits or worker's compensation coverage from the County.

c. Revocation of Appointment. The Sheriff retains the sole discretion and authority to revoke the appointment of any Town Officer deputized pursuant to this agreement, except any Town Officer whose appointment is revoked is afforded the rights of notice and an opportunity to be heard regarding such revocation pursuant to Colo. Rev. Stat. § 30-10-506. Should the Town determine, in its good faith discretion, that the Sheriffs decision to revoke an appointment frustrates the Town's ability to perform its obligations under this agreement, the Town may terminate this Agreement pursuant to the provisions contained herein.

d. Employment S eparation of Deputized Officer. The Town shall immediately notify the Sheriff when any deputized Town Officer has separated from employment with

the Town. Upon such separation, the Sheriff may revoke the appointment of such Town Officer pursuant to law.

6. Expenses.

a. The Town shall furnish and be solely responsible for any expenses, except for those expenses identified in Section 6(b) herein, associated with all labor, supervision, supplies and equipment to perform its obligations under this Agreement, including but not limited to all costs and expenses associated with or related to vehicles, radios, body armor, weapons, restraint devices, uniforms and all other police equipment associated with or related to the Town's fulfillment of its obligations under this agreement.

b. The County shall pay to the Town an amount equal to twenty (20%) percent of the Town's patrol vehicle fuel costs to be paid on an annual basis. On or before the 1st day of February, the Town shall provide the County with an end of year invoice detailing: (1) the total fuel consumed by the Town's patrol vehicles in the preceding calendar year; and (2) the sum due to the Town by the County pursuant to this Section 6(b). The County shall have fourteen (14) days from receipt of the fuel invoice to tender payment to the Town.

c. The Town shall be solely responsible for wages, compensation, fringe benefits of Town Officers, including but not limited to all applicable insurance, taxes and tax withholding.

7. Indemnification and Immunity.

a. To the extent authorized by law, if at all, and without waiving the provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S. ("CGIA"), the Town shall defend, indemnify and save harmless the County, the Sheriff's Office and the Sheriff from any and all costs, including, but not limited to, attorneys' fees, investigation fees or other costs of defense, claims, judgments, or awards of damages, whether in settlement of any claim or by order of any court, alleged to be and resulting from the acts or omissions of the Town, its officers, employees, or agents associated with this Agreement. The Town shall promptly forward all such claims they may receive to the County Attorney.

b. To the extent authorized by law, if at all, and without waiving the provisions of the CGIA, the Town agrees to indemnify, defend and hold harmless the County, the Sheriff's Office and the Sheriff harmless 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 claims by any Town employee for compensation, fringe benefits of any kind whatever (including, without limitation, pension rights of payments, insurance of any kind, reimbursement of medical expenses, vacation pay, sick leave, or sick pay).

c. To the extent authorized by law, if at all, and without waiving the provisions of the CGIA, the County, the Sheriff and the Sheriff's Office shall defend, indemnify and save harmless the Town, its officers, employees and agents from any and all costs, including, but not limited to, attorneys' fees, investigation fees or other costs of defense, claims, judgments or awards of damages, whether in settlement of any claim or by order of any court, alleged to be and resulting from the acts or omissions of either the County, the Sheriff, the Sheriffs Office,

or their respective officers, employees or agents associated with this Agreement. For the purposes of this Paragraph 7(c), the terms "agents" and "officers" shall not include Town Officers deputized by the Sheriff. The County and the Sheriff shall promptly forward all such claims they may receive to the Town attorney.

d. For the avoidance of doubt, neither the Town nor County hereby waives any right, privilege or immunity it may enjoy pursuant to the COIA or otherwise. In addition, nothing in this Agreement is intended to limit any defense of either the Town or the County with regard to any claim or cause of action.

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

8. Term; Termination.

a. The term of this Agreement shall commence on _____January 1, 2025_ and terminate no sooner that five (5) years after the date this Agreement commences, unless sooner terminated as provided herein, and shall supersede and replace any prior agreements between the parties regarding the subject matter of this agreement.

b. 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, the Town shall be entitled to compensation for services performed prior to the date of termination.

c. The County and Town hereby agree that this Agreement will terminate if either party does not make annual appropriations required to effectuate the Agreement. If sufficient annual appropriations are made by the Parties, the Agreement will remain in force until the end of the term. Nothing in this Agreement is intended to create a multiple- fiscal year financial obligation contrary to the requirements of Article X, Section 20 of the Colorado Constitution, the Taxpayer's Bill of Rights.

9. Payment for Services.

a. The County hereby agrees to pay to the Town , the sum of one-hundred sixty-eight thousand four-hundred and five dollars and zero cents ($168,405.00) for the first year of this Agreement, payable in one lump sum due on or before March 31st of each calendar year, and shall increase pursuant to the Consumer Price Index (CPI-U), West Region, Mountain Reporting Group from the Bureau of Labor Statistics, standard reference base (1982- 84=100) but in no case by no more than four percent (4%) for each year thereafter until this Agreement expires or is terminated pursuant to Paragraph 8 of this Agreement.

b. The County hereby agrees to pay the Town four installment payments of twenty thousand dollars and zero cents ($20,000) annually over the first four (4) years of the term of this agreement as consideration for the Town's purchase of a new fully equipped patrol vehicle for use by the Mt. Crested Butte Police Department.

10. Monthly Report.

The Town shall provide a monthly written report to the Sheriff and to the County detailing law enforcement and public service activities provided under the Agreement. This report should, at a minimum, detail number and type of criminal complaints, property loss, hours of patrol service, response time, hours of investigative service, number and type of traffic accidents, crime analysis data, and recommendations as to beneficial alteration of services. To the extent that such report contains information that could harm an ongoing criminal investigation if disclosed to the public, the Town may redact such information in the version of the report provided to the County, so long as such redactions are consistent with applicable law, including Colo. Rev. Stat. § 24-72-204(2)(a)(I). If the Sheriff indicates in writing within fifteen (15) days of the issuance of such reports that he or she disagrees with such redactions, the Town shall provide the full, un-redacted report to the County. The parties to this agreement shall meet and confer in good faith regarding the remaining contents of such reports. For the avoidance of doubt, such reports are public records under the Colorado Open Records Act, Colo. Rev. Stat. § 24-72-200.1 *et seq.*, and shall be made available to the public for inspection except to the extent the Colorado Open Records Act provides otherwise.

11. Governing Law.

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

12. 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.

13. 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.

14. Entire Agreement.

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Commissioner

_____
Laura Puckett Daniels, Commissioner

ATTEST:

_____
Deputy Clerk and Recorder

Date Executed by BOCC: _____

GUNNISON COUNTY SHERIFF

_____
Adam Murdie

Date: Signed: _____

TOWN OF MT. CRESTED BUTTE

_____
Nicholas Kempin, Mayor

Date Signed: _____

ATTEST:

_____
Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck, Chairperson

Elizabeth Smith, Commissioner

Laura Puckett Daniels, Commissioner

ATTEST:

Deputy Clerk and Recorder

Date Executed by BOCC: _____

GUNNISON COUNTY SHERIFF

Adam Murdie

Date: Signed: 11-26-24

TOWN OF MT. CRESTED BUTTE

Nicholas Kempin, Mayor

Date Signed: _____

ATTEST:

Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck, Chairperson

Elizabeth Smith, Commissioner

Laura Puckett Daniels, Commissioner

ATTEST:

Deputy Clerk and Recorder

Date Executed by BOCC: _____

GUNNISON COUNTY SHERIFF

Adam Murdie

Date: Signed: _____

TOWN OF MT. CRESTED BUTTE

Nicholas Kempin, Mayor

Date Signed: 12/3/24

ATTEST:

Town Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution Amending Certain Charges and Fees for I

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Resolution amending certain charges and fees for Integrated Solid Waste with effective date 1/1/2025

Fiscal Impact:

Submitted by: Ana Canada **Submitter's Email Address:** acanada@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/10/2024

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

Comments:
Legally sufficient. SO 12/10/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/10/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

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

A RESOLUTION AMENDING CERTAIN CHARGES AND FEES FOR INTEGRATED SOLID WASTE SERVICES EFFECTIVE JANUARY 1, 2025

THIS RESOLUTION SUPERSEDES RESOLUTION 23-29

WHEREAS, the Gunnison County Landfill, also known as the Six Mile Lane Landfill ("Landfill") was established pursuant to Resolution No. 18, Series 1985; and

WHEREAS, the Solid Waste Fund is operated and funded through charges and fees for services at the Landfill site and sales of materials at the Gunnison County Recycling Center located at 195 Basin Park Drive; and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado, wants to adjust the charges and fees for the Landfill to better fund that operation and make it self-supporting; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting any and all costs of a County administered recycling program; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting any and all costs of future closure and post-closure of the Landfill site; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting any and all costs of future Landfill expansion construction costs of the Landfill site; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting costs associated with sage grouse mitigation; and

WHEREAS, a solid waste user fee shall be imposed in addition to all charges and fees specified herewith pursuant to Colorado Revised Statutes 25-16-104.5;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following charges and fees are hereby established, to be effective January l, 2025:

				Fee Distribution Per Unit					
Code	**Charge**	**Rate**		State Fees	Recycling	Closure	Construction	Sage Grouse	Operations
52501	Compacted	62.00	ton	1.30	17.60	3.04	11.53	4.86	23.67
52502	Clean Wood	62.00	ton		17.98	3.10	11.78	4.96	24.18
52503	Concrete<12" Diameter	62.00	ton		17.98	3.10	11.78	4.96	24.80
52504	Ground Construction Debris	62.00	ton	1.30	17.60	3.04	11.53	4.86	23.67
52505	Loose	85.00	ton	1.30	17.58	3.35	11.72	5.02	46.04
52510	Discount Carcass Disposal	38.50	ton	1.30	7.81	1.49	4.84	-	23.06
52511	Biosolids	87.00	ton	1.30	18.00	2.57	11.14	4.29	49.71
52512	Appliance	16.00	ea		2.88	-	-	-	13.12
52513	Refrigerator/Freezer	32.00	ea		5.76	-	-	-	26.24
52514	Concrete>12" Diameter	87.00	ton		17.40	2.61	11.31	4.35	51.33
52515	Special Waste	39.00	ton	1.30	-	3.02	11.31	4.90	18.47
52516	Beneficial Use	31.00	ton		-	-	-	-	31.00
52517	Asbestos	318.00	ton	1.30	19.00	3.17	12.67	6.33	275.53
52518	Administration Fee	231.00	ea		-	-	-	-	231.00
52519	Minimum Charge	16.00	ea		-	-	-	-	16.00
52520	Untarped Load Penalty	155.00	ton		-	-	-	-	155.00
52521	Weight Slip	13.00	ea		-	-	-	-	13.00
52522	Failed Inspection	77.00	ea		-	-	-	-	77.00
52523	Ticket Copies	8.00	ea		-	-	-	-	8.00
52525	Mattress or Box Spring	32.00	ea		-	-	-	-	32.00
52540	Carcass Disposal	85.00	ton	1.30	17.58	3.35	10.88	-	51.89
52551	Special Waste - PCS	37.00	ton	1.30	-	2.86	10.71	4.64	17.49
52560	Tires-Passenger	13.00	ea		2.47	0.39	1.56	0.52	8.06
52561	Tires-Passenger w/Rim	20.00	ea		3.60	-	-	-	16.40
52570	Tires-Truck	20.00	ea		3.80	0.60	2.40	1.20	12.00
52571	Tires-Truck w/Rim	39.00	ea		7.02	-	-	-	31.98
52580	Tires-Loader	39.00	ea		7.41	1.17	4.68	1.95	23.79
52581	Tires-Loader w/Rim	77.00	ea		13.86	-	-	-	63.14
52590	Tire Rim	0.00	ea		-	-	-	-	-
52999	Assistance Fee	70.00	1/2 hr		-	-	-	-	70.00

BE IT FURTHER RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that, in the event of impairment of the scale, the following charges and fees are hereby established:

				Fee Distribution Per Unit					
Code	**Charge**	**Rate**		State Fees	Recycling	Closure	Construction	Sage Grouse	Operations
52601	**Compacted**	**23.00**	**yd**	0.39	6.56	1.13	4.30	1.81	8.82
52602	Clean Wood	19.00	yd		5.51	0.95	3.61	1.52	7.41
52603	Concrete<12" Diameter	39.00	yd		11.31	1.95	7.41	3.12	15.60
52604	Ground Construction Debris	114.00	yd	0.39	32.95	5.68	21.59	9.09	44.31
52605	**Loose**	**23.00**	**yd**	0.39	4.75	0.90	3.17	1.36	12.44
52610	Discount Carcass Disposal	23.00	yd	0.39	4.75	0.90	2.94	-	14.02
52611	Biosolids	23.00	yd	0.39	4.75	0.68	2.94	1.13	13.11
52614	Concrete>12" Diameter	45.00	yd		11.70	1.80	7.20	3.15	21.15
52615	Special Waste	23.00	yd	0.39	-	1.81	6.78	2.94	11.08
52616	Beneficial Use	23.00	yd		-	-	-	-	23.00
52617	Asbestos	76.00	yd	0.39	4.54	0.76	3.02	1.51	65.78

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

1. Local Tires and Asbestos. Tires and Asbestos will not be accepted from sources outside Gunnison or Hinsdale County.

2. Administration Fee. The Administration Fee shall be collected once per year per type of single source waste that requires a special waste characterization.

BE IT FURTHER RESOLVED that the above fees amend and supersede any previous conflicting fees and shall remain in full force and effect until changed by resolution of the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ____ day of December, 2024.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett Daniels, Commissioner

Attest:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: National Association of County and City Health Off

Action Requested: Other Approval of Grant Application

Parties to the Agreement: National Association of County and City Health Officials

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

Summary:

HHS would like to apply for the NACCHO grant RFP - Reimagining Health and Public Safety Overdose Initiatives (RHAPSODI) for $50,000 to complete a needs assessment.

Fiscal Impact:

Submitted by: Kyle Tibbett **Submitter's Email Address:** ktibbett@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 11/26/2024

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

Comments:
Legally sufficient. SO 11/26/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 11/26/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/27/2024

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

Agenda Date: 12/17/2024

Revised April 2015

Reimagining Health and Public Safety Overdose Initiatives (RHAPSODI)
Project Work Plan

OVERVIEW

A work plan is a program management tool that provides direction and guidance for the overall program. It is designed for use in program planning, implementation and monitoring progress towards reaching program goals. As a part of the application process for the ***Reimagining Health and Public Safety Overdose Initiatives (RHAPSODI)*** funding opportunity, applicants must propose a detailed 8-month work plan for the entire project period.

As outlined in the RFA, applicants will be scored on their preparation of a detailed work plan. After reading the work plan, reviewers should be able to understand how the applicant plans to carry out achieving the period of performance objectives and activities using the funding opportunity.

NACCHO, and CDC, reserves the right to review and suggest modifications to the proposed work plans, target dates, and results related to this work plan. NACCHO and CDC may request to review and approve specific deliverables or activities in the work plans.

DEFINITIONS

The following definitions will assist you in understanding how to complete the work plan template and submit an appropriate plan for project activities.

Term	Definition
Objective	Objectives describe what you want to achieve in specific terms. Consider writing objectives that are Specific, Measurable, Attainable, Relevant, Time-Based, Inclusive, and Equitable (SMARTIE). Write objectives that are helpful to ***your organization*** to track how your project is progressing. Payment for your work is based on completion of the grant deliverables laid out in the RFP, not on completing or meeting the objectives in your work plan.

Activity	Key events which are specific, measurable, and sufficient in quantity such that their completion should lead to the accomplishment of the stated objective.
Timeline	The timeframe for which the activity will be initiated and completed.
Lead Person/ Organization	Program staff member or organizational partner with responsibility for ensuring the completion of the stated activity.
Anticipated Product or Proof of Completion	Description of anticipated outcomes or results of achieving project activities. These are used for ongoing monitoring and reporting of program accomplishments or progress toward reaching program objectives or activities.

BLANK WORK PLAN TEMPLATE

Reimagining Health and Public Safety Overdose Initiatives (RHAPSODI)

Organization Name: **Gunnison County**

Objective 1. By May 31 2025, assess protocols, policies, and procedures of local public safety agencies (i.e. EMS, Law Enforcement, Jail, etc.) when responding to drug and alcohol related overdoses.				
Activities	**Lead Person/ Organization**	**Timeline**	**Anticipated Product or Proof of Completion**	**Notes**
1a. Convene established committee (Grasp Consortium)	Kyle Tibbett	January, 2025	Meeting notes, project scope, and timeline	
1b. Identify stakeholders within the public safety setting (i.e. individuals with lived experience, first responders, county jail, health system employees)	Kyle Tibbett, Melissa Oliver	January, 2025	List of contacts	
1c. Develop methodology for quantitative and qualitative data collection in regards to overdose response and aftercare in Gunnison County.	Kyle Tibbett, Melissa Oliver	February, 2025	Methodology plan and timeline confirmed	

1d. Conduct quantitative data collection (Do we need to lay out what this will look like in this workplan)?	Kyle Tibbett, John Powell	February – March, 2025	1) Relevant and available data collection completed and analyzed.	Emphasis on local data from first responders, Gunnison Valley Health, and the jail.
1e. Conduct qualitative data collection (Do we need to lay out what this will look like in this workplan?)	Kyle Tibbett, Melissa Oliver	February – March, 2025	1) Completed Interviews with identified stakeholders, including individuals with lived experience, first responder agencies, local health system, and employees in jail-based settings. 2) Completed site visit to another community that demonstrates compassionate overdose care in public safety settings.	Site visit to another community will allow us to gain information from first responder agencies who already participate in compassionate overdose care. This will ultimately give us some ideas when it comes to putting together an implementation plan.
1f. Host a community feedback session on findings.	Kyle Tibbett, Melissa Oliver, John Powell	April, 2025	Feedback session completed with input from community stakeholders.	Opportunity for community stakeholders to review the quantitative/qualitative data that was collected.
1g. Finalize comprehensive needs assessment that highlights findings.	Kyle Tibbett, Melissa Oliver, John Powell	April – May 2025	Completed needs assessment	

Objective 2. By August 31 2025, design a targeted plan to address gaps in SUD services and improve outcomes in public safety settings through public health and harm reduction strategies.				
Activities	**Lead Person/ Organization**	**Timeline**	**Anticipated Product or Proof of Completion**	**Notes**
2a. Review needs assessment findings	Kyle Tibbett, Melissa Oliver, John Powell	June, 2025	Internal review findings with stakeholders and GRASP Consortium	
2b. Identify evidenced-based practices	Kyle Tibbett, Melissa Oliver, John Powell	June, 2025	Library of best practices created for public safety settings	
2c. Develop/strengthen partnerships	Kyle Tibbett, Melissa Oliver	June – July 2025	Partnership agreements with stakeholders	
2d. Develop implementation plan	Kyle Tibbett	July, 2025	Written implementation plan	
2e. Conduct stakeholder workshop	Kyle Tibbett, Melissa Oliver, John Powell	July – August 2025	Workshop to finalize the plan with feedback	
2f. Finalize implementation plan	Kyle Tibbett, Melissa Oliver, John Powell	August, 2025	Comprehensive implementation plan document	
2g. Disseminate plan	Kyle Tibbett, Melissa Oliver, John Powell	August, 2025	Distribute to stakeholders	

Copy and paste as many objectives as needed.

NACCHO Grant Narrative

Link to the RFP: https://www.naccho.org/uploads/downloadable-resources/Programs/Community-Health/2024-RHAPSODI-RFP.pdf

Application Instructions:

1) **Prework:**
    a) Ensure Gunnison County has an active SAM.gov registration for the duration of the contracting period.
    b) Request letters of support from partners, if needed.
    c) Create an account to access the application online submission portal.
2) **Gather Contract Documents:**
    a) Vendor Information Form
    b) Certification of Non-Debarment
    c) W-9
    d) FFATA form (if you are not able to complete this by the application deadline, you may submit it one week after you have been selected).
    e) Proof of active registration with SAM.gov.
    f) Budget, budget narrative, and supporting documentation – see Step Four (pg. 16 in the RFP)
    g) If applicable, documentation of fringe and indirect costs (if higher than 15%) – see Step Four (pg. 16 in the RFP)
3) **Application Narrative:**
    a) Review RFP for in-depth instructions on narrative sections, which include:
        i) Background (0% of score)

Gunnison County, Colorado, is a rural community known for its stunning landscapes and close-knit population of approximately 17,000 residents. However, the county faces significant challenges related to substance use disorder (SUD), including a growing need for harm reduction strategies to combat issues like opioid misuse, alcohol dependency, and mental health struggles. These issues are compounded by limited healthcare resources and geographic isolation.

Currently, Gunnison County offers basic health services, community-based mental health support, and prevention programs. However, there is a critical need to expand these efforts by incorporating harm reduction principles to better serve individuals impacted by SUD. These principles emphasize respect, dignity, and practical strategies to reduce the adverse effects of substance use without requiring cessation.

Our program focuses on implementing harm reduction strategies to address SUD in the community. Key objectives include:

1. Conducting a needs assessment that highlights current areas of improvement in care for Gunnison county residents who overdose or who are admitted to the ED for a substance related issue. We are hoping to explore the entire spectrum of services one might encounter, from immediate response from LE/EMS to emergency department support to jail based services, if necessary.
2. Creating an implementation plan that utilizes information gathered in aforementioned needs assessment.

By focusing on harm reduction, we aim to create a supportive environment that prioritizes health, safety, and well-being, aligning with the Principles of Harm Reduction established by the National Harm Reduction Coalition. These include respecting the autonomy of individuals, addressing structural inequalities, and involving those directly affected in decision-making processes.

ii) Program Proposal (30% of score)

Describe how the project proposal aligns with Harm Reduction principles and/or existing harm reduction efforts in the community.

Points are awarded for centering the Harm Reduction Principles.

Character count: 0 / 2000

This project aligns strongly with harm reduction principles, which aim to reduce the negative health, social, and legal impacts of substance use without requiring abstinence. Here's how:

1. Prioritizing Safety and Well-being: Assessing overdose response protocols prioritizes the immediate safety and health of individuals who use substances. Improving emergency and aftercare systems reduces harm and stigma, fostering overall community well-being.

2. Engaging Stakeholders with Lived Experience: (Activity **1b)** ensures that individuals with lived experience are included, acknowledging their unique perspectives. This inclusivity aligns with harm reduction by emphasizing the dignity and autonomy of affected populations, and compensating shows that we value their time and input.

3. Data-Driven Approach: Using quantitative and qualitative methods (**1c–1e**) ensures evidence-based improvements in overdose responses, a fundamental harm reduction strategy.

4. Cross-Sector Collaboration: The involvement of diverse stakeholders (e.g., first responders, jail staff, health system employees, etc.) encourages a holistic response to overdose incidents. Harm reduction often requires interdisciplinary collaboration to address complex social and systemic factors.

5. Community-Centered Feedback: A planned feedback session (**1f**) ensures transparency and community involvement, empowering local voices to shape responsive solutions.

6. Focus on Compassionate Care: A site visit to a community excelling in compassionate overdose care (**1e**) highlights our dedication to respectful and empathetic treatment, which reduces stigma and fosters trust in public safety settings.

7. Systemic and Practical Change: By identifying gaps in current practices and compiling findings into a comprehensive needs assessment (**1g**), the project aims to create actionable improvements. This reflects harm reduction's pragmatic approach to minimizing harm while working within existing systems.

Describe how the proposed idea or intervention will work to achieve equitable health outcomes and consider relevant social determinants of health.

Points are awarded for alignment between the program proposal and strategies that have the potential to promote equitable health outcomes - character count: 2000

This project proposal promotes equitable health outcomes by addressing key social determinants of health (SDOH) such as access to healthcare, systemic disparities in emergency response, and community trust in public safety systems. Here's how the proposed idea aligns with strategies to achieve equity:

1. Reducing Health Disparities: The project focuses on improving overdose response protocols to address inequities in access to timely, compassionate care. Marginalized groups, including low-income families and non-English speakers, benefit from unbiased and improved systems.
2. Engagement with Lived Experience: Including individuals with lived experience (Activity **1b**) ensures policies reflect the needs of those most affected by overdoses. Their input helps identify barriers and develop culturally competent, equitable solutions
3. Focus on Evidence-Based Interventions: Collecting and analyzing diverse data (**1c–1e**) helps identify gaps in overdose response systems that disproportionately affect vulnerable populations, such as racial minorities or low-income residents
4. Strengthening Community Relationships: Hosting a community feedback session (**1f**) fosters trust and transparency, particularly among populations historically underserved by public safety and healthcare systems. This participatory approach aligns with equity-focused strategies that prioritize inclusion and accountability.
5. Addressing Stigma and Discrimination: Visiting communities with compassionate overdose care models (**1e**) promotes a shift toward stigma-free, empathetic responses. This is critical for reducing systemic discrimination in emergency and aftercare settings, which often deters individuals from seeking help.
6. Systemic Change for Equity: The comprehensive needs assessment (**1g**) will highlight disparities in overdose outcomes and guide tailored interventions to address root causes. This systemic approach targets the social determinants of health by improving structural responses to substance use challenges.

iii) Engagement Strategy (20% of score)

The Grasp Consortium has engaged people with lived experience in strategic planning focused on prevention, treatment, recovery, and harm reduction in our community. Additionally, we have hired individuals with lived experience as peer support specialists, creating opportunities for them to provide critical services and build trust with community members.

This project builds on those efforts by targeting individuals who have experienced overdoses to gain deeper insights into their unique perspectives. We will engage people through interviews and focus groups, ensuring their voices are central to the development of effective strategies. A key component will be driven through the Grasp Consortium, facilitating engagement and providing $40 gift cards to individuals participating in interviews and $50 for those involved with the GRASP Consortium. These incentives are reserved for individuals not currently paid through their roles in any organization and who would otherwise be volunteering their time.

The consortium, to the best of its ability, meet people where they are in the community to ensure they do not need to leave or miss work to attend meetings or interviews. We understand that not everyone feels comfortable in certain settings and will create flexible opportunities for participation. By prioritizing the voices of those with lived experience, this project fosters authentic engagement to strengthen our community's response to substance use and overdose prevention.

iv) Organizational and Community Needs (30% of score)

Describe the overdose burden in your jurisdiction, including relevant background and community context. Additionally, describe identified community needs and gaps in current services for overdose prevention and any health equity considerations, which the proposed pilot activities will address.

Overdose Burden

Gunnison County, a rural area with a population of approximately 17,018, is grappling with an overdose burden, with fatal overdose rates on par with state averages, despite a near-zero homeless population—often a key demographic in overdose incidents in other regions. Recent data from the local emergency department show a steady increase in overdose incidents, from 15 in 2021 to 23 in 2023, with 17 cases reported through October, 2024. This rise underscores the escalating impact of substance use within a community that traditionally faces fewer resources for treatment and prevention. The aftercare needs assessment for Gunnison County identified several critical gaps in current services, including a lack of comprehensive overdose prevention strategies, limited access to recovery housing, and insufficient support for individuals post-incarceration. While the county benefits from some resources like jail-based behavioral

health services, which provide treatment during incarceration and up to a year post-release, the absence of long-term, community-based support systems remains a significant barrier to recovery.

Health equity considerations also play a crucial role in this context. The rural setting and economic challenges—particularly in high-risk industries such as construction and service sectors—create a unique vulnerability to substance use, compounded by stigma and limited access to care. These factors contribute to disparities in access to treatment and ongoing support, particularly for marginalized groups. The proposed pilot activities aim to address these issues by providing accessible overdose prevention programs, expanding harm reduction efforts such as naloxone distribution, and enhancing post-overdose follow-up care. By focusing on equitable access to these services, the program will help ensure that individuals in Gunnison County, particularly those in underserved areas or high-risk occupations, are supported.

Population of Focus

The population of focus includes individuals who are incarcerated, those entering the emergency department for behavioral health-related reasons, people who experience overdoses, and individuals who are released back into the community without adequate support.

Describe the population(s) of focus for the proposed project; how these population(s) is/are inequitably impacted and/or historically underserved within your community; the need for additional, modified, or continued services for and with that population; and how the proposed project opportunity can help meet some of these needs.

The proposed project focuses on Gunnison County residents disproportionately impacted by substance use, including those who are incarcerated, experiencing overdoses, entering the emergency department (ED) for behavioral health crises, and re-entering the community without sufficient recovery support. These groups face barriers such as inadequate access to long-term care, culturally relevant services, and follow-up after critical incidents. Additionally, approximately 30% of Gunnison County residents live below the Self-Sufficiency Standard, reflecting significant financial insecurity that exacerbates vulnerabilities to substance use and recovery challenges.

Men are disproportionately represented in the judicial system for possession of controlled substances, highlighting systemic inequities requiring targeted interventions. The Hispanic community also faces unique barriers, including limited translation and interpretation services within healthcare and judicial systems. These gaps often result in misunderstandings, missed court appointments, and repeated legal consequences. Furthermore, mobile crisis and overdose response teams frequently lack language accessibility, leaving Hispanic residents underserved during critical situations.

This initiative aims to address these inequities and economic disparities by better understanding culturally responsive care, language accessibility, and coordination of services for individuals transitioning from incarceration or hospital settings. By engaging with community organizations and individuals with lived experience, this project seeks to create a comprehensive assessment of the needs of underserved populations. Overall, this project seeks to address overdose protocols and proceedures, behavioral health services, and recovery resources, helping to reduce disparities and improve health outcomes for financially insecure and historically underserved residents in Gunnison County.

Describe barriers or challenges the organization/program faces to serving the population(s) of focus and how this funding opportunity could help address some of these challenges.

The Grasp Consortium faces significant barriers to supporting individuals affected by substance use disorders and overdoses. A key challenge is the systemic lack of clarity around protocols and pathways for individuals entering the emergency department (ED) due to an overdose, whether brought in by law enforcement or EMS. This absence of documented procedures limits understanding of how individuals can access further support, leading to missed opportunities for effective intervention. Additionally, gaps exist in understanding the long-term needs of individuals leaving the county jail. While resources like Jail-Based Behavioral Health Services provide in-jail support, post-release remains a vulnerable time, particularly for individuals with a history of substance use. Without stable housing, employment, or consistent access to care, the risk of relapse and recidivism is heightened.

This funding opportunity would enable the Consortium to address these barriers by assessing and documenting the experiences of individuals who overdose, creating clear pathways for follow-up care, and evaluating long-term needs for those leaving incarceration. By improving system coordination and enhancing support during critical transitions, the Consortium can ensure more equitable and effective services for vulnerable populations, fostering recovery and reducing health disparities.

v) Capacity and Partnerships (20% of score)

Capacity and Partnerships - Describe history of collaboration between partners.

The Grasp Consortium, launched in 2019 with the Rural Community Opioid Response Program (RCORP) grant, convened a coalition of behavioral health and social service organizations in Gunnison County, Colorado, to address prevention, treatment, recovery, and harm reduction needs related to substance use. Key partners include Gunnison Valley Health's Behavioral Health Department, Axis Health Systems (regional behavioral health entity), Porchlight Health (provider of Medically Assisted Treatment or MAT), Gunnison County Health and Human Services, Crested Butte State of Mind (therapy scholarships), and Western Colorado University.

Over the past five years, these organizations have worked collaboratively to identify community needs and implement sustainable solutions for individuals affected by substance use disorders.

This collaboration has resulted in significant achievements, including the establishment of Gunnison's first sober living home, which offers stable, substance-free housing for individuals in recovery. Harm reduction efforts have been prioritized, with partners organizing Narcan training events and distributing Narcan to ensure life-saving tools are readily available. Additionally, partnerships have extended to schools, where the Consortium has supported school-based clinicians and peer support specialists, helping youth access mental health resources and guidance.

Through its partnership with Porchlight Health, Gunnison County has successfully introduced MAT into the community, combining this treatment with behavioral health services to provide a holistic approach to substance use recovery. This collaboration has improved access to care for those in need and demonstrated the importance of integrated treatment models. Another critical effort has been the collaboration between Gunnison County and Gunnison Valley Health to implement Jail-Based Behavioral Health services. This program provides therapy, group support, medication stabilization, and financial assistance for individuals transitioning out of incarceration, addressing the vulnerabilities of those with a history of substance use.

The Consortium’s collaborative approach has created a strong foundation for addressing community needs and ensuring equitable access to services. These partnerships will now focus on understanding the experiences of those who overdose and creating clear pathways for support. By better understanding gaps in services, evaluating current interventions, and developing strategies to improve care, the Grasp Consortium is well-positioned to expand services and improve outcomes for individuals at all stages of recovery.

4) **Develop Budget:**
    a) **Use budget template on page 16 of the RFA -** this template includes what the allowable costs are, and what justification is required, if any.
5) **Submit Online Application Form:**
    a) **Refer to page 18 of the RFP for a link to this.**

LINE-ITEM BUDGET TEMPLATE

Organization Name

REIMAGINING HEALTH AND PUBLIC SAFETY OVERDOSE INITIATIVES (RHAPSODI)

January 1, 2024 - August 31, 2025

Line Items	Requested Amount through August 31, 2025		Cost Justification
Personnel (Name)			
Program Supervisor	$	10,080.00	for a Program Supervisor, who will manage and oversee grant de
SUD Nurse	$	12,320.00	o will conduct focus groups and interviews with providers and in
Data Coordinator	$	10,080.00	with qualitative and quantitative data collection, and will help to
	$	-	
Personnel Subtotal	**$**	**32,480.00**	
Fringe Benefits (X%)	**$**	**7,840.00**	
Travel			
Community Visit	$	-	hunity who has EMS and LE agencies that implement post-overd
Fleet Vehicle	$	400.00	Fleet Vehicle Costs
Lodging	$	800.00	2 nights of lodging for 2 staff members
Per diem	$	320.00	2 days of per diem costs for 2 staff members
Travel Subtotal	**$**	**1,520.00**	
Equipment			
	$	-	
	$	-	
Equipment Subtotal	**$**	**-**	
Supplies			

Office Supplies	$	400.00	Pens, paper, printing costs, etc.
	$	-	
Supplies Subtotal	**$**	**400.00**	
Contractual Costs			
	$	-	
	$	-	
	$	**-**	
Contractual Subtotal	**$**	**-**	
Other			
Incentives - Gift Cards for Interviews	$	800.00	20 $40 gift cards for 1 hour interviews/focus groups
Incentives - Gift Cards for Monthly Meet	$	2,000.00	5 $50 gift cards for meeting attendance (8 months)
Rental Space for Meetings	$	400.00	
	$	-	
Other Subtotal:	**$**	**3,200.00**	
Subtotals of Direct costs	**$**	**45,440.00**	
Indirect (10%)	$	4,544.00	
Grand Total	**$**	**49,984.00**	

SUMMARY BUDGET

Organization Name

REIMAGINING HEALTH AND PUBLIC SAFETY OVERDOSE INITIATIVES (RHAPSODI)

January 1, 2025 - August 31, 2025

			Period 1 (1/1/2025 - 8/31/2025)	Total Requested Funds	% Total Budget
A		**Personnel**	$ 32,480.00	$ 32,480.00	65.0%
B		**Fringe Benefits**	$ 7,840.00	$ 7,840.00	15.7%
C		**Travel**	$ 1,520.00	$ 1,520.00	3.0%
D		**Equipment**	$ -	$ -	0.0%
E		**Supplies**	$ 400.00	$ 400.00	0.8%
F		**Contractual**	$ -	$ -	0.0%
H		**Other**	$ 3,200.00	$ 3,200.00	6.4%
J		**Total Indirect costs**	$ 4,544.00	$ 4,544.00	9.1%
K		**Total**	$ 49,984.00	$ 49,984.00	**100%**

National Association of County and City Health Officials (NACCHO)

REIMAGINING HEALTH AND PUBLIC SAFETY OVERDOSE INITIATIVES (RHAPSODI)

January 1, 2024 – August 31, 2025

Budget Narrative

Note: Please delete the italicized instructions through before submitting this budget narrative template

DIRECT LABOR AND EXPENSES

Personnel **Subtotal: $** 32,480

If you intend to subcontract out 100% of your budget, please provide an explanation of how project management and deliverables will be handled within your organization and describe staff time assigned to project management and how their time will be funded (in-kind donations are not allowed, you must have a funding source for all staff contributing to the project). Subcontracting out 100% of your budget may require additional approval and will be allowed only on a case-by-case basis.

Staff Name and Position: *List each staff member's name and position (including any to be hired) on a separate line.*	**Job Functions:** *Include a short description of each staff member's role in the project and key job functions.*	**Annual Salary or Rate**	**% Time or Hrs on Project**	**# Months on Project**	**Amount requested**
Kyle Tibbett, Program Supervisor	Oversee grant deliverables, participate in data collection, coordinate Grasp Consortium meetings.	$36/hr	0.20 FTE (8 hours weekly)	8	$10,080
Melissa Oliver, SUD Nurse	Conduct surveys with medical providers, establish connections with local hospital and other sectors of the health system.	$44/hr	0.20 FTE (8 hours weekly)	8	$12,320
John Powell, Data Coordinator	Track progress, collect quantitative and qualitative data, and take the lead on writing the needs assessment.	$36/hr	0.20 FTE (8 hours weekly)	8	$10,080

Fringe Benefits **Subtotal:** $ 7,840

Fringe Benefits: XX% x Total Direct Staff Salaries

Note that Fringe % depends on the staff and the benefits they are enrolled in – exact percentages are put into the table below.

Fringe Benefit: *Include an itemized list of individual fringe benefits (e.g., retirement, FICA, insurance) allocated to each staff or categories of staff.*	**% of Salary** (if applicable)	**Amount Requested**
Kyle Tibbett – Retirement, Health Insurance (family), Dental	33%	$3,360
John Powell – Retirement, Health Insurance (individual)	22%	$2,240
Melissa Oliver – Retirement, Dental	18%	$2,240

OTHER DIRECT EXPENSES

Contracts (Subaward and/or Contractor) **Subtotal: $** NA

Include a short justification of each contractor or subaward in the budget. Specify the contractor's name (if known), their rate (per hour, day, month, fixed), and quantity of services (in hours, days, months, or fixed) provided. Make sure to explain how each contractor advances the project's goals and activities.

Materials/Supplies **Subtotal: $** 400.00

Include a list of each supply item and materials to be purchased as well as their estimated unit costs, number of units to be purchased, and total amount. Please make sure to provide a justification for purchasing each supply item. If the requested amount for a given supply line item is less than $1,500, you do not need to provide the number and cost of units.

Equipment: *Any equipment purchases with a per unit cost of over $5,000 and a usable life of more than one year will be unallowable. This funding restriction does not apply to equipment that is being leased or rented—rather than purchased—during the project implementation period.*

IMPORTANT: For any computers, laptops, cellphones, software, telecommunications expenses, or video surveillance equipment in the budget (including any reimbursement for staff), please include the name of the manufacturer and/or service provider and details such as the model of equipment.

Supply Item	**Unit Cost**	**# of Units**	**Amount Requested**	**Description & Purpose**

Office Supplies	$400	1	1	Office supplies such as pencils, highlighters, printing larger sheets of paper, etc.

Travel **Subtotal: $ 1,520**

Provide a breakdown of specific costs associated with trips budgeted and how you derived those costs. Be sure to include:

- ***Mileage**:* Total of $400.00 for mileage for a Gunnison County Fleet Vehicle, which is rated at the federal mileage reimbursement rate of $0.655/mile. This equates to a total of approximately 600 miles of round trip travel, which will likely be necessary as we live in rural southwestern CO.
- ***Lodging**:* Total of $800.00 budgeted for lodging, based off of the estimated per diem rate for Colorado of $200 per night. This would cover lodging for one trip for two nights for two employees.
- ***Meals**:* Total of $320, based on the federal per diem rates set for Colorado – this would cover per diem for two nights for two employees.
- ***Number of travelers or trips planned**:* 1 trip with 2 travelers.
- ***Purpose of all planned travel as it relates to the project:*** Purpose of this trip is to visit another (preferably rural) community who have first responders that engage in compassionate naloxone dosing and overdose follow-up/outreach programs. This will be a helpful component of our needs assessment, as we intend to get a better understanding of what practices are currently in place with our first responders – and visiting with other communities who already have programs in place will allow us to share these findings with our local first responders which might allow for a smoother transition.

Other Expenses **Subtotal: $ 3,200**

Provide details on the specific direct expenses budgeted and how each relates to your project's goals and activities. For any direct expenses shared across your organization's funding sources, be sure to specify the percentage of costs attributed to this budget.

Incentives – Gift Cards for Interviews and Focus Groups: $800

We will provide a $40 gift card for up to 20 individuals for participating in interviews and focus groups. These funds will specifically be set aside for interviews that include individuals with lived experience – we are eager to learn from individuals who are either in recovery or those who are actively using substances, and we want to learn what their experience has been like. This is true for those who are (or who have been) incarcerated locally, and for those who have had LE/EMS interactions that have involved drugs or alcohol. We strongly value lived experience, and as such would like to compensate individuals for their time.

Incentives – Gift Cards for Attendance to Consortium Meetings: $2000

The Grasp consortium is an already established consortium made up of various community stakeholders (Individuals with lived experience, medical providers, BH providers, law enforcement, etc.) who meet monthly to address gaps in the community as it pertains to substance misuse. Professionals who attend these meetings are "on the clock" and thus paid for their attendance – and we would like to pay individuals with lived experience for their time as well. These individuals are currently volunteering their time to attend and contribute – and while we appreciate their time, these funds would allow thus to pay them for their attendance in the form of monthly gift cards.

Rental Space for Meetings: $400

Grasp meets monthly at various venues, and some venues come with a cost – as such, we are asking for $400 to cover these space rental fees as they come up.

Indirect Costs **Subtotal: $** 4,544

State the indirect cost rate and how it is applied.

If you have budgeted for indirect costs using a rate that is higher than 10%, you must provide documentation/proof of your organization's approved indirect cost rate or calculation. Acceptable documentation includes:

- *An approval letter issued by a relevant federal or state agency (e.g., HHS) and signed by the agency and your organization that authorizes your organization's indirect cost rate*
- *An excerpt from a financial audit report that outlines your organization's indirect cost rate calculation*
- *A letter (on your organization's letterhead) signed by a financial official that lists the indirect cost rate used by the organization*
- *A copy of your accounting procedures or policy that outlines how you calculate your indirect costs*
- *A cost allocation plan, signed by a financial official, that shows a breakdown of indirect costs and their allocation to the project*

Total Budget Requested: $49,984

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: El Pomar Foundation General Grant Terms and Condit

Action Requested: County Manager Signature

Parties to the Agreement: El Pomar

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

Summary:

Kari and I presented to El Pomar and they are recommending GCSAPP for a one time $35,000 funding opportunity.

Fiscal Impact: $35,000

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 11/26/2024

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

Comments:
Legally sufficient. SO 11/26/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 11/26/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

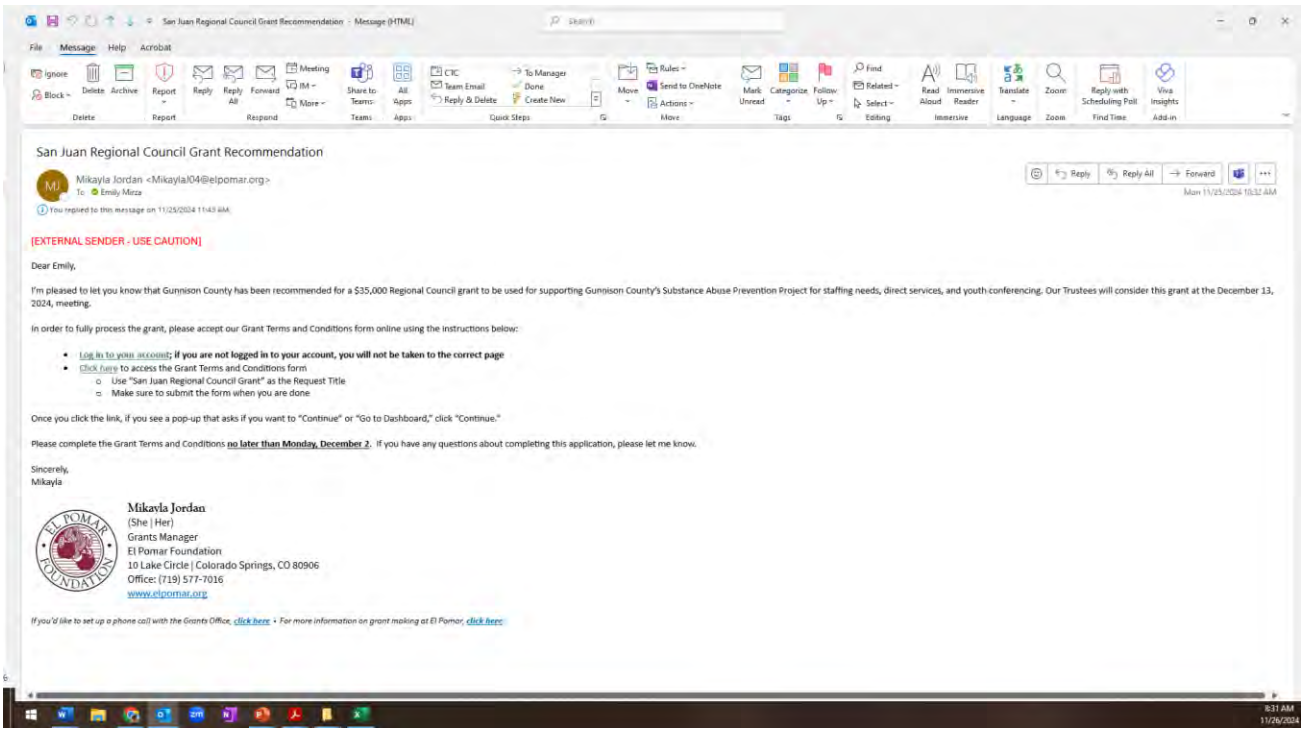
Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/27/2024

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

Agenda Date: 12/17/2024

Revised April 2015



San Juan Regional Council Grant Recommendation

Mikayla Jordan <MikaylaJ04@elpomar.org>
To: Emily Mirza

You replied to this message on 11/25/2024 11:43 AM.

Reply | Reply All | Forward

Mon 11/25/2024 10:32 AM

[EXTERNAL SENDER - USE CAUTION]

Dear Emily,

I'm pleased to let you know that Gunnison County has been recommended for a $35,000 Regional Council grant to be used for supporting Gunnison County's Substance Abuse Prevention Project for staffing needs, direct services, and youth conferencing. Our Trustees will consider this grant at the December 13, 2024, meeting.

In order to fully process the grant, please accept our Grant Terms and Conditions form online using the instructions below:

- Log in to your account; **if you are not logged in to your account, you will not be taken to the correct page**
- Click here to access the Grant Terms and Conditions form
  - Use "San Juan Regional Council Grant" as the Request Title
  - Make sure to submit the form when you are done

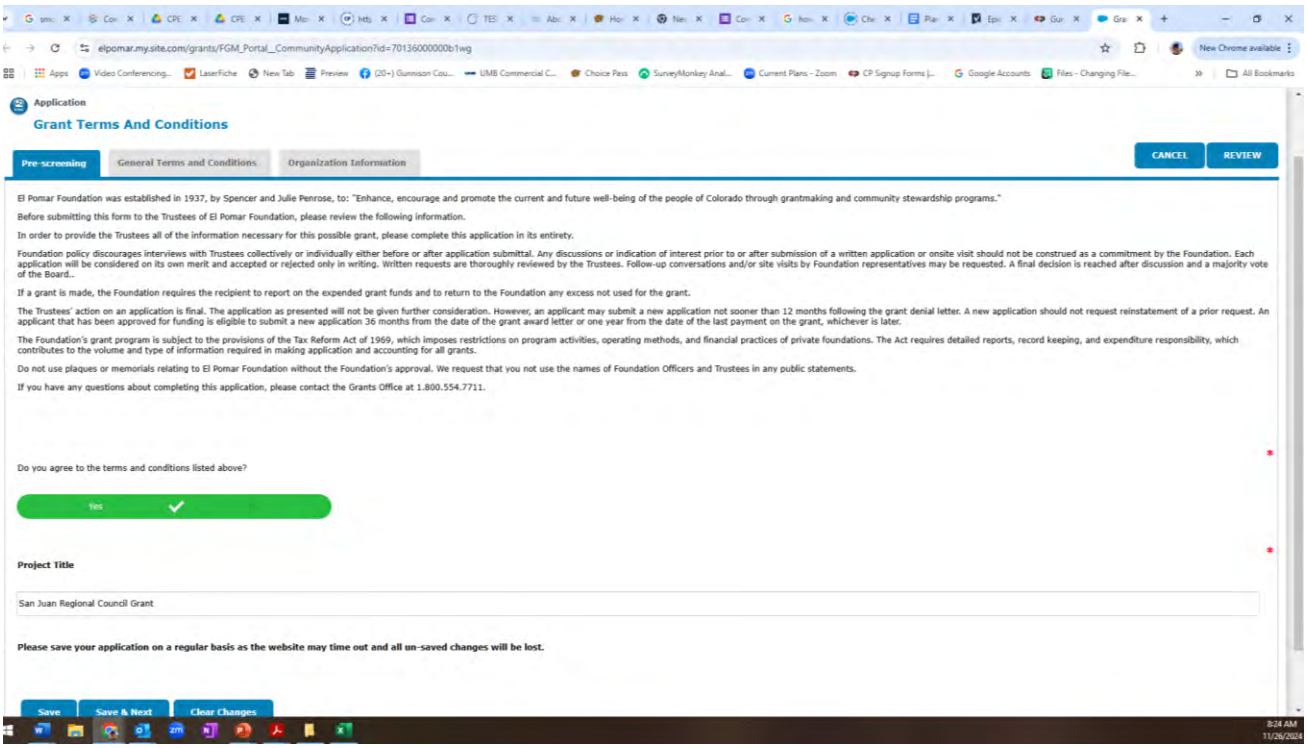
Once you click the link, if you see a pop-up that asks if you want to "Continue" or "Go to Dashboard," click "Continue."

Please complete the Grant Terms and Conditions **no later than Monday, December 2**. If you have any questions about completing this application, please let me know.

Sincerely,
Mikayla

Mikayla Jordan
(She | Her)
Grants Manager
El Pomar Foundation
10 Lake Circle | Colorado Springs, CO 80906
Office: (719) 577-7016
www.elpomar.org

If you'd like to set up a phone call with the Grants Office, click here • For more information on grant making at El Pomar, click here:



elpomar.my.site.com/grants/FGM_Portal__CommunityApplication?id=70136000000b1wg

Application

Grant Terms And Conditions

Pre-screening | General Terms and Conditions | Organization Information

CANCEL | REVIEW

El Pomar Foundation was established in 1937, by Spencer and Julie Penrose, to: "Enhance, encourage and promote the current and future well-being of the people of Colorado through grantmaking and community stewardship programs."

Before submitting this form to the Trustees of El Pomar Foundation, please review the following information.

In order to provide the Trustees all of the information necessary for this possible grant, please complete this application in its entirety.

Foundation policy discourages interviews with Trustees collectively or individually either before or after application submittal. Any discussions or indication of interest prior to or after submission of a written application or onsite visit should not be construed as a commitment by the Foundation. Each application will be considered on its own merit and accepted or rejected only in writing. Written requests are thoroughly reviewed by the Trustees. Follow-up conversations and/or site visits by Foundation representatives may be requested. A final decision is reached after discussion and a majority vote of the Board..

If a grant is made, the Foundation requires the recipient to report on the expended grant funds and to return to the Foundation any excess not used for the grant.

The Trustees' action on an application is final. The application as presented will not be given further consideration. However, an applicant may submit a new application not sooner than 12 months following the grant denial letter. A new application should not request reinstatement of a prior request. An applicant that has been approved for funding is eligible to submit a new application 36 months from the date of the grant award letter or one year from the date of the last payment on the grant, whichever is later.

The Foundation's grant program is subject to the provisions of the Tax Reform Act of 1969, which imposes restrictions on program activities, operating methods, and financial practices of private foundations. The Act requires detailed reports, record keeping, and expenditure responsibility, which contributes to the volume and type of information required in making application and accounting for all grants.

Do not use plaques or memorials relating to El Pomar Foundation without the Foundation's approval. We request that you not use the names of Foundation Officers and Trustees in any public statements.

If you have any questions about completing this application, please contact the Grants Office at 1.800.554.7711.

Do you agree to the terms and conditions listed above? *

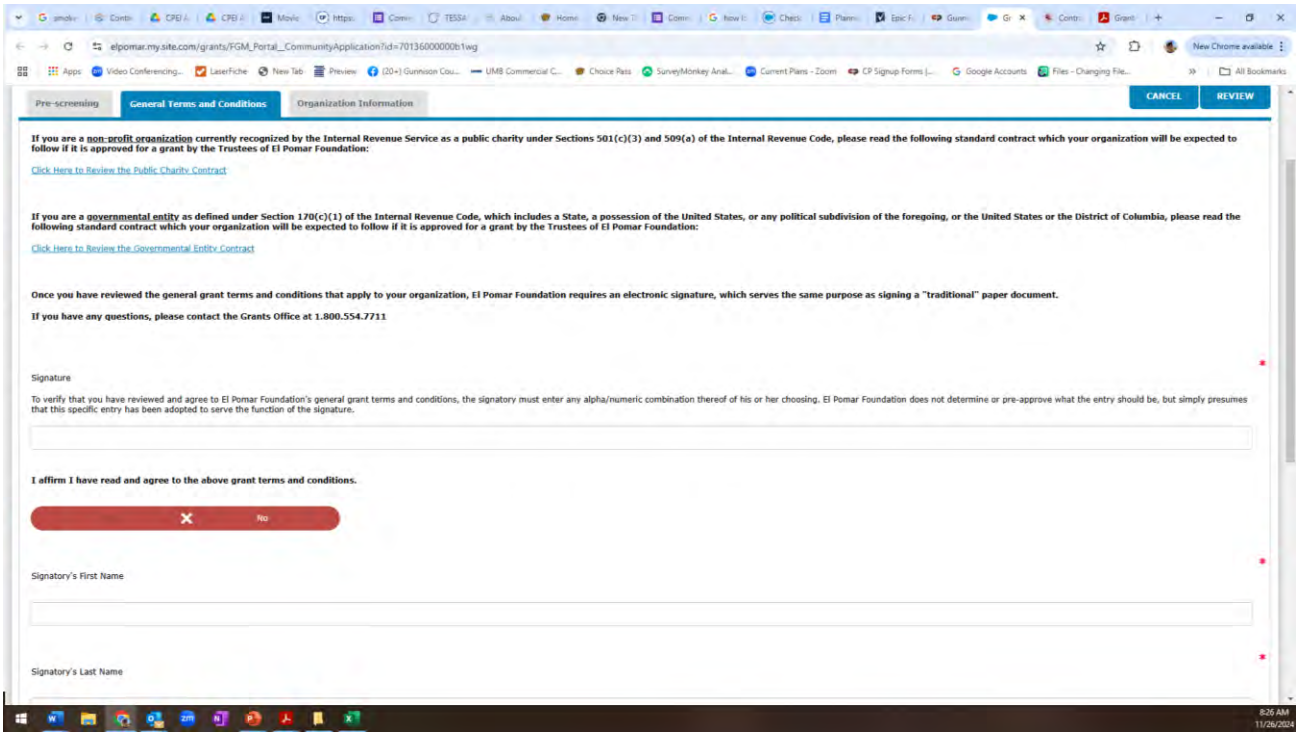
Yes ✓

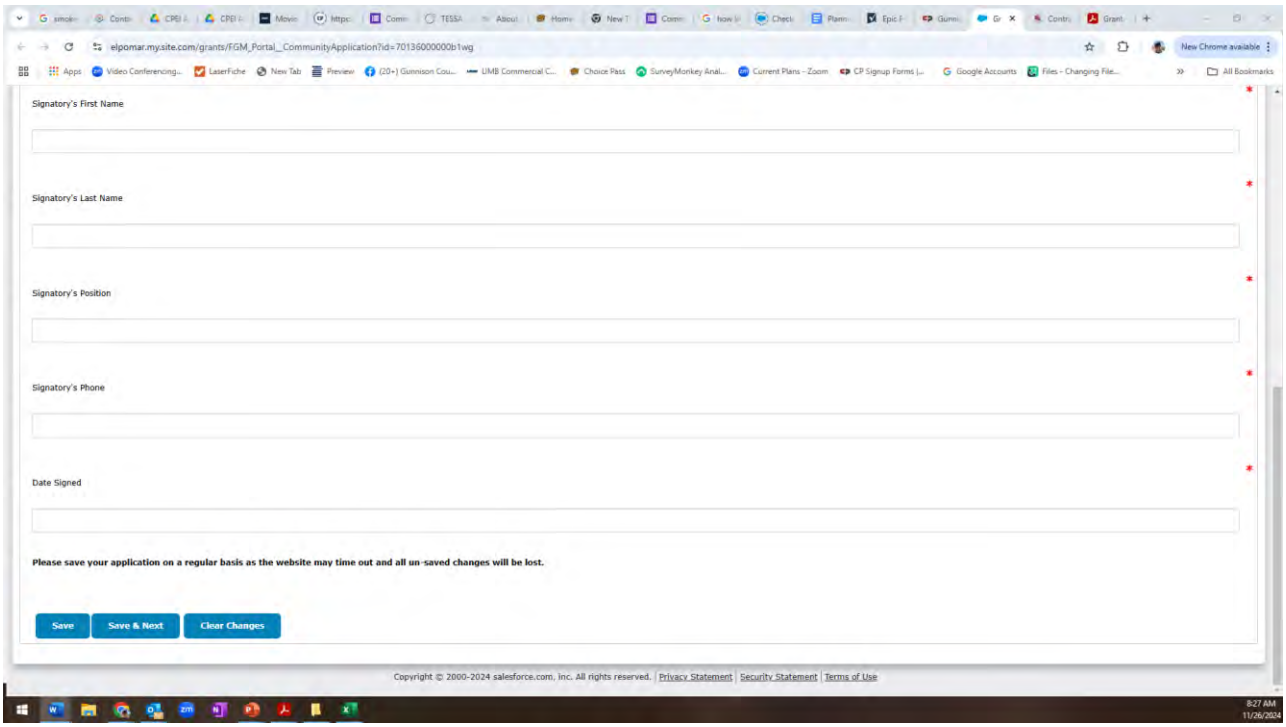
Project Title *

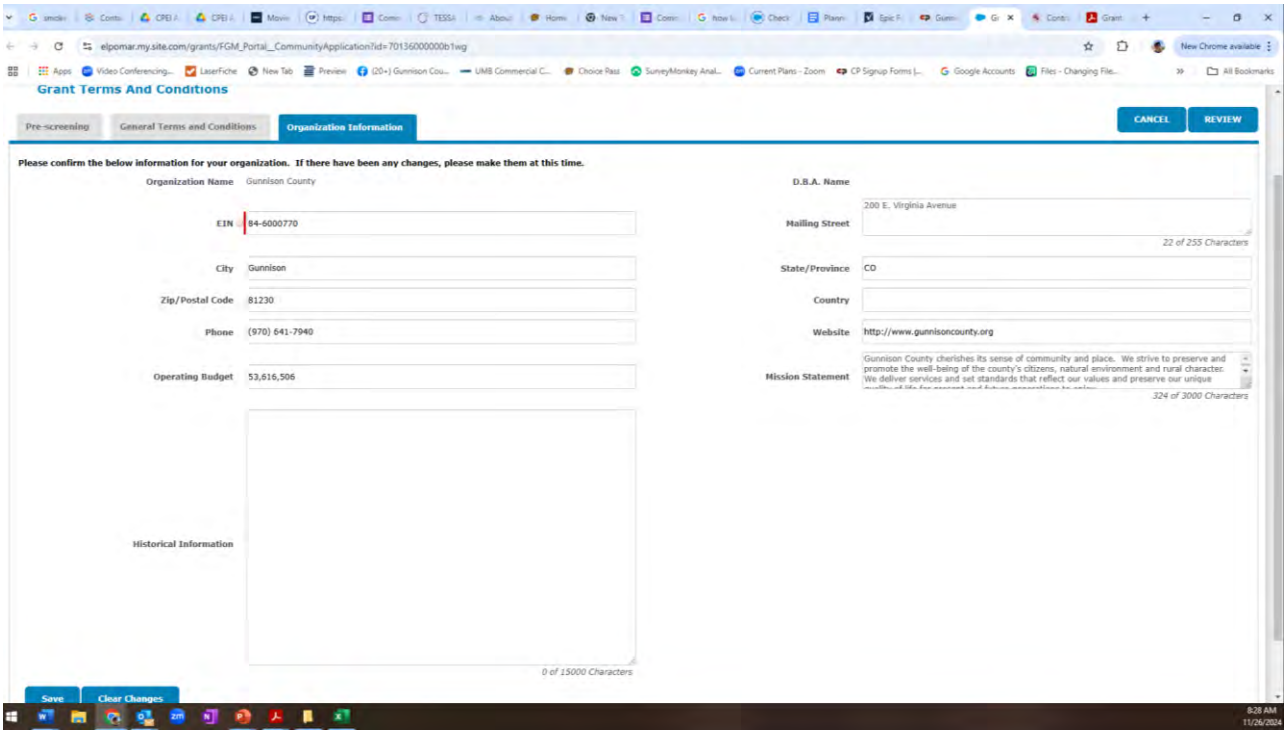
San Juan Regional Council Grant

Please save your application on a regular basis as the website may time out and all un-saved changes will be lost.

Save | Save & Next | Clear Changes


elpomar.my.site.com/grants/FGM_Portal__CommunityApplication?id=70136000000b1wg
Pre-screening
General Terms and Conditions
Organization Information
CANCEL
REVIEW
If you are a non-profit organization currently recognized by the Internal Revenue Service as a public charity under Sections 501(c)(3) and 509(a) of the Internal Revenue Code, please read the following standard contract which your organization will be expected to follow if it is approved for a grant by the Trustees of El Pomar Foundation:
Click Here to Review the Public Charity Contract
If you are a governmental entity as defined under Section 170(c)(1) of the Internal Revenue Code, which includes a State, a possession of the United States, or any political subdivision of the foregoing, or the United States or the District of Columbia, please read the following standard contract which your organization will be expected to follow if it is approved for a grant by the Trustees of El Pomar Foundation:
Click Here to Review the Governmental Entity Contract
Once you have reviewed the general grant terms and conditions that apply to your organization, El Pomar Foundation requires an electronic signature, which serves the same purpose as signing a "traditional" paper document.
If you have any questions, please contact the Grants Office at 1.800.554.7711
Signature
To verify that you have reviewed and agree to El Pomar Foundation's general grant terms and conditions, the signatory must enter any alpha/numeric combination thereof of his or her choosing. El Pomar Foundation does not determine or pre-approve what the entry should be, but simply presumes that this specific entry has been adopted to serve the function of the signature.
I affirm I have read and agree to the above grant terms and conditions.
No
Signatory's First Name
Signatory's Last Name
8:26 AM
11/26/2024


elpomar.my.site.com/grants/FGM_Portal__CommunityApplication?id=70136000000b1wg
Signatory's First Name
Signatory's Last Name
Signatory's Position
Signatory's Phone
Date Signed
Please save your application on a regular basis as the website may time out and all un-saved changes will be lost.
Save
Save & Next
Clear Changes
Copyright © 2000-2024 salesforce.com, inc. All rights reserved. | Privacy Statement | Security Statement | Terms of Use
8:27 AM
11/26/2024


elpomar.my.site.com/grants/FGM_Portal__CommunityApplication?id=7013600000b1wg
Grant Terms And Conditions
Pre-screening
General Terms and Conditions
Organization Information
CANCEL
REVIEW
Please confirm the below information for your organization. If there have been any changes, please make them at this time.
Organization Name
Gunnison County
D.B.A. Name
EIN
84-6000770
Mailing Street
200 E. Virginia Avenue
22 of 255 Characters
City
Gunnison
State/Province
CO
Zip/Postal Code
81230
Country
Phone
(970) 641-7940
Website
http://www.gunnisoncounty.org
Operating Budget
53,616,506
Mission Statement
Gunnison County cherishes its sense of community and place. We strive to preserve and promote the well-being of the county's citizens, natural environment and rural character. We deliver services and set standards that reflect our values and preserve our unique
324 of 3000 Characters
Historical Information
0 of 15000 Characters
Save
Clear Changes

EL POMAR FOUNDATION
GENERAL GRANT TERMS AND CONDITIONS

This grant is contingent upon the following terms and conditions:

STATUS AS A GOVERNMENTAL ENTITY. You do hereby certify that you are a governmental entity as defined under Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code") which includes a State, a possession of the United States, or any political subdivision of the foregoing, or the United States or the District of Columbia. In cases where your governmental connection may not be obvious, you agree to provide the Foundation with adequate documentation verifying your association as a governmental entity.

You acknowledge that your organization is not controlled directly or indirectly by the Foundation.

USE OF GRANT FUNDS. This grant (together with any income earned upon investment of the grant proceeds) is restricted to the purpose specified in the grant award letter and is to be spent in accordance with your proposed budget. Any part of the grant funds not so used must be returned promptly to the Foundation.

You agree that the activities funded by this grant are charitable, educational, scientific or literary (as those terms are defined in Section 170(c)(2)(B) of the Code) and, more specifically, that all expenditures will be for exclusively public purposes.

You acknowledge that the Foundation has not earmarked the use of the grant funds or any portion thereof for another organization, an individual or for any lobbying activity.

You affirm that the charitable purpose of this grant will be fulfilled within the State of Colorado.

You agree that no member of the Foundation's staff or Trustees (or a related party) will receive a financial benefit as a result of this grant.

You agree not to pledge or otherwise encumber any real property acquired as a result of this grant.

FINAL REPORT. The Foundation will require that you submit a final report on the use of the grant by the date specified in the grant award letter. This report should give an accounting of how the grant was spent as compared to the budget submitted in your grant proposal, the progress made in accomplishing the objectives of the grant, and any other information you feel would be relevant in allowing the Foundation to evaluate the grant.

PAYMENT OF GRANT. The payment of this grant will be as specified in the grant award letter, unless the foundation approves a written request for a different schedule. If payments are conditioned upon receipt of progress reports or other required documentation, delays may occur if these documents are not submitted timely or if the Foundation determines there is a lack of reasonable progress in the funded activity.

RELIANCE ON FUTURE FUNDING. You acknowledge that the representatives of the Foundation have made no any actual or implied promise of funding beyond the amounts specified in the grant award letter. This includes any obligation to provide continued support for this or any other project. Continued funding can only be obtained through submission of additional proposals in accordance with the Foundation's policies and guidelines.

REQUIRED NOTIFICATION. You are required to provide the Foundation with immediate written notification in the event of: (a) an inability to expend the grant for the intended purposes; or (b) any expenditure made from this grant for any purpose other than those for which the grant was intended.

GRANT EVALUATION. You will exercise full control over your project's administration, management and any subsequent disbursement of funds. The Foundation's role will consist of reasonable oversight to allow for the proper evaluation of this grant. You agree to permit the Foundation, at its request, to have reasonable access to all files, records, and personnel necessary to make such financial audits, verifications or program evaluations as may be necessary or appropriate. In addition, you agree to maintain such records as will permit the Foundation to easily check the use of grant funds and to keep these records for at least four years after the final report is submitted.

PUBLICITY. Please clear with us any public announcement of this grant. If this grant provides the majority funding for the acquisition of real or personal property, we would request that appropriate identification be placed on the item showing that it was a gift of El Pomar Foundation.

MODIFICATION. This grant agreement sets forth all of the terms of this grant and replaces all prior understandings and agreements. The purposes, terms and conditions of this grant award may not be changed or modified without the express written consent of the Foundation.

DISCONTINUANCE. The Foundation may discontinue, modify or withhold any payment under this grant award or terminate the grant and require a total or partial refund of any of the grant funds if, in the Foundation's sole judgment, such action is necessary: (a) because of a violation of the terms and conditions of this grant; (b) to protect the purposes and objectives of this grant or any other charitable interest of the Foundation; or (c) to comply with the requirements of any law or regulation affecting the Foundation's responsibilities with respect to this grant; or (d) to protect the Foundation's financial ability to carry out its programs.

In the event funds are returned or the grant is terminated, you acknowledge that the Foundation will have no further obligation to you in connection with this grant.

GOVERNING LAW. All questions of law which may arise in the administration of this grant shall be determined in accordance with the laws of the State of Colorado.

AUTHORITY. The undersigned represents that he/she is the duly authorized chief executive officer of the Grantee and as such is empowered to accept this grant on behalf of the Grantee and to obligate the Grantee to observe all the terms and condition of the grant.

Executed on the behalf of: «Org_Legal_Name»

By: _____

Printed Name: _____

Title:_____

Date:_____
«Org_Vendor_No» / «Request_ID»

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: US Department of Energy Agreement for Installation

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and U.S. Department of Energy

Term Begins: 01/06/2025 **Term Ends:** **Grant Contract #:**

Summary:

Second ten years (10) agreement with the U.S. Department of Energy for installation and monitoring of wells on County/Airport property.

Fiscal Impact: Zero

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 12/5/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/5/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/5/2024

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

Agenda Date: 12/17/2024

Revised April 2015

U.S. Department of Energy Agreement for Installation and Maintenance of Wells and Well Equipment Gunnison, Colorado, Processing Site	Agreement Number: DE-RO01-25LM70343

ADDRESS OF PREMISES: The monitoring wells are located in Township 49N, Range 1W, Section 2 in Gunnison County, Colorado, as shown on Exhibit A (map) which is attached hereto and made a part hereof.

THIS AGREEMENT (Agreement), entered into by and between Gunnison Crested Butte Regional Airport, (Grantor), whose address is: 519 W. Rio Grande, Gunnison, Colorado 81230, and the UNITED STATES OF AMERICA, by and through the U.S. Department of Energy, (Grantee), pursuant to the authority of the Uranium Mill Tailings Radiation Control Act (UMTRCA) (Title 42 *United States Code* Section 7901 [42 USC 7901], et seq.) is as follows:

WITNESSETH: Grantor, in consideration of the faithful performance by Grantee of all activities and conditions herein contained, grants, consents and agrees to the installation, maintenance and continued use, and to the rights of ingress and egress to and from the monitoring wells and appurtenances. The interest granted herein shall be a right of use of the Premises for the purposes described herein. The monitoring wells subject to this agreement are numbers 0002 and 0102.

1. GRANTEE PROPERTY The monitoring wells and appurtenances referenced and all equipment and tools for maintenance and use thereof, placed on or near the Premises, as shown on Exhibit A, attached hereto and incorporated herein, shall remain the property of Grantee and may be removed by Grantee at its own cost and expense at any time during the life of this Agreement. Said wells and appurtenances shall be maintained by Grantee in a good, safe, and workmanlike manner.

2. TERM/TERMINATION This Agreement shall be effective on January 6, 2025, and shall continue in full force and effect for ten (10) years, unless earlier modified or terminated by Grantor or Grantee upon ninety (90) days' written notice. Should Grantee abandon the wells in question and subsequently terminate this Agreement, Grantee's right of ingress and egress shall revert to Grantor. Once Grantee determines the wells are no longer needed, Grantee shall abandon them in accordance with appropriate State procedures.

3. GRANTEE RESPONSIBILITY Grantee shall be responsible for any loss or destruction of, or damage to, Grantor's real and personal property that is caused directly by the activities of Grantee in exercising any rights hereby granted in this Agreement; PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition reasonably compared to its condition on the effective date of this Agreement by techniques of backfilling, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties.

4. GRANTEE LIABILITY Grantee agrees to cooperate to the extent allowed by law, in the submittal of all claims pursuant to the Federal Tort Claims Act (28 USC 2671, et seq.) for alleged loss, injuries, or damages, to persons or property arising from the acts of Grantee, duly authorized representatives, or contractors of Grantee, acting within the scope of their employment, in the installation, use, maintenance, removal, or relocation of the monitoring wells and appurtenances and in surface water sampling.

5. INSURANCE Grantee shall cause its duly authorized representatives or contractors who enter the Premises under this Agreement to carry reasonable liability insurance covering risk of liability caused by any of their activities. Upon request, Grantee's duly authorized representatives or contractors will provide Grantor certificates evidencing insurance coverage.

6. PRIOR NOTIFICATION Grantor will be notified forty-eight (48) hours prior to entering Premises under this Agreement. Sampling and monitoring activities, beyond well installation and abandonment of wells previously identified in this Agreement, will be conducted during normal business hours, unless Grantor provides consent for sampling and monitoring activities during other hours.

7. NOTIFICATION OF PROPERTY TRANSFER If all or part of the Premises referred to herein is transferred to a new owner(s) or other grantee, through sale or any other transfer of property interest, (1) Grantor or the Grantor's authorized legal representative shall inform the potential owner(s) or other grantee(s) of this Agreement; and, (2) shall inform Grantee in writing of the intent to sell or transfer the Premises; and, (3) assign this Agreement to the new owner(s) or other grantee, and provide Grantee a copy of such document.

8. RESTORATION Upon removal or relocation of the monitoring wells and appurtenances, Grantee shall restore the described property to a condition reasonably compared to its condition prior to the installation of the monitoring wells and appurtenances by techniques of backfilling, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties.

9. SEVERABILITY In the event that any one or more of the provisions contained in this Agreement, or in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision of this Agreement.

10. BINDING AGREEMENT The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective transferees, successors, assigns, and, as applicable, heirs of the parties hereto.

11. NOTICE No notice, order, direction, determination, requirement, consent, or approval under this Agreement shall be of any effect, within the restrictions of this Agreement, unless provided in writing to the authorized representative at the address set out in Paragraph 12, AUTHORIZED REPRESENTATIVES.

12. AUTHORIZED REPRESENTATIVES -

If to Grantee:

Polly Robinson
Realty Officer
U.S. Department of Energy
2597 Legacy Way
Grand Junction, CO 81503
(970) 248-6039

If to Grantor:

Rick Lamport
Airport Manager
Gunnison Crested Butte Regional Airport
519 W. Rio Grande
Gunnison, CO 81230
(970) 642-7388

IN WITNESS WHEREOF, the parties subscribed their names.

GRANTOR

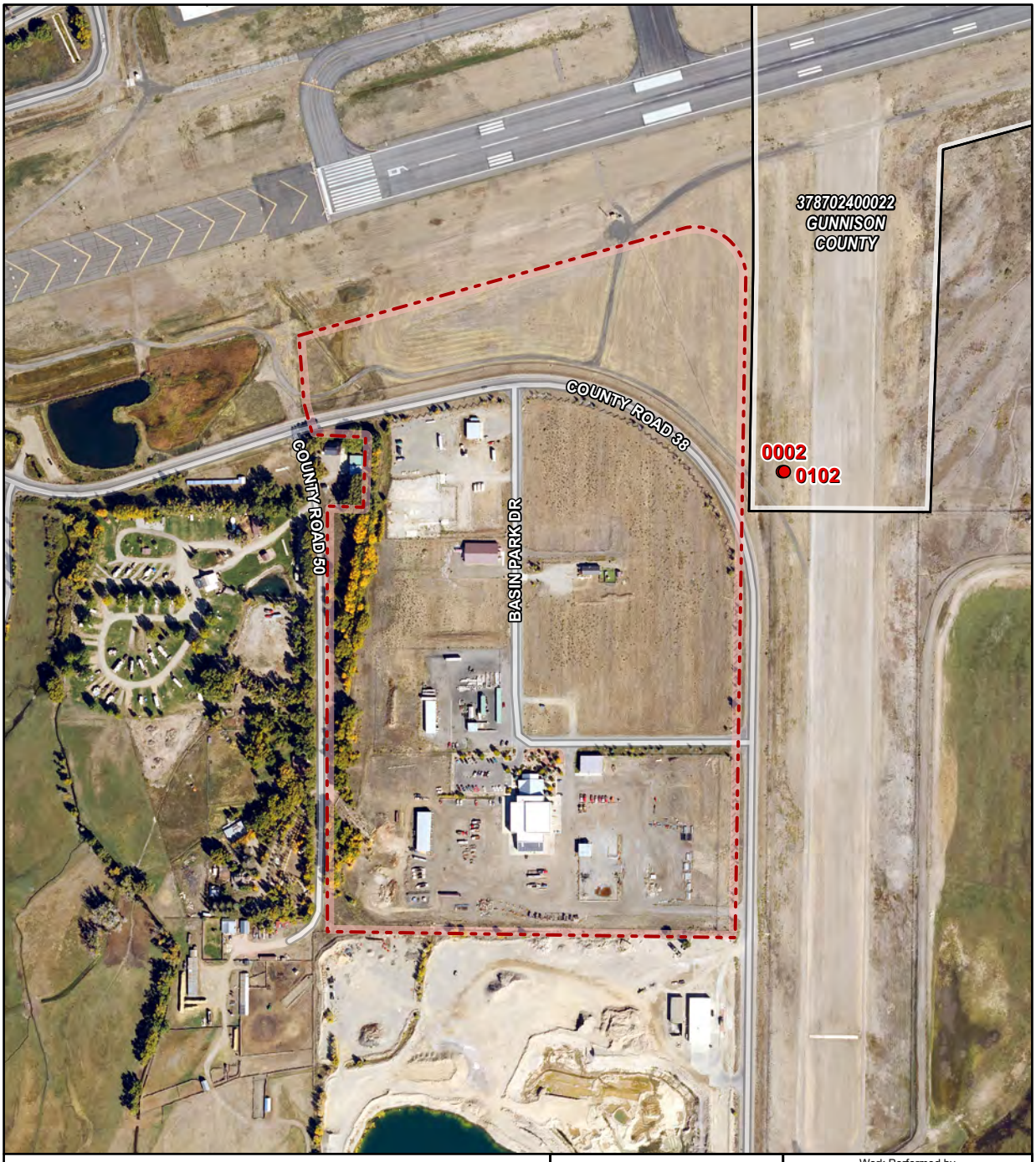
Chairperson, District 2 Commissioner

BY: _____ Gunnison County Board of County Commissioners
Jonathan Houck (Title)

GRANTEE

BY: _____ U.S. Department of Energy, Realty Officer
Polly Robinson (Official Title)

Exhibit A



Location Associated with Access Agreement

Former Mill Site

Tax Parcel
Source: Gunnison County, 10/2024

Aerial Imagery:
National Agriculture Imagery Program (NAIP) 2023

N

Scale in Feet
250 125 0 250

U.S. DEPARTMENT OF ENERGY
OFFICE OF LEGACY MANAGEMENT

Work Performed by
RSI EnTech, LLC
Under DOE Contract 89303020DLM000001

Locations Associated with the Access Agreement with the Gunnison Crested Butte Regional Airport

DATE PREPARED:
October 29, 2024

FILE NAME:
049452

Department of Energy
Washington, DC 20585

March 20, 2015

OLM-BS-2015-013

Mr. Rick Lamport, Airport Manager
Gunnison Crested Butte Regional Airport
519 W. Rio Grande
Gunnison, CO 81230

Subject: Executed Modification A002 to Access Agreement Number DE-RO01-05LM70012 – Gunnison, Colorado, Processing Site

Dear Mr. Lamport:

Enclosed for your records is an executed Access Agreement, which allows the Department of Energy Office of Legacy Management's (DOE) and its representatives the right of ingress and egress for the purpose of sampling monitoring well numbers 0002 and 0102.

DOE appreciates your cooperation in its ongoing efforts at the Gunnison site. Please contact me at (303) 358-0707, or Michelle Morton of my contractor staff at (970) 248-6107, if you have any questions or concerns. Please send any correspondence to:

U.S. Department of Energy
Office of Legacy Management
2597 Legacy Way
Grand Junction, CO 81503

Sincerely,

Bud Sokolovich, RECO
Senior Realty Officer
Office of Legacy Management

Enclosure

cc w/enclosures:
J. Linard, DOE (e)
S. Campbell, SN3 (e)
M. Morton, SN3 (e)
Project File GUP 1415.25
Property Management File GUP 1415.25

Printed with soy ink on recycled paper

U.S. Department of Energy Modification to Agreement For Installation and Maintenance of Wells and Well Equipment Gunnison, Colorado, Processing Site	Agreement Number: DE-RO01-05LM70012 Mod A002

ADDRESS OF PREMISES: The monitoring wells are located in T49N, R1W, Section 2 in Gunnison County, Colorado, as shown on Exhibit A (map) which is attached and made a part hereof.

THIS MODIFICATION TO AGREEMENT (Agreement), entered into by and between Gunnison County Airport n/k/a the Gunnison Crested Butte Regional Airport, (Grantor), whose address is: 519 W. Rio Grande, Gunnison, Colorado 81230, and the UNITED STATES OF AMERICA, by and through the Department of Energy, (Grantee), under the authority of the Uranium Mill Tailings Radiation Control Act (42 U.S.C. § 7901, et seq.) on March 22, 2005 and extended for an additional five years on January 6, 2010 is hereby modified as follows:

WITNESSETH: Grantor, in consideration of the faithful performance by Grantee of all activities and conditions herein contained, hereby grants, consents and agrees to the continued maintenance and use of two (2) monitoring wells numbered, 0002 and 0102, previously installed by Grantee; and to ingress and egress to and from the Premises.

1. GRANTEE PROPERTY - The monitoring wells and appurtenances and all equipment and tools for maintenance and use thereof, placed on or near the Gunnison, Colorado, Processing Site, shall remain the property of Grantee and may be removed by Grantee at its own cost and expense at any time during the life of this Agreement. Said wells and appurtenances shall be maintained by Grantee in a good, safe, and workmanlike manner.

2. TERM/TERMINATION - This Agreement shall be effective on January 6, 2015, and shall continue in full force and effect for ten (10) years, unless earlier modified or terminated by Grantor or Grantee upon thirty (30) days' written notice. Should Grantee abandon the wells in question and subsequently terminate this Agreement, Grantee's right of ingress and egress shall revert to Grantor. Once Grantee determines the wells are no longer needed, Grantee shall abandon them in accordance with appropriate State procedures.

3. GRANTEE RESPONSIBILITY - Grantee shall be responsible for any loss or destruction of, or damage to, Grantor's real and personal property caused by the activities of Grantee in exercising any rights hereby granted in this Agreement; PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition reasonably compared to its condition on the effective date of this Agreement by techniques of backfilling, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties.

4. GRANTEE LIABILITY - Grantee agrees to cooperate to the extent allowed by law, in the submittal of all claims pursuant to the Federal Tort Claims Act (28 U.S.C § 2671, et seq.) for alleged loss, injuries, or damages, to persons or property arising from the acts of Grantee, duly authorized representatives, or contractors of Grantee, acting within the scope of their employment, in the installation, use, maintenance, removal, or relocation of the monitoring wells and appurtenances and in surface water sampling.

5. INSURANCE - Grantee shall cause its duly authorized representatives, or contractors who enter the property under this Agreement to carry reasonable liability insurance covering risk of liability caused by any of their activities. Upon request, Grantee's duly authorized representatives or contractors will provide Grantor certificates evidencing insurance coverage.

6. PRIOR NOTIFICATION - Grantor will be notified forty-eight (48) hours prior to entering property under this Agreement. Sampling and monitoring activities, beyond well installation and abandonment of wells previously identified in this Agreement, will be conducted during normal business hours, unless Grantor provided consent for sampling and monitoring activities during other hours.

7. NOTIFICATION OF PROPERTY TRANSFER - If all or part of the property referred to herein is transferred to a new owner(s), through sale or other means, (1) Grantor or the Grantor's authorized legal representative shall inform the potential owner(s) of this Agreement; (2) shall inform Grantee of the intent to sell the property; and (3) transfer this Agreement to the new owner(s).

8. RESTORATION - Upon removal or relocation of the monitoring wells and appurtenances, Grantee shall restore the described property to as nearly as possible the state and condition existing prior to the installation of the monitoring wells and appurtenances.

9. SEVERABILITY - In the event any one or more of the provisions contained in this Agreement, or in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision of this Agreement.

10. BINDING AGREEMENT - The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective transferees, successors, assigns, and, as applicable, heirs of the parties hereto.

11. NOTICE - No notice, order, direction, determination, requirement, consent, or approval under this Agreement shall be of any effect, within the restrictions of this Agreement, unless provided in writing to the authorized representative at the address set out in Paragraph 12, AUTHORIZED REPRESENTATIVES.

12. AUTHORIZED REPRESENTATIVES -

If to Grantee:

Bud Sokolovich
Senior Realty Officer
Department of Energy
2597 Legacy Way
Grand Junction, CO 81503
(303) 358-0707

If to Grantor:
Rick Lamport, Airport Manager
~~John DeVore~~
Gunnison Crested Butte Regional Airport
519 W. Rio Grande
Gunnison, CO 81230
(970) 641-2304

IN WITNESS WHEREOF, the parties subscribed their names.

GRANTOR

BY: _____ BCCC Chairperson
(Signature) (Title)

GRANTEE

BY: _____ U. S. Department of Energy, Senior Realty Officer
Bud Sokolovich (Official Title)

Exhibit A



LEGEND

Location Associated with Access Agreement

Gunnison Processing Site Boundary

N

SCALE IN FEET

400 200 0 400

Aerial Photo:
2009 National Agricultural Imagery Program (NAIP)

U.S. DEPARTMENT OF ENERGY
GRAND JUNCTION, COLORADO

Work Performed by
S.M. Stoller Corporation
Under DOE Contract
No. DE-AM01-07LM00060

Locations Associated with the Access Agreement with the Gunnison Crested Butte Regional Airport

DATE PREPARED
December 1, 2009

FILENAME
S0599100

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; National Environmental Health A

Action Requested: Discussion

Parties to the Agreement: National Environmental Health Association

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

Summary:

This grant would allow the County's retail food program to meet two additional standards, Standard 3 and 8 and make progress on several others over a three year grant cycle.

Fiscal Impact: 70500.00

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
Legally sufficient. SO 12/5/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/5/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

INTRODUCTION TO THE STANDARDS

INTRODUCTION

Achieving national uniformity among regulatory programs responsible for retail food protection in the United States has long been a subject of debate among the industry, regulators, and consumers. Adoption of the *FDA Food Code* at the state, local and tribal level has been a keystone in the effort to promote greater uniformity. However, a missing piece has been a set of widely recognized standards for regulatory programs that administer the *Food Code*. To meet this need FDA has developed the "Voluntary National Retail Food Regulatory Program Standards" (Retail Program Standards) through ideas and input from federal, state, and local regulatory officials, industry, trade and professional associations, academia, and consumers on what constitutes a highly effective and responsive retail food regulatory program.

In March of 1996, the FDA hosted a meeting to explore ways in which its retail food protection program could be improved. Participants in the meeting included FDA Retail Food Specialists, FDA headquarters personnel, state, and local regulatory officials from the six FDA regions, the president of the Association of Food & Drug Officials, and industry representatives. Following that meeting, FDA established a National Retail Food Team comprised of the Regional Retail Food Specialists, CFSAN personnel and other FDA personnel directly involved in retail food protection. A Retail Food Program Steering Committee was established and tasked with leading the team to respond to the direction given by the participants in the meeting, i.e., providing national leadership, being equal partners, being responsive, providing communication and promoting uniformity.

The Steering Committee was charged with developing a five-year operational plan for FDA's retail food program. The Steering Committee was also charged with ensuring the operational plan was in keeping with the goals and mission of the President's Food Safety Initiative. FDA solicited input from the regulatory community, industry, and consumers in developing the plan. The resulting Operational Plan charted the future of the National Retail Food Program and prompted a reassessment of the respective roles of all stakeholders and how best to achieve program uniformity.

From the goals established in that first Operational Plan, two basic principles emerged on which to build a new foundation for the retail program:

- Promote active managerial control of the risk factors most commonly associated with foodborne illness in food establishments, and
- Establish a recommended framework for retail food regulatory programs within which the active managerial control of the risk factors can best be realized.

These principles led to the drafting of standards that encourage voluntary participation by the regulatory agencies at the state, local, and tribal level. The Program Standards were developed with input obtained through a series of meetings over a two-year period including: the 1996 stakeholders meeting, FDA Regional Seminars, meetings with state officials hosted by the Retail Food Specialists, and six Grassroots Meetings held around the country in 1997. Valuable input from industry associations, associations of regulatory officials, and others was also obtained. The Retail Program Standards were provided to the Conference for Food Protection for further input and to achieve broad consensus among all stakeholders.

In developing the Retail Program Standards, FDA recognized that the ultimate goal of all retail food regulatory programs is to reduce or eliminate the occurrence of illnesses and deaths from food produced at the retail level and that there are different approaches toward achieving that goal. Federal, state, local, and tribal agencies continue to employ a variety of mechanisms with differing levels of sophistication in their attempt to ensure food safety at retail.

While the Retail Program Standards represent the effective, focused food safety program to which we ultimately aspire, they begin by providing a foundation and system upon which all regulatory programs can build through a continuous improvement process. The Standards encourage regulatory agencies to improve and build upon existing programs. Further, the Standards provide a framework designed to accommodate both traditional and emerging approaches to food safety. The Retail Program Standards are intended to reinforce proper sanitation (good retail practices) and operational and environmental prerequisite programs while encouraging regulatory agencies and industry to focus on the factors that cause and contribute to foodborne illness, with the ultimate goal of reducing the occurrence of those factors.

PURPOSE

The Retail Program Standards serve as a guide to regulatory retail food program managers in the design and management of a retail food regulatory program and provide a means of recognition for those programs that meet these standards. Program managers and administrators may establish additional requirements to meet individual program needs.

The Retail Program Standards are designed to help food regulatory programs enhance the services they provide to the public. When applied in the intended manner, the Program Standards should:

- Identify program areas where an agency can have the greatest impact on retail food safety
- Promote wider application of effective risk-factor intervention strategies
- Assist in identifying program areas most in need of additional attention
- Provide information needed to justify maintenance or increase in program budgets
- Lead to innovations in program implementation and administration
- Improve industry and consumer confidence in food protection programs by enhancing uniformity within and between regulatory agencies

Each Standard has one or more corresponding worksheets, forms, and guidance documents. Regulatory agencies may use existing, available records or may choose to develop and use alternate forms and worksheets that capture the same information.

SCOPE

The Retail Program Standards apply to the operation and management of a retail food regulatory program that is focused on the reduction of risk factors known to cause or contribute to foodborne illness and to the promotion of active managerial control of these risk factors. The results of a self- assessment

against the Standards may be used to evaluate the effectiveness of food safety interventions implemented within a jurisdiction. The Standards also provide a procedure for establishing a database on the occurrence of risk factors that may be used to track the results of regulatory and industry efforts over time.

HISTORY

The Retail Program Standards were pilot tested in each of the five FDA regions in 1999. Each regulatory participant reported the results at the 2000 Conference for Food Protection. Improvements to the Standards were incorporated into the January 2001 version based on input from the pilot participants. Further refinements to the Standards were made in subsequent drafts leading up to the endorsement of the March 2002 version of the Retail Program Standards by the 2002 Conference for Food Protection. Subsequent changes and enhancements have been made following concurrence of the stakeholders at the biennial meetings of the Conference for Food Protection.

In maintaining these standards, FDA intends to allow for and encourage new and innovative approaches to the reduction of factors that are known to cause foodborne illness. Program managers and other health professionals participating in this voluntary program who have demonstrated means or methods other than those described here may submit those to FDA for consideration and inclusion in the Retail Program Standards. Improvements to future versions of the Standards will be made through a process that includes the Conference for Food Protection to allow for constant program enhancement and promotion of national uniformity.

IMPACT ON PROGRAM RESOURCES

During pilot testing of the Retail Program Standards in 1998, some jurisdictions reported that the self-assessment process was time consuming and could significantly impact an agency's resources. Collection, analysis, and management of information for the database Occurrence of Risk Factor Studies were of special concern. However, participating jurisdictions also indicated that the resource commitment was worthwhile and that the results of the self-assessment were expected to benefit their retail food protection program. Advance planning is recommended before beginning the data collection process in order to use resources efficiently. In addition, changes to the Standards now allow jurisdictions to use routine inspection data for analysis on the occurrence of risk factors, significantly reducing the resource requirements for separate data collection.

It is further recommended that jurisdictions not attempt to make program enhancements during the self-assessment process. A better approach is to use the self-assessment to identify program needs and then establish program priorities and plans to address those needs as resources become available.

COMMENTS AND INQUIRIES

To promote uniform and reasonable application of these Standards, interested persons are invited to submit comments and inquiries to their FDA Retail Food Specialist or to the Office of Retail Food Protection: retailfoodprotectionteam@fda.hhs.gov.

Instructions for the 2024 HPAP Budget

There are three categories of funding for which you can request funds through this RFA

1) Financial Assistance which can take three forms:

A) Rental assistance for up to 6 months per houshold

B) Utility payments that must be made to prevent eviction or loss of housing

C) Security and utility deposits up to 1.5 months of rent

2) Case Management and Supportive Services

A) This can cover staff time doing the HPAP case management work

3) Administrative costs - limit of 5% of total grant

A) This can cover staff time for administrative costs, like indirect program costs, time creating reports, etc.

Other Budget Instructions

1) Maximum amount of funding for HPAP is $50,000

2) Cells will turn red if there is anything incorrect in the budget

3) Applicants do NOT have to apply for all forms of assistance. An applicant could only apply for finanacial assistance.

4) All requests must be eligible, necessary, and reasonable.

5) Please submit this budget in its original excel format along with the project narrative, which is a Word document.

Budget Categories	Amount Requested	
Salary/Fringe	$	63,000.00
Training	$	7,500.00
Adminstrative		
Total Request	$	70,500.00

Please note: If cells appear red once amounts are input, the amounts are too high and need to be adjsuted to reflect the RFA limits

2025 Track 3 Maintenance & Advancement Base
GRANT APPLICATION
Organization: Gunnison County DHHS **Amount Requested:** $70,500.00
Grant ID: R-202410-06069 **Start Date:** January 1, 2025
Status: Draft **End Date:** December 31, 2027

APPLICATION FORM INSTRUCTIONS
When the form is not already open for edits, select **Edit** at the top of the form to open for editing

Forms do not autosave. Once you have completed each section of the application, be sure to select **Save** at the bottom of the form to ensure your work is saved, before moving to the next section. When you are ready to continue working, select **Edit** at the top of the form to open for editing

When you are finished completing the form, select **Save** and then **Submit** at the bottom of the form.

ORGANIZATIONAL INFORMATION

Organization: Gunnison County DHHS

Regulatory Jurisdiction: Local

Select and Confirm Primary Contact

Using the two fields above, select and confirm the **Project Point of Contact** *name, which is pulled from your Organization record. Once you have selected and confirmed the name, hit* ***"SAVE"*** *to populate the Project Point of Contact fields below with all of the information from your Organization Record.*

Project Point of Contact (PPOC)

The **PPOC** *is the person in your organization who should be contacted regarding questions about your application. Please confirm your PPOC twice in the fields above.*
Name: Elizabeth Holena
Email: elizabeth.holena@state.co.us
Phone: 9706424665

Authorizing Official Verification

The **Authorizing Official** *is the person in your organization who provides supervisory oversight for this grant opportunity (often an organization's Financial or Grants Management Official). Below is the* **Authorizing Official (AO)** *contact information we have on record for your organization. Please verify below if this information is still current and correct.*
AO Name: Jennifer Reynolds
AO Title: Executive Director
AO Phone: 9706413244
AO Email Address: jreynolds@gunnisoncounty.org

The information displayed above is current and correct for both **Project Point of Contact** *and* **Authorizing Official.**
add comment to field
Yes / No:
Yes

Respond to the question below to see if you are eligible to apply for the Track 3 Maintenance and Advancement Base Grant.

To be eligible to be awarded a Track 3 Maintenance and Advancement Base Grant, you must meet ALL of the following five requirements:

1. You must have a current Self-Assessment of All Nine Standards (SA9), submitted to and approved by your FDA Retail Food Specialist, dated August 1, 2019 or later.
2. You must have met and verified at least three different Standards within the past five years, with Verification Audits for each Standard completed and passed (each dated between August 1, 2019 and December 31, 2024).
3. You must have a Comprehensive Strategic Improvement Plan (CSIP) covering your long-term plans regarding all nine Standards, which must be attached to your application.
4. As part of this application, you must commit to working on one or more of Standards 1-8 during each year of the 3-year grant period, and must meet and audit at least one new standard by the end of the 3-year grant period.
5. As part of this application, you must commit to working on EITHER completion of OR maintenance of Standard 9 during each year of the 3-year grant period.

(Note: Contact the RFFM Grant Support Team if you have questions / concerns about your ability to meet these updated requirments.)
Track 3 Eligibility
Does your jurisdiction meet all five of the requirements listed above?
add comment to field
Yes / No:
Yes

Congratulations! Based on your answer to the eligibility question, you are eligible to apply for a Track 3 Maintenance and Advancement Base Grant.

TRACK 3 MAINTENANCE AND ADVANCEMENT BASE APPLICATION

History of NEHA-FDA RFFM Grants

Have you been awarded any previous grants through the NEHA-FDA Retail Flexible Funding Model (RFFM) grant program, which began with CY22 awards?
add comment to field
Yes / No:
Yes

Please briefly describe your past history with the RFFM grant program (number of grants, type of grants, impact on your retail food program, use of funding for larger awards, etc.)
add comment to field

Gunnison County Department of Health and Human Services(GCDHHS) has applied for and received two previous grants(Track 1 and Track 2) from NEHA-FDA Retail Flexible Funding Model Grant Program. Grant funding has provided GCDHHS an opportunity to complete a Self Assessment of all 9 Standards(SA9) as well as a CSIP. In addition, by the end of 2024, it has allowed our program to meet Standards 1, 2, 5, and 7.

Explain how your past history with the RFFM grant program will impact your proposed work to conform with the Retail Program Standards (RPS). If you have had any canceled or incomplete grants in the past, be sure to explain why you will be able to complete the work proposed in your current application.
add comment to field

Track 1 Development Base Grant allowed GCDHHS to complete a Self-Assessment of all 9 Standards(SA9) and develop a Comprehensive Strategic Improvement Plan(CSIP). The grant also allowed our team of inspectors to attend the SAVA workshop that year as a top priority. The workshop provided the resources and skills necessary to complete the CSIP and SA9, which provided clear direction and vision for aligning our program with the Retail Food Standards. Track 1 also allowed us to begin working towards achieving Standard 9 by designing a new: Level 1 Risk Factor Study by preparing materials and training staff.

The Track 2 Development Base Grant continued to allowed improvement with several of the Standards and an opportunity to meet and audit 4 separate Standards. The training optional add on allowed our team of inspectors to attend both the CEHA and NEHA to further develop skills for standardizing the consumer protection program. By December 31 2024, our program will have met and audit Standard 1, 2, 5 and 7. Our program was also ale to work towards meeting Standard 9 by collecting risk factor data for new baseline Risk Factor Study.

MORE HERE??

Required Outcome for a Track 3 Base Grant
Work on Standards 1-8
(Continuous Improvement in the Standards and Elements)

For each year of your three-year project period, please select the specific annual goals for work on Standards 1 – 8 that you plan to achieve as part of your project. To be eligible for a Track 3 Maintenance and Advancement Base Grant, work on at least one Standard must be selected for each year of the three-year project period.

For work on Standards 1 - 8, you may request a Fixed Award amount of $30,000 ($10,000 per year), which should be entered in the Requested Amount section at the end of this application.

Example: *If your three-year project plan is to work on Standards 2, 3, and 5, with additional work on Standards 6 and 7 in Year 3, you could use the fields below to enter the specifics of your plan as follows:*

Annual Goals / Project Outcomes for Year 1:
Standard 2 = "Meet and Audit Standard"
Standard 3 = "Partially Achieve Standard"
Standard 5 = No selection if no work is planned

Annual Goals / Project Outcomes for Year 2:
Standard 2 = "Maintain (Standard Met in Prior Year)"
Standard 3 = "Meet and Audit Standard"
Standard 5 = "Partially Achieve Standard"

Annual Goals / Project Outcomes for Year 3:
Standard 2 = "Maintain (Standard Met in Prior Year)"
Standard 3 = "Maintain (Standard Met in Prior Year)"
Standard 5 = "Meet and Audit Standard"
Standard 6 = "Partially Achieve Standard"
Standard 7 = "Meet and Audit Standard

Annual Goals / Project Outcomes for Year 1

Standard 1 - Regulatory Foundation YR1	Maintain (Standard Met in Prior Year)
Standard 2 - Trained Regulatory Staff YR1	Maintain (Standard Met in Prior Year)
Standard 3 - Inspection Program Based on HACCP Principles YR1	Partially Achieve Standard
Standard 4 - Uniform Inspection Program YR1	
Standard 5 - Foodborne Illness and Food Defense Preparedness and Response YR1	Maintain (Standard Met in Prior Year)
Standard 6 - Compliance and Enforcement YR1	Partially Achieve Standard
Standard 7 - Industry and Community Relations YR1	Maintain (Standard Met in Prior Year)
Standard 8 - Program Support and Resources YR1	Partially Achieve Standard

Annual Goals / Project Outcomes for Year 2

Standard 1 - Regulatory Foundation YR2	Maintain (Standard Met in Prior Year)
Standard 2 - Trained Regulatory Staff YR2	Maintain (Standard Met in Prior Year)
Standard 3 - Inspection Program Based on HACCP Principles YR2	Partially Achieve Standard
Standard 4 - Uniform Inspection Program YR2	
Standard 5 - Foodborne Illness and Food Defense Preparedness and Response YR2	Maintain (Standard Met in Prior Year)
Standard 6 - Compliance and Enforcement YR2	Partially Achieve Standard
Standard 7 - Industry and Community Relations YR2	Maintain (Standard Met in Prior Year)
Standard 8 - Program Support and Resources YR2	Partially Achieve Standard

Annual Goals / Project Outcomes for Year 3

Standard 1 - Regulatory Foundation YR3	Maintain (Standard Met in Prior Year)
Standard 2 - Trained Regulatory Staff YR3	Maintain (Standard Met in Prior Year)
Standard 3 - Inspection Program Based on HACCP Principles YR3	Meet and Audit Standard
Standard 4 - Uniform Inspection Program YR3	
Standard 5 - Foodborne Illness and Food Defense Preparedness and Response YR3	Maintain (Standard Met in Prior Year)
Standard 6 - Compliance and Enforcement YR3	Partially Achieve Standard
Standard 7 - Industry and Community Relations YR3	Maintain (Standard Met in Prior Year)
Standard 8 - Program Support and Resources YR3	Partially Achieve Standard

add comment to field
Standard 3 - Inspection Program Based on HACCP Principles YR3:
Meet and Audit Standard

Self-Assessment Date
What was the date of your most recent Self-Assessment of All Nine Standards?
add comment to field
SA9 Date:
11/15/2023

Repeat Self-Assessment of All Nine Standards
Will you be completing an updated Self-Assessment of All Nine Standards (SA9), required once every five years, as part of your three-year project?

If your current SA9 will reach the 4-year mark either just before or during the open period for this three-year grant (June 2024 - December 2027), you may request an additional Fixed Award of $3,000 to update your SA9 within 12 months of its expiration.

EXAMPLE:
- Your most recent SA9 was completed on September 15, 2022.
- It reaches the 4-year mark on September 15, 2026 (update required within 12 months).
- Select "Yes" to confirm an updated SA9 will be completed during your three-year project.
- (After selecting "Yes") Select CY2026 as the year in which the SA9 update will be completed.
- Remember to add an additional $3,000 in the Requested Amount section at the end of this application.
- **If awarded, be sure to complete the updated SA9 during the selected grant year, but after your current SA9 has hit the 4-year mark (for this example, between September 15 and December 31, 2026).**

add comment to field
Yes / No:
Yes

If Yes, enter the Calendar Year you plan to complete your repeat SA9.
add comment to field
CY:
CY2027

Required Outcome for a Track 3 Base Grant
Work on Standard 9

Working to achieve or maintain Standard 9 is a required outcome for a Track 3 Maintenance & Advancement Base Grant. Please use the fields in this section to describe your Standard 9 plans for the 3-year project period.

For your work on Standard 9, you may request a Fixed Award amount of either $15,000 or $30,000 ($5,000 or $10,000 per year), depending on the Risk Factor Study approach you use. Your selected Fixed Award amount should be entered in the Requested Amount section at the end of this application.

Standard 9 Status
Have you already achieved Standard 9 (with Audit passed and paperwork submitted to and approved by FDA), for your current 5-year Self-Assessment period?
add comment to field
Yes / No:
No

Risk Factor Study Approach
Which Risk Factor Study approach are you / will you be using as you work to meet, audit, and eventually maintain of Standard 9?

A **Level 1 Risk Factor Study** uses the "**File Study**" approach which uses routine inspection data from inspections that have already been completed, to retroactively assess the occurrence of risk factors.

A **Level 2 FDA Risk Factor Study** uses the "**Data Collection**" approach to estimate the occurrence of risk factors using observational visits to randomly selected retail food establishments. A "Data Collection" visit has, as its sole focus, observation of food safety behaviors tied to risk factors and is completed seperately from the regulatory inspection.

A third approach, also considered a Level 2 FDA Risk Factor Study, is the "**Hybrid Approach**" which combines elements of the first two, by combining the data collection with a routine inspection. It is suggested that the data collection occur after the routine inspection has been performed.

For detailed descriptions of each approach and much additional information, be sure to refer to FDA's Retail Food Risk Factor Guidance (https://www.fda.gov/media/177280/download?attachment).

Applicants who plan to use a Level 1 Risk Factor Study approach may request a Fixed Award of $15,000 ($5,000 per year) as part of this application.

Applicants who plan to use a Level 2 (FDA) Risk Factor Study approach may request a Fixed Award of $30,000 ($10,000 per year) as part of this application.

add comment to field

Risk Factor Study Approach:

Level 2 - FDA Risk Factor Study / Data Collection OR Hybrid Approach

Standard 9 Objectives for Each Project Year
Please select all of the Standard 9 objectives you plan to achieve during your proposed 3-year project period, keeping in mind that all of these steps are normally completed as part of a continuous, multi-year cycle (often a 5-year cycle). Be sure to read the CY25 NEHA-FDA RFFM Grant Guidance for additional information.
add comment to field
Standard 9 - Planned Objectives YR1:
Collect risk factor data for new (baseline) or ongoing study
add comment to field
Standard 9 - Planned Objectives YR2:
Analyze risk factor data, Complete data analysis report and determine interventions needed
add comment to field
Standard 9 - Planned Objectives YR3:
Implement interventions based on results of data analysis, Meet and Audit Standard 9

Standard 9 Planned Level of Achievement For Each Project Year
As you complete the Standard 9 objectives listed above, please select the level of Standard 9 achievement you plan to attain by the end of each year of your 3-year project.

Example: *If your project plan is to work on Standard 9 in Year 1, Meet and Audit in Year 2, and Maintain in Year 3, use the three drop-down fields below to select:*
- Y1 = "Partially Achieve Standard";
- Y2 = "Meet and Audit Standard"; and
- Y3 = "Maintain Standard (Met in Prior Year)

add comment to field
Standard 9 - Annual Goal / Project Outcome YR1:
Partially Achieve Standard
add comment to field
Standard 9 - Annual Goal / Project Outcome YR2:
Partially Achieve Standard
add comment to field
Standard 9 - Annual Goal / Project Outcome YR3:
Meet and Audit Standard

Mentee Optional Add-On for Year 1 (CY 2025)

As part of your three-year project, would you like to apply to be a Mentee for CY25, which allows you to add an additional Fixed Award amount of $10,000 to your Year 1 project budget? If approved, you will be matched with a Mentor jurisdiction who can help with all aspects of your Track 3 Maintenance and Advancement Base Grant project and advise you on best practices for conforming with the Retail Program Standards.

If you choose to be a Mentee, you may request a Fixed Award amount of $10,000 (for CY25 only), which should be entered in the Requested Amount section at the end of this application. **(In additon to the opportunity to apply for CY25 Mentee funding, all awarded Track 3 grantees will also have the opportunity to competitively apply to be a mentee for CY26 and/or CY27.)**

Mentees will be expected to meet three specific deliverables to receive the full $10,000 Fixed Award. Please see the CY 2025 Grant Guidance for details.

Please note: If you would like to apply to be a Mentor for CY 2025 instead of applying to be a Mentee, select "No" in this section and submit a separate Mentorship / Mentor Optional Add-On application.
add comment to field
Yes / No:
No

Training Optional Add-On for Year 1 (CY 2025)

As part of your three-year project, would you like to apply for the Training Optional Add-On, which allows you to request up to $7,500 for CY 2025 retail food training courses, workshops, and conferences?

If you choose to apply for the Training Optional Add-On as part of your application, be sure to add detailed information in the Budget Worksheet(s) and Justification(s) section below, and add the amount requested (up to a maximum of $7,500) in the Requested Amount section at the end of this application. (All awarded Track 3 grantees will have the opportunity to competitively apply for additional training funds each year for CY26 and/or CY27.)

add comment to field

Yes / No:

Yes

Requested Retail Food Training Courses, Workshops, and Conferences
Please select all of the listed retail food training courses, workshops, and conferences that will be part of your CY25 training request. To select one or more courses, click on each one you would like to attend (you can move either one or several courses at a time) and then use the arrow keys to move selected course(s) from the left box to the right box.

For each course you select, additional fields will be exposed to allow you to enter information about each specific course request.

Important Note: We do understand that course availability, personnel schedules, and changing regulatory needs may result in changes to your training plan during CY25. Please use this section to give us your best estimate, at this point in time, of the training needs you plan to cover with RFFM funding. If you are awarded RFFM training funds, updates can be made to your training plan during the calendar year (prior approval of retail-focused training is required).

add comment to field
Training Courses:
NEHA Annual Educational Conference, Regional Conferences or Seminars, Other Retail Food Conferences or Training

NEHA AEC Location and Dates
Please enter the location and dates for the NEHA Annual Educational Conference that is included in your funding request.
add comment to field

NEHA: Phoenix AZ: 7/14/25-7/17/25

NEHA AEC # of Personnel
Please enter the total number of staff members that are part of your funding request for NEHA Annual Educational Conference attendance
add comment to field
2

NEHA AEC Personnel Names and Titles
Please enter the name and job title for each person that will be covered by your funding request for NEHA Annual Educational Conference attendance
add comment to field

Jenn Chavez: Consumer Retail Inspector
Nicole Stone: Consumer Retail Inspector

REGIONAL Name, Location and Dates
Please enter the name, location and dates for all of the Regional Conferences or Seminars included in your funding request
add comment to field

Regional Conferences
CEHA: 9/25 Breckenridge CO

REGIONAL # of Personnel
Please enter the total number of staff members that are part of your funding request for Regional Conference or Seminar attendance
add comment to field
2

REGIONAL Personnel Names and Titles
Please enter the name and job title for each person that will be covered by your funding request for Regional Conference or Seminar attendance
add comment to field

Jenn Chavez: Consumer Retail Inspector
Nicole Stone: Consumer Retail Inspector

OTHER Name, Location and Dates
Please enter the name, location and dates for all of the Other Trainings, Conferences or Seminars included in your funding request
add comment to field

SA VA Workshop: CDPHE

OTHER # of Personnel
Please enter the total number of staff members that are part of your funding request for Other Training, Conference or Seminar attendance.
add comment to field
2

OTHER Personnel Names and Titles
Please enter the name and job title for each person that will be covered by your funding request for Other Training, Conference or Seminar attendance
add comment to field

Jenn Chavez: Consumer Retail Inspector
Nicole Stone: Consumer Retail Inspector

Capacity Building Optional Add-On
As part of your three-year project, would you like to apply for a Capacity Building Optional Add On to support a Retail Program Standards Coordinator, a Network Coordinator, a blended RPS / Network position (up to 1.0 FTE), or another project that leads to measurable Retail Program Standards conformance? Choosing this option allows you to request up to $300,000 (a maximum of $100,000 per year).

The intent of Capacity Building Optional Add-On funding for CY 2025-2027 is to support personnel that have primary responsibility for increasing conformance with the Retail Program Standards, through a new hire, support for an existing position, or support for multiple positions (not to exceed 1.0 FTE), or for other mechanisms that lead to measurable improvement in Retail Program Standards conformance.

Over time, as a jurisdiction increases in experience and moves closer to meeting all nine Standards, funded personnel are encouraged to take on the role of a Network Coordinator or otherwise support activities that will enable multiple jurisdictions to increase conformance with the RPS. See the CY25 NEHA-FDA RFFM Grant Guidance for additional details.

If you choose to apply for the Capacity Building Optional Add-On as part of your application, be sure to add detailed information in the Budget Worksheet(s) and Justification(s) section below, and add the amount requested (up to a maximum of $300,000) in the Requested Amount section at the end of this application.
add comment to field
Applying for the Capacity Building Optional Add-On? Yes / No:
No

Overall Project Information

Track 3 Development Base Grant Project Title: Gunnison County Retail Food Standards

Project Summary
Please provide a brief description of all selected outcomes of your project, which could include:

1. Required Outcome - Work on Standards 1-8
2. Required Outcome - Work to Meet or Maintain Standard 9
3. Mentee Optional Add-On / Year 1 Only
4. Training Optional Add-On / Year 1 Only
5. Capacity Building Optional Add-On

add comment to field

Outcome 1: Maintain a sound, science based regulatory foundation for the public health program and the uniform regulation of industry. (Standard 1)

Outcome 2: Maintain trained regulatory staff with the skills and knowledge necessary to conduct quality inspections. (Standard 2)

Outcome 3: Adopt a regulatory inspection system that uses HACCP principles to identify risk factors and obtain immediate and long-term corrective action for recurring risk factors.(Standard 3)

Outcome 5: Maintain a systematic approach for the detection, investigation, response, documentation and analysis of alleged food related incidents that involve illness, injury, unintentional or deliberate food contamination. (Standard 5)

Outcome 6: Partially achieve effective compliance and enforcement program that is implemented consistently to achieve compliance with regulatory requirements. (Standard 6)

Outcome 7: Maintain enhanced communication with industry and consumers through forums designed to solicit input to improve the retail food regulatory program. (Standard 7)

Outcome 8: Partially achieve program resources necessary to support an inspection and surveillance system that is designed to reduce risk factors and other factors known to contribute to food borne illness. (Standard 8)

Outcome 9: Gunnison County's Consumer Protection Program will have a targeted intervention based on a risk analysis to reduce food borne illness in the community. (Standard 9)

Project Lead
Please provide the Name and Title of your overall Project Lead (or leads) for your proposed project. **DO NOT enter any additional information here - qualifications and roles will be entered below in the Project Team Qualifications field.**
add comment to field

Elizabeh Holena Program Manager

Project Support Team
Please provide the Names and Titles of additional members of your proposed project team. **DO NOT enter any additional information here - qualifications and roles will be entered below in the Project Team - Roles and Qualifications field.**
add comment to field

Jenn Chavez: Standardized Food Inspector
Nicole Stone: Standardized Food Inspector

Project Team - Roles, Qualifications and Experience, and Contributions
For each project team member, please enter their name, a brief description of their specific project role, their qualifications and experience, the how they will contribute to the success of the project.

Be sure to include information for the Project Lead, Project Support Team members, key contractors, and any other project personnel necessessary for project success.
add comment to field

Elizabeth Holena, Jenn Chavez, and Nicole Stone are full time employees of Gunnison County Department of Health and Human Services(GCDHHS). Elizabeth Holena has been with DHHS for over 13 years, writing, implementing and managing local and state grants in the community. Jenn Chavez has been the county's lead standardized retail food inspector for the past 4 years. Jenn is a highly skilled inspector who has built numerous relationships within the community, helping the industry identify risks and working collaboratively around risk mitigation. Nicole Stone is also a highly skilled inspector who recently became standardized. Nicole has worked diligently in the community to identify risk associated with temporary events and mobile licenses and has built many collaborative relationships with business owners. Nicole has extensive experience as GCDHHS PIO and excels at Emergency Operations and responses. Jenn Chavez will act as the Project Lead, and approximately 125 hours of her salaried time will be paid with project funds.

Project Start Date:
Must be a date between January 1, 2025 and December 31, 2025.
add comment to field
Start Date:
1/1/2025

Project End Date
Must be a date between January 1, 2025 and December 31, 2027.
add comment to field
End Date:
12/31/2027

Project Implementation Plan

Your Project Implementation Plan should cover each of the required outcomes of your three-year project, and any optional add-ons selected, which may include:

1. *Required Outcome -Work on Standards 1-8*
2. *Required Outcome - Work to Meet or Maintain Standard 9*
3. *Mentee Optional Add-On / Year 1 Only*
4. *Training Optional Add-On / Year 1 Only*
5. *Capacity Building Optional Add-On*

Project Implementation Plan
Please provide a detailed narrative of all activities required to achieve your planned project outcome(s) during your 3-year project period.

Please DO NOT include a step-by-step list of Action Steps / Tasks Required in this section; specific steps for this outcome will be entered in the next section.
add comment to field

Program Implementation plan:
Project Purpose:

The purpose of the project is to commit time and resources to support the design, management and capacity of Gunnison County's Retail Food Program with the ultimate goal of reducing the occurrence of food borne illness. The project will identify program areas where our agency can have the greatest impact on retail food safety and advance conformance with the Voluntary National Retail Food Regulatory Program Standards (Retail Program Standards). The project includes promoting wider applications of effective risk-factor intervention strategies and creative solutions to mitigate risk and enhance program integrity. By enhancing uniformity within and between regulatory agencies the project will also improve industry and consumer confidence in the county's food protection program. During the three-year grant cycle the project will meet one new standard (Standard 3) and will partially achieve progress on Standard 6 and 8. During the three-year cycle Standard 9 will be met and audited. The project will utilize a Level 2 Hybrid approach Risk Factor Study, combining data collection from previous and routine current inspections during the three year grant cycle. The county intends to implement targeting intervention strategies in the 3rd year of the grant based on county wide risk analysis.

Project Goal
Utilize the Retail Program Standards to reduce the occurrence of foodborne illness in Gunnison County over a three-year grant cycle

Scope:
Focusing on the reduction of risk factors known to cause or contribute to foodborne illness, the scope of the project will be to utilize the standards to improve the existing consumer protection program. The project will utilize annual self-assessments and verifications of the standards, along with the CSIP, to evaluate the effectiveness of the food safety interventions. The project will

also provide a procedure for stabling a database on the occurrence of risk factors that will track results of the program over time

Outputs:
Gunnison County will use Retail Food Standards self-assessment/audit verification tools as a framework for program tasks. The work sheets for each standard will outline specific required steps, criteria and elements. For Standard 3, (Inspection Program based on HACCP Principles) our program will design and utilize an inspection form that identifies foodborne illness risk factors and interventions as well as compliance and enforcement activities. In addition, the program will implement appropriate risk assignment categories, grouping food establishments into at least 3 categories based on potential and inherent food safety risks. The program will also develop and implement policy that requires onsite corrective actions, discussion of long-term control of risk factors, and follow up activities. The program will establish written polices regarding the verification and validation of HACCP plans and policies that address code variance request related to risk factors and interventions. Standard 9 include completing a study on the occurrence of foodborne illness risk factors that includes data for each facility type. Data from the study will be available that shows the results of the data collection and provides quantitate measure to assess trends and occurrence for food born illness risk factors over time. The project will initiate a targeted intervention strategy designed to address the occurrence of the risk factors identified in the risk factor study. Progress will be made on Standard 6 and 8, initiating development of written protocols for compliance enforcement and program resources.

Roles and responsibilities: The project will be lead by Program Manager Elizabeth Holena. Retail Inspectors Jenn Chavez and Nicole Stone will be responsible for obtaining required education necessary to further the standards as well as assisting with completion of task and self audits.

Progress and measurement:
Progress or barriers towards goals will be identified in weekly team meetings and will be tracked utilizing Management for Results, a result-oriented framework for program management implement by Gunnison

Action Steps / Tasks Required
Please use numbered Action Steps (Step 1, Step 2, Step 3, etc.) to summarize the milestones you will meet to complete all of the planned outcomes for your proposed project by the end of the project period.
add comment to field

Standard 3 Tasks

Action Step

1. Develop an inspection form that identifies foodborne illness risk factors and Food Code interventions
2. Develop an inspection form that identifies compliance and enforcement activities
3. utilize a risk assessment to group food establishments into at least 3 categories based on their potential and inherent food safety risks
4. Write and implement policy that requires on-site corrective actions for foodborne illness risk factors
5. Write and implement policy that requires discussion for long term control of foodborne illness risk factors
6. Write and implement policy that requires follow-up activities on foodborne illness and risk violations
7. Write and implement policy on variance request related to foodborne illness risk factors and Food Code interventions
8. Write and implement policy for the verification and validation of HACCP plans, when a HACCP plan is required by the Code.

Standard 6 Tasks

1. Create written step by step compliance and enforcement procedure that describes what actions and tools, forms, documents, interventions are to be used to achieved compliance.

2. Create written inspection form that records and quantifies the compliance status of foodborne illness risk factors, food code interventions, and other serious code violations.

Standard 7 Task:
1. Provide two outreach activities each year providing education for food safety and providing opportunity for community and retail industry engagement.

Standard 8 Tasks:
1. Create written documentation, that demonstrates a staffing level of one FTE for every 280-320 retail food program inspections performed OR THE STAFFING LEVEL set by the jurisdiction.

2. Demonstrate through written records, equipment inventories, or actual observation that each retail food program inspector has a head cover, thermocouple, flashlight, sanitization test kit, heat sensitive tapes, or maximum registering thermometer, and necessary forms and administrative material

3: Create written procedures for obtaining the use of computers, cameras, black lights, pH meters, foodborne illness kits, sample collection kits, data loggers, and cell phones in the case this equipment is not part of our agencies general inventory.

Standard 9 Tasks:
1. Complete a study on the occurrence of foodborne illness risk factors
2. Complete a report that shows the results of the data collection
3. Quantitate measurements upon which to assess the trends and occurrence of foodborne illness risk factors over time
4. Target interventions to address the occurrence of the risk factors identified in the risk factor study

Individual Lead(s)
Please list the name (or names) of the individual lead(s) who will be responsible for completing each Action Step to ensure completion of your project plan by the end of the project period.
add comment to field

Jenn Chavez and Nicole Stone will participate equally in completing action steps.

Required Document - Comprehensive Strategic Improvement Plan (CSIP)

Comprehensive Strategic Improvement Plan (CSIP)
Click the "+" sign below to attach a copy of your up-to-date Comprehensive Strategic Improvement Plan (CSIP), covering your agency's long-term plans for work on all nine Standards. Attachment of a CSIP is REQUIRED for submission of a Track 3 Maintenance and Advancement Base Grant application.

The CSIP is considered a multi-year planning document intended to serve as a resource tool for your jurisdiction, guiding your progress as you work to progressively conform to the Retail Program Standards. It must cover your plans for all nine Standards, even if much of that work is outside the scope of your grant application

For CSIP instructions and reporting forms, see the following webpage on the NEHA-FDA RFFM Grant Program site: **https://www.neha.org/retail-grants-csip** .

add comment to field
CSIP

- CSIP_Gunnison_11.11.24 .pdf | Application get | Page white magnify | Delete
  GR - Comprehensive Strategic Improvement Plan (CSIP)
  Added by Elizabeth Holena at 3:03 PM on November 11, 2024

Budget Worksheet(s) and Justification(s)

Budget Worksheets and Justifications are only required for applicants who have selected either the Training Optional Add-On or the Capacity Building Optional Add-On. ***If you have not selected one or both of those options, you can skip down to the Requested Amount section.***

Budget Worksheets

For applicants who have selected the Training Optional Add-On*, use the Training Optional Add-On Budget Worksheet section below to add a single Budget Worksheet with estimated costs covering all of your CY25 Training requests.*

For applicants who have selected the Capacity Building Optional Add-On*, use the Capacity Building Optional Add-On Budget Worksheet section below to add three (3) separate Budget Worksheets with estimated costs covering all of your CY25, CY26, and CY27 Capacity Building Costs.*

Budget Worksheet Instructions

Follow the instructions below to complete your **Budget Worksheet(s)** only if you have selected the Training Optional Add-On or the Capacity Building Optional Add-On in this application.

1. Click the symbol to the right of either or both of the **Budget Worksheet** headers to create a Budget Worksheet.
2. Enter a name for each Budget Worksheet (Example: CY25 Training Request).
3. Enter a Start Date and an End Date.
4. Complete all lines needed to build your budget.
5. Click the **Save** button at the bottom right of the Budget Worksheet.
6. Click **Save** at the bottom of the application.
7. Repeat for each additional Budget Worksheet needed (if applicable).

Once at least one Budget Worksheet has been added and saved:

- You can open and edit any of your Budget Worksheets by hitting the icon.
- You can delete a Budget Worksheet by using the sign.
- DO NOT CLICK the link under Budget Period--clicking this link will navigate away from the request. **If you are editing the form, your changes will be lost.**



CY25 Training Optional Add-On Budget Worksheet Page white excel Add

Budget Period	Budget	Actual	
Training Costs: 1/1/2025 to 12/31/2025	7,500	0	Page edit Delete
Total	7,500	0	

Only required if the Training Optional Add-On is selected for this application.

One Budget Worksheet is required for applicants requesting Training funds.

Maximum requested amount is $7,500 for CY 2025 Retail Food Training Course, Workshops, or Conferences.

CY25-27 Capacity Building Add-On Budget Worksheets Add

No CY25-27 Capacity Building Add-On Budget Worksheets have been added

Only required if the Capacity Building Optional Add-On is selected for this application.

Three (3) separate Budget Worksheets are required for applicants requesting Capacity Building funds (estimated costs for CY25, CY26, and CY27) .

Maximum requested amount is $300,000, with no more than $100,000 requested in a single year.

Budget Justifications

Budget Justifications - *Please add sufficient detail to fully explain all of the costs, and all cost assumptions, for any Budget Worksheet(s) attached to your application.* ***Budget Justification information is only required for those requesting Training (CY25 only) or Capacity Building Funds (CY25, CY26, and CY27).***

add comment to field

Budget Justification YR1 (CY25 Training, CY25 Capacity Building):

Budgeted cost include the cost of airline fare, local transportation, lodging and food which can not be accommodated by other revenue. Gunnison County is a rural isolated mountain community that requires extensive travel to attend conferences. The cost considers difficulty to reach the nearest airport which is over four hours away.

add comment to field

Budget Justification YR2 (CY26 Capacity Building):

NA

add comment to field

Budget Justification YR3 (CY27 Capacity Building):

NA

Requested Amount

Requested Amount (three-Year Project)

Please enter the total Requested Amount for your entire three-year project period. Your Requested Amount should include:

- **$30,000** for work on Standards 1-8 *(Required, Fixed Award)*
- **$15,000** (File Study approach) or **$30,000** (Data Collection OR Hybrid approach) for work on Standard 9 *(Required, Fixed Award)*
- If applicable, **$3,000** to update your SA9 within 12 months of its expiration *(Fixed Award)*
- If selected, **$10,000** to be a Mentee for CY 2025 *(Optional, Fixed Award)*
- If selected, **up to $7,500** for CY25 Training *(Optional, CY25 Budget Worksheet Required)*
- If selected, **up to $300,000** for Capacity Building *(Optional, Three Annual Budget Worksheets Required).*

Your Requested Amount must be between **$45,000** (required base outcomes including a Level I PHM) and **$380,500** (if all options are selected at the maximum funding levels).
add comment to field
Requested Amount:
$70,500.00

Once you have entered your Requested Amount, select Save at the bottom of the form.

When you have checked all of your entries and are ready to submit your application, select **Submit** and follow the instructions on the screen. If there are any errors in your application, often required fields that have not been completed, make the corrections identified, and again hit **Save** and then **Submit**.

After you receive the message saying that your submission has been successful, refresh your browser and verify that your application has moved to the "Submitted Applications" section on the left menu. Note that it may take a minute or two for the site to reindex.

1. (1) People
2. (1) Orgs
3. Payments
4. Reports
5. (1) Grantee Budgets
6. Project Team Qualifications

- Submit

- Edit
- Add As Favorite

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Budget Justification for State of Colorado Departm

Action Requested: Discussion

Parties to the Agreement: Colorado Department of Public Health and Environment

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

Summary:

Prevention Services Division Budget Justification Form- Revisions Requested for:
Regional Grant Coordinator

Fiscal Impact:

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
Legally sufficient however the contract amendments (Option 2 and Option 1) do not have signature space for Contractor (the County) which is unclear to me. SO 11/21/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 11/21/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

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OPTION LETTER #1

State Agency: **Colorado Department of Public Health and Environment** **4300 Cherry Creek Drive South** **Denver, Colorado 80246**	Original Contract Number: **2024*0222**
Contractor: **Board of County Commissioners of Gunnison County** **(a political subdivision of the state of Colorado)** **200 East Virginia Avenue** **Gunnison CO 81230-2297** **for the use and benefit of the** **Gunnison County Department of Health and Human Services** **225 North Pine Street, Suite E** **Gunnison CO 81230-2333**	Option Letter Contract Number: **2024*0222 Option Letter #1**
Contract Performance Beginning Date: **July 1, 2023**	Current Contract Expiration Date: **June 30, 2025**

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2024*0222	$0.00	$349,960.00	$0.00	07/01/2023-06/30/2024	$349,960.00
Option Letter #1	2024*0222 Option Letter #1	$0.00	$350,000.00	$0.00	07/01/2024-06/30/2025	$350,000.00
					Current Contract Maximum Cumulative Amount	$699,960.00

1) **OPTIONS**
   - **A.** Option to extend for an Extension Term.
   - **B.** Option to change quantity of services under the Contract.

2) **REQUIRED PROVISIONS**:
   - **A.** In accordance with Section 2C of the Original Main Task Order Contract referenced above, the State hereby exercises its option for an additional term, beginning July 1, 2024 and ending on the current contract expiration date shown above, at the rates stated in the Original Task Order Contract, as amended for the following reason: **To extend the contract into Fiscal Year 2025**.
   - **B.** In accordance with Section 5Bv of the Original Main Task Order Contract referenced above, the State hereby exercises its option to **Increase** the quantity of the **Services** at the rates stated in the Original Task Order Contract, as amended. Exhibit C, Budget is deleted and replaced in its entirety with Exhibit C, Budget attached to this Option Letter, for the following reason: **To add funds supporting the renewal term Statement of Work activities and deliverables**.

2) **OPTION EFFECTIVE DATE:**
   - A. The effective date of this Option Letter is upon approval of the State Controller or July 1, 2024, whichever is later.

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SIGNATURE PAGE

STATE OF COLORADO **Jared S. Polis, Governor** Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD**
DocuSigned by: Chelsea Gilbertson 2C1391241652481... By: Signature	DocuSigned by: Jannette Scarpino 8CA04B14546748A... By: Signature
Chelsea Gilbertson Name of Executive Director Delegate	Jannette Scarpino Name of State Controller Delegate
Director of Procurement and Contracts Title of Executive Director Delegate	Chief Financial Officer Title of State Controller Delegate
Date: 2024-05-15	Option Effective Date: 2024-05-15

-- Signature Page End --

COLORADO
Department of Public Health & Environment

Version 6.2023

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2024*0222

Contractor Name	GUNNISON COUNTY	**Program Contact Name, Title, Phone and Email**	Erika Stoerkel Regional Grants Coordinator 970-641-7695 estoerkel@gunnisoncounty.org
Budget Period	07/01/2024 - 06/30/2025	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise Accountant 970-641-7679 jwise@gunnisoncounty.org
Project Name	West Central Public Health Partnership (WCPHP) Tobacco Education Project	**Contract (CT or PO) Number**	CT FHLA 2024*0222

Expenditure Categories

Personal Services
Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
	Line not open				$ -

Personal Services
Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Regional Grants Coordinator	Point of Contact for regional grant management, coordinates, completes grant deliverables with regional subcontractors and conducts/manages tobacco control work on behalf of Montrose County.	$ 34.57	$ 9.50	927.00	$ 40,852.89
Community Health Manager	Coordinates regional meetings for local public health agency directors, including STEPP regional grant. Provides oversight on contracting, budget, supervision of staff, strategic direction.	$ 50.51	$ 16.50	50.00	$ 3,350.50

Cultural Community Educator	Gunnison County specific staff, provides Spanish interpretation, outreach for Tobacco prevention presentations, focus groups, youth/adult events, coalition meetings, social media. Facilitates Trusted Adult trainings, focus groups, connects Spanish speaking youth to cessation resources, translates/analyzes Spanish focus group or key informant data.	$ 27.09	$ 9.00	468.00	$ 16,890.12
Prevention Program Coordinator	Gunnison County specific staff, Prevention Program Coordinator ensures deliverable execution including data presentations, policy work, adult/youth tobacco education, social media management, evaluation.	$ 32.00	$ 9.00	468.00	$ 19,188.00
				Total Personal Services (including fringe benefits)	**$ 80,281.51**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Printing/Copying	Copying needs estimated at 300 copies per month based on historical costs of $.04 per copy ($10/mo.) for project.	$ 10.00	12.00	$ 120.00
Postage	Standard rate postage to distribute tobacco educational materials to community partners, tobacco retailers. Projected usage of $15/quarter based on historical expenditures.	$ 15.00	4.00	$ 60.00
Computers	Gunnison County charges $3,000/year for a laptop. FTE is 1.125% , requesting $3,000 for computer costs, other funding sources will cover the remainder of the costs. Monthly cost is = $250/ month x 12 months.	$ 250.00	12.00	$ 3,000.00
Phone	Gunnison County charges $35/month for a cell phone - 28% Cultural Community Educator ($9.80/month), 25% Prevention Program Coordinator's time dedicated to project ($8.75/month) - $18.55/month in total.	$ 18.55	12.00	$ 222.60
Office Supplies	Office supplies used only for the project, including pens, paper, paper clips, notepads, printer ink, based on historical costs estimated at $9/month based on historical expenditures.	$ 9.00	12.00	$ 108.00
Community Meal Incentives	Light meals for Tobacco Prevention Parenting/Planning Meetings, 1.5-2 hours duration. Between parent work schedules, student extracurricular activities, scheduling over mealtimes is unavoidable, increases reach, participation. Estimated $15 per person with 25 attendees ($15 x 25ppl = $375) at a total of 2 meetings ($750). Meeting food during regional planning meetings for creating Implementation Plan, Gathering partners for a day long meeting. $15 per person x 25 people x 2 meeting = $750. Total is $1,500. ***Excluded from IDCs**	$ 15.00	100.00	$ 1,500.00
Event Supplies	$50 for event supplies (including flipchart paper, markers, signage) x 5 events, based on historical costs.	$ 50.00	5.00	$ 250.00

Event rental	Space rental, $100/event x 4, based on historical costs.	$ 100.00	4.00	$ 400.00
Community Compensation	Compensation for lived experience/expertise provided by diverse community members. $25/event x 49 attendees for community engagement meetings/focus groups for attendees not compensated through employer. ***Excluded from IDCs**	$ 25.00	49.00	$ 1,225.00
Community Mileage	Removing barriers to community engagement by mileage reimbursement: $.66/mile x 185 miles, estimated at 3 round trips from Gunnison to Crested Butte @ 61.67 miles each. ***Excluded from IDCs**	$ 0.66	185.00	$ 122.10
Print Media, Onscreen Media, Social Media	Print media to promote tobacco education, prevention, treatment: rodeo sign @ $500 a year, 2 newspaper ads @ $50/ad for community trainings = $600. Additional social media or newspaper ads estimated at $33/month x 12 months = $400. Prior to purchase/placement of all paid media, a media plan must be submitted/approved by STEPP for campaign, call-to-action, etc.	$ 1,000.00	1.00	$ 1,000.00
Registration Fees	In-state conference/training registration fees for project personnel to attend STEPP-approved trainings offered throughout the fiscal year, in order to build tobacco expertise, equity literacy and professional development 100% cost of registration when a tobacco-focused training; for general public health opportunities (Public Health in the Rockies or Shared Risk and Protective Factors conferences) the percentage allocated not to exceed percentage of attending personnel's FTE on the project. Budgeting for a tobacco-focused training, costs will be invoiced as allocable for non tobacco-specific conferences/training/professional development. $300 x 3 staff (Regional Grants Coordinator, Cultural Community Educator, Prevention Program Coordinator).	$ 300.00	3.00	$ 900.00
			Total Supplies & Operating	**$ 8,907.70**

Travel

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage	Regional travel (estimated at 900 miles) to an in-state conference for professional development(estimated at 700 miles). Staff will be asked to travel to conferences together.	$ 0.66	1,600.00	$ 1,056.00
Lodging	Regional travel, in-state conference for professional development (will be allocated appropriately to this grant), lodging estimate of $174 depending on location, 4 staff (Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator) x 3 nights = 12 nights.	$ 174.00	12.00	$ 2,088.00
Meals/Per Diem	Regional travel, in-state conference for professional development, per diem $69/day (will be allocated appropriately to this grant), 4 staff (Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator) x 3 days = 12.	$ 69.00	12.00	$ 828.00

Parking or Other Allowable Travel Expenses	Regional travel, Public Health Conference parking or other allowable travel expense, estimated at $20/day x 4 days. Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator.	$ 20.00	4.00	$ 80.00
			Total Travel	**$ 4,052.00**

Contractual

Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Delta County	Subcontractor conducts ongoing community education on tobacco-focused community assessment findings, development/implementation of implementation plan, capacity-building activities, community engagement, completion of deliverables. Personnel Time/Fringe: $33,481 (.53 FTE) Supplies/Operating: $3,680 Travel: $1,886 Indirect (17.78%): $5,953	$ 45,000.00	1.00	$ 45,000.00
Silver Thread Public Health District	Subcontractor conducts ongoing community education on tobacco-focused community assessment findings, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: $76,279 Supplies/Operating: $4,000 Travel: $1,540 Indirect (10%) $8,181	$ 90,000.00	1.00	$ 90,000.00
Ouray County	Subcontractor conducts ongoing community education on tobacco-focused community assessment, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: $39,000 Supplies/Operating: $1,000, Travel $1,000 Indirect (10%): $4,000.	$ 45,000.00	1.00	$ 45,000.00
San Miguel County	Subcontractor conducts ongoing community education on tobacco-focused community assessment findings, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: $39,000 Supplies/Operating: $1,000 Travel: $1,000 Indirect (10%): $4,000	$ 45,000.00	1.00	$ 45,000.00
Health Equity and Language Services TBD	Subcontractor provides equity/language services for regional tobacco prevention project, with a deliverable of increased community engagement in tobacco profile, implementation plan. Opportunity to be advertised on Gunnison County website with applications reviewed by subgroup of WCPHP. Services of contract will meet expected deliverable.	$ 100.00	1.00	$ 100.00

Montrose County	Gunnison County staff cover the tobacco control work for Montrose, community engagement, ongoing community education on tobacco-focused community assessment findings, development/implementation of regional implementation plan, completion of deliverables. Services of contract will meet expected deliverable of increased community engagement.	$ 100.00	1.00	$ 100.00
			Total Contractual	**$ 225,200.00**
			SUB-TOTAL OF DIRECT COSTS	**$ 318,441.21**

Indirect

Item	Description of Item	Total Amount Requested from CDPHE
CDPHE-Negotiated Indirect Cost Rate	CY 2024 approved CDPHE-negotiated rate: 15.00% of Total Direct Costs excluding capital expenditures, rent, and participant incentives. ***Grantee electing to apply 10% indirect rate to Total Direct Costs excluding capital expenditures, rent, and participant incentives.**	$ 31,558.79
	Total Indirect	**$ 31,558.79**
	TOTAL	**$ 350,000.00**

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TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment Prevention Services Division - Tobacco 4300 Cherry Creek Drive South Denver CO 80246	**Contractor** Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333
Master Task Order Contract Number 23 FAA 00023 **Task Order Number** 2024*0222	**Task Order Performance Beginning Date** **The later of the Task Order Effective Date or** July 1, 2023
Task Order Maximum Amount **Initial Term** State Fiscal Year 2024 $349,960.00	**Task Order Expiration Date** **June 30, 2024** Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement **Contractor Shall Invoice:** Monthly **Funding Source:** Federal $0.00 State $349,960.00 Other $0.00	**Miscellaneous:** Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 **Procurement Method:** Exempt **Solicitation Number (if any):** N/A
State Representative Natalya Verscheure Branch Manager Prevention Services Division, Health Promotion and Chronic Disease Prevention Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 natalya.verscheure@state.co.us	**Contractor Representative** Erika Stoerkel Regional Grants Coordinator Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 estoerke@gunnisoncounty.org
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A Additional Provisions Exhibit B Statement of Work Exhibit C Budget	
Contract Purpose This public health project serves to reduce the burden of tobacco use as well as prevent the initiation of tobacco use among Coloradans.	

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In accordance with **§4.B** of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. **PROJECT DESCRIPTION**
   Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein ("the SOW"). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. **PAYMENT**
   The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. **PERFORMANCE PERIOD**
   Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. **TASK ORDER EFFECTIVE DATE:**
   The Effective Date of this Task Order is upon approval of the State Controller or **July 1, 2023,** whichever is later.

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR
Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
for the use and benefit of the
Gunnison County Department of Health and Human Services

DocuSigned by:
D9072877979D4CD...

By: Signature

Jonathan D. Houck

Name of Person Signing for Contractor

Chair-Gunnison County BOCC

Title of Person Signing for Contractor

Date: 2023-05-04

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Public Health and Environment
Jill Hunsaker Ryan, MPH, Executive Director

DocuSigned by:
Lisa McGovern
2EDF870A1A7D4FC...

By: Signature

Lisa McGovern

Name of Executive Director Delegate

Procurement & Contracts Section Director ft

Title of Executive Director Delegate

Date: 2023-05-04

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Jannette Scarpino
8CA04B14546748A...

By: Signature

Jannette Scarpino

Name of State Controller Delegate

Chief Financial Officer

Title of State Controller Delegate

Effective Date: 2023-05-04

--Signature Page End--

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EXHIBIT A

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated 04/25/2022 Task Order Routing Number 2024*0222

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Tobacco Program Generalist via email at cdphe_stepp_pg@state.co.us.

   Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

   Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

   The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

2. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have **fifteen (15)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **fifteen (15)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **fifteen (15)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within **fifteen (15)** calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

   The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total

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budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification.

5. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.

6. Contractor shall not use State funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).

7. All data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.

   Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Contract and in accordance with professional standards.

8. If Contractor indicates full expenditure of funds under this Contract by **March 31st** of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than **March 31st** of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by **March 31st**, CDPHE will reallocate unspent funds without any penalties to the Contractor.

   Upon receipt of timely written notice of an objection by the State for inability to fully expend funds, the Contractor shall have a reasonable period of time not to exceed ten (10) calendar days to respond to the action. If no dispute is received by the State within ten (10) calendar days, the State has the option to reduce the current budget for the current year and any upcoming budget for future contractual agreements.

9. Funds provided under this Contract may not be used to: supplant funding for any existing programs/ models; develop new cessation programs/models; develop curricula for youth or adults not reviewed and approved by the State; pay for individual cessation aids or nicotine replacement therapy; fund capital improvements; or fund costs of enforcement of state or local laws and ordinances unless approved by CDPHE.

10. Contractor affirms that it maintains no affiliations or contractual relationships, direct or indirect, with tobacco companies, owners, affiliate, subsidiaries, holding companies or companies involved in any way in the production, processing, distribution, promotion, sales, or use of tobacco.

11. Publications, presentations, or public events resulting from Amendment 35 Tobacco Grants Program funding must include the following acknowledgment of grant support and disclaimer:

    Funding for this event/project/program was provided (in part) by Amendment 35 Tobacco Education, Prevention and Cessation Grant Program funding. The views expressed do not necessarily reflect the official policies of, nor does the mention of imply endorsement by, the Colorado Department of Public Health and Environment.

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EXHIBIT B

STATEMENT OF WORK
To Original Contract Number CT FHLA 2024*0222

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County Department of Health and Human Services

II. Project Description: This public health project serves to reduce the burden of tobacco use as well as prevent the initiation of tobacco use among Coloradans. In Colorado, tobacco use is the single most preventable cause of death as well as disease, accounting for more than 5,100 deaths each year. In addition, it costs the state more than $1.8 billion in health care expenditures as well as more than $1 billion in lost productivity each year. The 2030 Education, Prevention and Cessation Tobacco Strategic Plan recommends taking steps to accelerate the decline in tobacco use among populations that have not equitably benefited from commercial tobacco control efforts to date. Through evidence-based, culturally-responsive strategies that prevent, postpone, and treat chronic disease, improve health promotion and prevention policy, transform health care delivery and integrate community as well as clinical care prevention efforts through creating in addition to maintaining comprehensive tobacco control programming to benefit communities in the Contractor's catchment area.

Comprehensive commercial tobacco control strategies are designed to lower the number of illnesses, disabilities, as well as fatalities caused by tobacco use. A multi-pronged approach will be used to accomplish:1) Community education on policies that influence tobacco use/reduce health disparities; 2) Authentic community engagement to create community-specific tobacco prevention activities; 3) Promotion of culturally-tailored tobacco treatment resources; 4) Education on survey data specific to tobacco priority populations; 5) Building/maintenance of the Contractor's tobacco subject matter expertise ; 6) Implementation of evidence-based tobacco program interventions as identified in the CDPHE-provided local public health agency framework.

The goal of this health project is to promote community-based commercial tobacco control work as identified by the Tobacco Education, Prevention and Cessation Program. Funding of this project was created by Colorado Revised Statutes 25-3.5-804 that supports funding for community-based and statewide tobacco education programs designed to reduce initiation of tobacco use by youth, promote cessation of tobacco use among youth, as well as reduce exposure to secondhand smoke as well as vapor.

III. Definitions:

1. **Authentic Community Engagement**: a two-way exchange of information/ideas/resources to offer opportunities for communities to exercise power in decision-making
2. **Business Days:** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
3. **Catchment Area**: geographic area(s) in which the Contractor performs tobacco grant work.
4. **CDC**: Centers for Disease Control and Prevention
5. **CDPHE**: Colorado Department of Public Health and Environment
6. **Commercial Tobacco**: Harmful products that are made and sold by tobacco companies. This is distinct from "traditional tobacco" used by Native American people and other groups for religious or ceremonial purposes.
7. **Equitable enforcement:** a process of ensuring compliance with law and policy that considers and minimizes harm to people affected by health inequities.
8. **Healthy Kids Colorado Survey**: a survey on the health/well-being of young people and school health policies/practices that support youth health
9. **Implementation Plan**: documented steps needed to implement the Contractor's tobacco project plan

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10. **LPHA**: Local Public Health Agency
11. **Organizational Policy**: a course or method of action selected by an organization to guide decisions on matters of public interest/social concern.
12. **Place-Based**: Approaches, community and stakeholder agencies collaborate to address health and contextual factors influencing the social well-being of a population within a defined geographic location.
13. **Priority Populations**: populations disparately affected due to higher tobacco use/prevalence and that will be affected by an intervention.
14. **Quarterly:**
    a. Quarter 1: July 1 – September 30
    b. Quarter 2: October 1 – December 31
    c. Quarter 3: January 1 – March 31
    d. Quarter 4: April 1 – June 30
15. **Quit Attempts:** attempt to stop smoking
16. **Second Chance program**: a web-based, interactive, self-directed alternative to a suspension education program for youth who have violated a tobacco policy at school or a tobacco law in the community.
17. **SFY**: 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.
    a. FY24: July 1, 2023 through June 30, 2024
    b. FY25: July 1, 2024 through June 30, 2025
    c. FY26: July 1, 2025 through June 30, 2026
18. **STEPP**: State Tobacco Education and Prevention Partnership
19. **STEPP Project Officer**: STEPP program contact
20. **Strategic Plan**: 2030 Colorado Commercial Tobacco Control Strategic Plan
21. **TTA**: Training and Technical Assistance
22. **TFCP**: Tobacco-focused Community Profile
23. **Tobacco Grants Program**: STEPP
24. **Youth**: individuals between ages 18 to 24 years old
25. **Workflow**: a series of tasks – how tasks are accomplished, in what order, and by whom

IV. Work Plan:

Goal #1: Advance health and racial equity by improving the health of all Coloradans, with a specific focus on priority populations, through strategies that focus on health promotion, prevention, as well as access to health care.	
Objective #1: No later than the expiration date of this contract, advance the implementation of evidence-based, culturally responsive, community-oriented tobacco control strategies that align with the 2030 Education, Prevention and Cessation Tobacco Strategic Plan.	
Primary Activity #1	The Contractor shall complete a tobacco-focused community profile (TFCP).
Sub-Activities #1	1. The Contractor shall conduct a community needs/readiness assessment to identify the most appropriate opportunities related to the following:

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	a. tobacco policy change. b. improving accessibility of tobacco treatment. c. improving utilization of tobacco treatment. d. advancing youth-oriented awareness of the dangers of tobacco products. e. community education. f. reductions in exposure to second-hand smoke as well as vapor.
Primary Activity #2	The Contractor shall, in collaboration with the designated Colorado Department of Public Health and Environment (CDPHE) STEPP Program Officer, draft an implementation plan outlining the following: 1. The strategy(ies) in which the project will focus, based on the information in the TFCP. 2. The detailed steps which the Contractor shall take to address the objective of this agreement.
Sub-Activities #2	1. The Contractor shall plan to sign the final implementation plan agreed upon with CDPHE. 2. The Contractor shall update the implementation plan at a minimum annually. 3. The Contractor shall prepare to sign the implementation plan each time the plan changes.
Primary Activity #3	The Contractor shall implement activities listed in the CDPHE-approved annual implementation plan.
Primary Activity #4	The Contractor shall implement capacity-building activities as identified in the CDPHE-provided local public health agency framework.
Primary Activity #5	The Contractor shall facilitate the reduction of tobacco-related health disparities among priority populations in the Contractor's catchment area.
Sub-Activities #5	1. The Contractor shall build community understanding of the following as tobacco control strategies are introduced at the local level: a. tobacco-related health disparities among priority populations b. importance of policies that influence tobacco use.
Primary Activity #6	The Contractor shall implement the tobacco policy change processes designed to reduce prevalence/initiation of tobacco use through the adoption of tobacco policy changes.
Sub-Activities #6	1. The Contractor shall use the CDPHE-provided local public health agency framework. 2. The Contractor shall build community understanding of tobacco policy changes designed to reduce prevalence/initiation of tobacco use. 3. The Contractor shall use the promotion of tobacco-free social norms to prevent tobacco use initiation among youth/young adults through. 4. The Contractor shall promote tobacco treatment as part of tobacco policy change activities.
Primary Activity #7	The Contractor shall implement the tobacco policy change processes designed to reduce exposure to secondhand smoke as well as vapor, through the adoption of tobacco policy changes.

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Sub-Activities #7	1. The Contractor shall use the CDPHE-provided local public health agency framework. 2. The Contractor shall build community understanding of tobacco policy changes designed to reduce exposure to secondhand smoke/vapor. 3. The Contractor shall provide education to community members that facilitates the following: a. Adoption of place-based smoke/vapor/tobacco-free policies b. Implementation of place-based smoke/vapor/tobacco-free policies c. Equitable enforcement of place-based smoke/vapor/tobacco-free policies d. Promotion of tobacco treatment resources. 4. The Contractor shall provide a copy of the following in the event that the Contractor's catchment area passes new local tobacco ordinances as well as tobacco-related organizational policies: a. local tobacco ordinances b. local tobacco-related organizational policy
Primary Activity #8	The Contractor shall facilitate access to/uptake of evidence-based tobacco treatment services through the use of culturally-appropriate strategies.
Sub-Activities #8	1. The Contractor shall use the CDPHE-provided local public health agency framework. 2. The Contractor shall promote widespread adoption of tobacco treatment interventions, including environmental approaches, in a variety of clinical/community settings. 3. The Contractor shall provide education/technical assistance to: a. maximize opportunities to screen for tobacco use b. link tobacco users to evidence-based tobacco treatment. 4. The Contractor shall implement the reduction of barriers to accessing cessation services by collaborating with clinical/community entities to: a. assess the current status of tobacco screening/intervention b. integrate treatment/referral processes into existing medical/social care settings c. promote the availability of low/no cost cessation benefits, including those offered through the: i. Colorado QuitLine ii. Medicaid. d. Where applicable, the Contractor shall support the adoption of tobacco-free policies.
Primary Activity #9	The Contractor shall complete all required grant reporting requirements.
Sub-Activities #9	1. The Contractor shall complete quarterly progress reports on a CDPHE-approved Quarterly Progress Report template. 2. The Contractor shall complete annual progress reports on a CDPHE-approved Annual Progress Report template. 3. The Contractor shall complete a final project report on a CDPHE-approved Report template.

Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall adhere to the Best Practices User Guides. This information is located on Tobacco Free CO website http://www.tobaccofreeco.org and made a part of this contract by reference. 3. The Contractor shall adhere to the requirements in the CDPHE-provided local public agency framework. This information is located on Centers for Disease Control and Prevention website https://www.cdc.gov/tobacco/stateandcommunity/guides/pdfs/best-practices-youth-engagement-user-guide.pdf and made a part of this contract by reference. 4. CDPHE will provide the Contractor with the local public health agency framework at the beginning of each SFY. 5. The Contractor shall plan to prioritize priority populations as defined in the Strategic Plan as well as CDPHE local public health framework in all work to reduce tobacco use in settings to include: a. schools. b. multi-unit housing. c. behavioral health care systems. d. social services settings. e. municipal settings. f. other settings, as identified by community needs. This information is located on the Tobacco Free Colorado website https://drive.google.com/file/d/1vBTrhurde7KSkJQYtDAS4YTe1DM-wTQy/view?usp=sharing and is incorporated and made a part of this contract by reference. 6. The Contractor shall use the Best Practices User Guide, in all efforts to educate the community/policy makers about tobacco control policies which reduce tobacco use, utilize a youth/adult task force model of community mobilization. 7. The Contractor shall obtain approval from CDPHE prior to beginning activities outlined in the implementation plan. 8. CDPHE will review the implementation plan within 21 business days of submission. 9. The Contractor shall prepare to make any necessary modifications to the implementation plan within 30 business days of notification by CDPHE. 10. CDPHE will approve the implementation plan within 21 business days of submission. 11. The Contractor shall plan to work with the following to draft/update the implementation plan: a. CDPHE-approved Technical Assistance provider(s) b. STEPP Project Officer 12. The Contractor shall, based on activities identified in the implementation plan, utilize CDPHE-approved technical assistance providers. This information is incorporated and made part of this contract by reference and is located at the following website: https://www.tobaccofreeco.org/grantee/grantee-resources/2018-ta-providers-list-2/ 13. The Contractor shall follow best practices using required resources. This information is incorporated and made part of this contract by reference and are located at the following websites: a. CDC's Evidence-Based Guides for States available at the following website: https://www.cdc.gov/tobacco/stateandcommunity/guides/index.htm

b. Best Practices for Comprehensive Tobacco Control Programs at the Local Level (NACCHO), available at the following website: https://www.naccho.org/uploads/downloadable-resources/Tobacco-Report-2022.pdf

c. US Public Health Service Clinical Practice Guideline: *Treating Tobacco Use and Dependence - 2008 Update*, available at the following website: http://www.ncbi.nlm.nih.gov/books/NBK63952/

d. CDC's Best Practices User Guide: Health Equity in Tobacco Prevention and Control, available at the following website: https://www.cdc.gov/tobacco/stateandcommunity/best-practices-health-equity/pdfs/bp-health-equity.pdf

14. The Contractor shall use the following references to assess the tobacco problem in the Contractors catchment area. This information is incorporated and made part of this contract by reference and are located at the following websites:

    a. The Attitudes and Behaviors Survey (TABS) available on the following website: http://www.tobaccofreeco.org

    b. Healthy Kids Colorado Survey available on the following website: http://www.tobaccofreeco.org

    c. CDPHE Tobacco Retailer Access Colorado available on the following website: https://trac-cdphe.opendata.arcgis.com/

    d. FDA Compliance Check Inspections of Tobacco Product Retailers available on the following website: https://www.accessdata.fda.gov/scripts/oce/inspections/oce_insp_searching.cfm

    e. Colorado QuitLine information is available on the following website: https://www.coquitline.org/

    f. Colorado QuitLine reports are available on the following website: http://www.tobaccofreeco.org

    g. STEPP Implementation Plan Template is available on the following website: http://www.tobaccofreeco.org

    h. STEPP Tobacco Focused Community Profile guidance is available on the following website: http://www.tobaccofreeco.org/

    i. Authentic Community Engagement to Advance Equity available on the following website: https://www.colorado.gov/pacific/sites/default/files/Authentic-Community-Engagement-to-Advance-Equity.pdf

15. The Contractor shall facilitate the development of Tobacco-free Schools Policies that are consistent with Colorado's Tobacco Free Schools Law (C.R.S. 25.14.103.5). This information is located on Tobacco Free CO website https://www.tobaccofreeco.org/wp-content/uploads/2018/03/Overview-of-Tobacco-free-Schools-TFS-Law.pdf and made a part of this contract by reference.

16. The Contractor shall prepare to notify the STEPP Point of Contact within five (5) business days of passage in the Contractor's catchment area of any:

    a. Tobacco control municipal ordinance

    b. Tobacco-related organizational policy issue

17. The Contractor shall prepare to collaborate with STEPP in determining a local strategy approach to promote environmental change processes to reduce tobacco initiation/use/exposure to secondhand smoke/vapor among the Contractor's most tobacco-burdened populations.

18. The Contractor shall prepare to participate in evaluation activities that include the following:

    a. Evaluation-related TTA as recommended by CDPHE.

    b. Develop an evaluation plan using the guidance created by the CDPHE Evaluation Contractor.

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c. Coordinate with the CDPHE Evaluation Contractor to provide project information/data.
d. Comply with data reporting requirements established by CDPHE's Evaluation Contractor.
e. Attend, at a minimum, quarterly meeting with CDPHE's Evaluation Contractor to provide:
    i. program updates.
    ii. review evaluation progress.
    iii. review project successes.
    iv. review project barriers.

19. The Contractor shall prepare to notify the STEPP Project Officer within 15 business days of updating the evaluation plan.
20. The Contractor shall provide metrics/measures/project progress information in the following reports using the reporting tool provided by CDPHE's Evaluation Contractor:
    a. Quarterly progress reports
    b. Annual Reports
    c. Final project report
21. CDPHE will perform aggregate data through the CDPHE's Evaluation Contractor as part of the macro-evaluation of the Tobacco Grants Program.
22. CDPHE will provide the Contractor will the following Reporting templates:
    a. Quarterly Progress Report
    b. Annual Progress Report
    c. Final Project Report
23. The Contractor shall use standardized survey tools to assess the current status of tobacco use screening/intervention and advance tobacco treatment integration in clinical and community settings. This information is incorporated and made part of this contract by reference and is available on the following websites:
    a. http://www.tobaccofreeco.org
    b. https://millionhearts.hhs.gov/tools-protocols/action-guides/tobacco-change-package/index.html
24. The Contractor shall attend bi-monthly STEPP Update calls.
25. The Contractor shall attend scheduled Learning Community Calls specific to evidence-based tobacco program interventions in which the Contractor works during the contract period.
26. The Contractor shall develop a media plan with guidance and prior approval from the CDPHE Tobacco Communications Specialist prior to:
    a. Placement of any media buys
    b. Implementation of any communication plan through media mechanisms.
27. CDPHE will approve media plans within 15 business days of submission.
28. The Contractor shall use existing, customizable media materials. Media materials are incorporated and made part of this contract by reference and are located on the following website: https://cdphe.pica9.com/cd/index/home
29. The Contractor shall prepare to inform the STEPP Project Officer within 15 business days of hire of any new tobacco program staff.
30. CDPHE's STEPP Project Officer will set up one (1) telephone/webinar appointment with the Contractor's new tobacco program staff to discuss STEPP roles/responsibilities within 15 business days of notification by the Contractor.

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	31. The Contractor shall communicate to all new tobacco program staff the requirement to participate in the *STEPP New Employee Orientation* training within three (3) to six (6) months of hire. This training is incorporated and made part of this contract by reference and is available at the following website: http://www.tobaccofreeco.org 32. The Contractor shall communicate to all new tobacco program staff the requirement to complete *Public Health 101* training within three (3) months of hire. This training is incorporated and made part of this contract by reference and is available at the following website: http://www.tobaccofreeco.org. 33. The Contractor shall communicate to all new tobacco program staff the requirement to complete tobacco-specific training modules as identified by the STEPP Program Officer. 34. The Contractor shall communicate to all new tobacco program staff the requirement to engaged in Strategy 1.1 of the CDPHE-provided local public health agency framework in addition to complete the *Responsible Tobacco Sales* module within six (6) months of hire. This module is incorporated and made part of this contract by reference and is available at the following website: https://www.tobaccofreeco.org 35. The Contractor shall plan to participate in a minimum of two (2) STEPP-approved trainings/capacity building opportunities, annually. 36. The Contractor shall obtain from each subcontractor a Memorandum of Understanding/other binding contractual agreement. 37. The Contractor shall, upon request, provide CDPHE with copies of subcontractors' Memoranda of Understanding/other binding contractual agreement within 15 business days of request. 38. If purchasing gift cards, the Contractor shall, upon request, provide to CDPHE written procedures related to gift card purchasing/handling. At a minimum, procedures shall include the following: a. How the gift card inventory is tracked/maintained? b. Gift card storage/safeguards against theft c. The primary person responsible for securing/distribution of gift cards d. A gift card distribution log that records: i. Each gift card number ii. Gift card dollar amount iii. Printed name of each gift card recipient iv. Signature of each gift card recipient 39. The Contractor shall prepare to return to STEPP all equipment less than three (3) years old purchased with STEPP grant funds by no later than the end of the contract period. 40. The Contractor shall, unless otherwise indicated, submit deliverables via email to the STEPP Project Officer at cdphe_stepp_pg@state.co.us
Expected Results of Activity(s)	1. Decrease in tobacco use among priority populations through increased access to culturally-appropriate tobacco treatment services. 2. Decrease in tobacco prevalence/initiation of tobacco use by youth/young adults through increased promotion of tobacco-free social norms such as school-based tobacco-free policies. 3. Decrease in exposure to secondhand smoke/vapor through increase in community/place-based smoke-free/vapor-free policies. 4. Decrease in number of tobacco-related diseases through increased implementation of evidence-based tobacco program interventions.

	5. Documented progress toward primary activities based upon the implementation plan. 6. Documented engagement of clinical/community partners in evidence-based tobacco control efforts. 7. New community policy(ies) leading to the progress of overall programmatic goals identified in objectives above. 8. Decrease in tobacco-use prevalence, especially among priority populations. 9. Increase in use of tobacco treatment, particularly among priority populations. 10. Increase in the number of place-based/school-based tobacco-free policies.	
Measurement of Expected Results	1. CDPHE received the creation of the Tobacco-Focused Community Profile. 2. CDPHE received the signed implementation plan that identifies strategies in which the Contractor will engage. 3. CDPHE received Quarterly Progress Reports. 4. CDPHE received Annual Reports. 5. CDPHE receives data and measurement reported to the STEPP Evaluation Contractor.	
		Completion Date
Deliverables	1. The Contractor shall submit a Tobacco-Focused Community Profile.	No later than 10/31/2023
	2. The Contractor shall submit a draft implementation plan.	No later than 11/15/2023
	3. The Contractor shall submit a final signed implementation plan.	No later than 12/15/2023
	4. The Contractor shall submit an updated, signed annual implementation plan.	No later than 7/30, annually
	5. The Contractor shall submit quarterly progress report using the CDPHE-provided reporting tool.	No later than 10/15, 1/15, and 4/15 annually
	6. The Contractor shall submit an annual report using the CDPHE-provided reporting tool.	No later than 6/30, annually
	7. The Contractor shall submit a final project report using the CDPHE-approved reporting tool.	No later than the end of the contract period
	8. The Contractor shall submit language related to: a. local tobacco ordinances b. local tobacco-related organizational policy	No later than five (5) business days after publication

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the STEPP Project Officer. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at

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set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the STEPP Project Officer and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2024*0222

Contractor Name	Gunnison County	**Program Contact Name, Title, Phone and Email**	Erika Stoerkel, Regional Grants Coordinator, 970-641-7695 estoerkel@gunnisoncounty.org
Budget Period	7/1/2023 - 6/30/2024	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise, Accountant, 970-641-7679, jwise@gunnisoncounty.org
Project Name	West Central Public Health Partnership (WCPHP) Tobacco Education Project	**Contract (CT or PO) Number**	CT FHLA 2024*0222

Expenditure Categories

Personal Services
Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Personal Services
Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Regional Grants Coordinator	Point of Contact for regional grant management, coordinates, completes grant deliverables with regional subcontractors.	$ 31.97	$ 4.24	1248.0	$ 45,190.08
Community Health Manager	Coordinates regional meetings for local public health agency directors, including STEPP regional grant. Provides oversight on contracting, budget, supervision of staff, strategic direction.	$ 46.98	$ 14.60	52.0	$ 3,202.16

Cultural Community Educator	Gunnison County specific staff, provides Spanish interpretation, outreach for Tobacco prevention presentations, focus groups, youth/adult events, coalition meetings, social media. Facilitates Trusted Adult trainings, focus groups, connects Spanish speaking youth to cessation resources, translates/analyzes Spanish focus group or key informant data.	$ 25.20	$ 7.55	520.0	$ 17,030.00
Prevention Program Coordinator	Gunnison County specific staff, Prevention Program Coordinator ensures deliverable execution including data presentations, policy work, adult/youth tobacco education, social media management, evaluation.	$ 31.14	$ 12.67	520.0	$ 22,781.20
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Total Personal Services (including fringe benefits)					**$ 88,203.44**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Printing/Copying	Copying needs estimated at 300 copies per month based on historical costs of $.04 per copy ($12/mo) for project.	$ 12.00	12.00	$ 144.00
Postage	Standard rate postage to distribute tobacco educational materials to community partners, tobacco retailers. Projected usage of $24/quarter based on historical expenditures.	$ 24.00	4.00	$ 96.00
Computers	Gunnison County charges $3,000/year for a laptop. FTE is 1.125% , requesting $3,090 for computer costs, other funding sources will cover the remainder of the costs. Monthly cost is = $257.50/ month x 12 months.	$ 257.50	12.00	$ 3,090.00
Phone	Gunnison County charges $35/month for a cell phone - 28% Cultural Community Educator ($9.80/month), 25% Prevention Program Coordinator's time dedicated to project ($8.75/month) - $18.55/month in total.	$ 18.55	12.00	$ 222.60
Office Supplies	Office supplies used only for the project, including pens, paper, paper clips, notepads, printer ink, based on historical costs estimated at $20/month based on historical expenditures.	$ 20.00	12.00	$ 240.00

Community Meal Incentives	Light meals for Tobacco Prevention Parenting/Planning Meetings, 1.5-2 hours duration. Between parent work schedules, student extracurricular activities, scheduling over mealtimes is unavoidable, increases reach, participation. Estimated $15 per person with 25 attendees ($15 x 25ppl = $375) at a total of 2 meetings ($750). Meeting food during regional planning meetings for creating Implementation Plan, Gathering partners for a day long meeting. $15 per person x 25 people x 2 meeting = $750. Total is $1,500.	$ 15.00	100.00	$ 1,500.00
Event Supplies	$50 for event supplies (including flipchart paper, markers, signage) x 10 events, based on historical costs.	$ 50.00	10.00	$ 500.00
Event rental	Space rental, $100/event x 4, based on historical costs.	$ 100.00	4.00	$ 400.00
Community Compensation	Compensation for lived experience/expertise provided by diverse community members. $25/event x 88 attendees for community engagement meetings/focus groups for attendees not compensated through employer.	$ 25.00	88.00	$ 2,200.00
Community Mileage	Removing barriers to community engagement by mileage reimbursement: $.66/mile x 180 miles, estimated at 3 round trips from Gunnison to Crested Butte @ 60 miles each.	$ 0.66	180.00	$ 118.80
Print Media, Onscreen Media, Social Media	Print media to promote tobacco education, prevention, treatment: rodeo sign @ $500 a year, 2 newspaper ads @ $100/ad for community trainings = $700. Additional social media or newspaper adds estimated at $100/month x 12 months = $1,200. Prior to purchase/placement of all paid media, a media plan must be submited/approved by STEPP for campaign, call-to-action, etc.	$ 1,900.00	1.00	$ 1,900.00
Registration Fees	Professional development conference/training registration fees for project personnel to attend STEPP-approved trainings offered throughout the fiscal year, in order to build tobacco expertise, equity literacy. 100% cost of registration when a tobacco-focused training; for general public health opportunities (Public Health in the Rockies or Shared Risk and Protective Factors conferences) the percentage allocated not to exceed percentage of attending personnel's FTE on the project. Budgeting for a tobacco-focused training, costs will be invoiced as allocable for non tobacco-specific conferences/training/professional development. $400 x 3 staff (Regional Grants Coordinator, Cultural Community Educator, Prevention Program Coordinator).	$ 400.00	3.00	$ 1,200.00
			Total Supplies & Operating	**$ 11,611.40**

Travel				
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
Mileage	STEPP grantee conference (estimated at 500 miles), regional travel (estimated at 600 miles), Public Health Conference (estimated at 500 miles). Staff will be asked to travel to conferences together.	$ 0.66	1600.00	$ 1,048.00
Lodging	STEPP grantee conference, regional travel, Public Health Conference (will be allocated appropriately to this grant), lodging estimate of $174 depending on location, 4 staff (Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator) x 3 nights = 12 nights.	$ 174.00	12.00	$ 2,088.00
Meals/Per Diem	STEPP grantee conference, regional travel, Public Health Conference per diem $69/day (will be allocated appropriately to this grant), 4 staff (Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator) x 3 days = 12.	$ 69.00	12.00	$ 828.00
Parking or Other Allowable Travel Expenses	STEPP grantee conference, regional travel, Public Health Conference parking or other allowable travel expense, estimated at $20/day x 4 days. Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator.	$ 20.00	4.00	$ 80.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Total Travel	**$ 4,044.00**

Contractual				
Subcontractor Name	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
Delta County	Subcontractor assists with tobacco-focused community profile, development/implementation of implementation plan, capacity-building activities, community engagement, completion of deliverables. Personnel Time/Fringe: $33,481 (.53 FTE) Supplies/Operating: $3,680 Travel: $1,886 Indirect (17.78%): $5,953	$ 45,000.00	1.0	$ 45,000.00
Silver Thread Public Health District	Subcontractor assists with tobacco-focused community profile, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: $76,279 Supplies/Operating: $4,000 Travel: $1,540 Indirect (10%) $8,181	$ 90,000.00	1.0	$ 90,000.00

Ouray County	Subcontractor assists with tobacco-focused community profile, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: $39,000 Supplies/Operating: $1,000, Travel $1,000 Indirect (10%): $4,000.	$ 45,000.00	1.0	$ 45,000.00
San Miguel County	Subcontractor assists with tobacco-focused community profile, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: $39,000 Supplies/Operating: $1,000 Travel: $1,000 Indirect (10%): $4,000	$ 45,000.00	1.0	$ 45,000.00
Health Equity and Language Services TBD	Subcontractor provides equity/language services for regional tobacco prevention project, with a deliverable of increased community engagement in tobacco profile, implementation plan. Opportunity to be advertised on Gunnison County website with applications reviewed by subgroup of WCPHP. Services of contract will meet expected deliverable.	$ 387.00	1.0	$ 387.00
Montrose County Local organization TBD	Subcontractor assists with community engagement related to completing a tobacco-focused community profile, development/implementation of regional implementation plan, completion of deliverables. Opportunity to be posted to Gunnison County website with applications reviewed by subgroup of WCPHP. Services of contract will meet expected deliverable of increased community engagement.	$ 500.00	1.0	$ 500.00
				$ -
			Total Contractual	**$ 225,887.00**
			SUB-TOTAL OF DIRECT COSTS	**$ 329,745.84**

Indirect

Item	Description of Item	Total Amount Requested from CDPHE
De minimis Indirect Cost Rate	Gunnison County is opting to use the de minimis rate for this contract: 10% of Modified Total Direct Cost	$ 20,214.16
	Total Indirect	**$ 20,214.16**
	TOTAL	**$ 349,960.00**

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STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
OPTION LETTER #2

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Dr S Denver, CO 80246	**Original Contract Number:** 2024*0222
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333	**Option Letter Contract Number:** 2024*0222 Option Letter #2
Contract Performance Beginning Date: July 1, 2023	**Current Contract Expiration Date:** June 30, 2025

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2024*0222	$0.00	$349,960.00	$0.00	07/01/2023-06/30/2024	$349,960.00
Option Letter #1	2024*0222 Option Letter #1	$0.00	$350,000.00	$0.00	07/01/2024-06/30/2025	$350,000.00
Option Letter #2	2024*0222 Option Letter #2	$0.00	$210,000.00	$0.00	01/01/2025-06/30/2025	$210,000.00
					Current Contract Maximum Cumulative Amount	$909,960.00

1) OPTIONS

A. Option to change the quantity of services under the Contract.

2) REQUIRED PROVISIONS:

A. In accordance with Section 5Bv of the Original Main Task Order Contract referenced above, the State hereby exercises its option to Increase the quantity of the Services at the rates stated in the Original Task Order Contract, as amended. Exhibit C, Budget is deleted and replaced in its entirety with Exhibit C, Budget attached to this Option Letter, for the following reason: to add funds for the current term.

B. The Contract Maximum Amount table on the Contract's Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

2) OPTION EFFECTIVE DATE:

A. The effective date of this Option Letter is upon approval of the State Controller or January 1, 2025, whichever is later.

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SIGNATURE PAGE

STATE OF COLORADO **Jared S. Polis, Governor** Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD**
DocuSigned by: Chelsea Gilbertson 2C139124165248B1... By: Signature	DocuSigned by: Kurt Williams 73365F4A4A084BC... By: Signature
Chelsea Gilbertson Name of Executive Director Delegate	Kurt Williams Name of State Controller Delegate
Procurement & Contracts Section Title of Executive Director Delegate	Controller Title of State Controller Delegate
Date: 2024-10-24	Option Effective Date: 2024-11-17

-- Signature Page End --

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM

Original Contract Routing #2024*0222

Version 6.2024

Contractor Name	GUNNISON COUNTY	**Program Contact Name, Title, Phone and Email**	Erika Stoerkel Regional Health Services Supervisor 970-641-7695 estoerkel@gunnisoncounty.org
Budget Period	07/01/2024 - 06/30/2025	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise Accountant 970-641-7679 jwise@gunnisoncounty.org
Project Name	West Central Public Health Partnership (WCPHP) Tobacco Education Project	**Contract/Encumbrance Number**	CT FHLA 2024*0222

Expenditure Categories		**Budget Totals**		
Personal Services Salaried Employees		**Original Budget**	**Modification to Budget in Amendment/ Option Letter**	**Total Amount Requested from CDPHE**
Position Title	**Description of Work and Justification for Revision**			
	Line not open			$0.00
Personal Services Hourly Employees		**Original Budget**	**Modification to Budget in Amendment/ Option Letter**	**Total Amount Requested from CDPHE**
Position Title	**Description of Work and Justification for Revision**			
Regional Grants Coordinator	Point of Contact for regional grant management, coordinates, completes grant deliverables with regional subcontractors and conducts/manages tobacco control work on behalf of Montrose County. Justification for Revision: In the Spring of 2024, when negotiating the budget for FY25 with the STEPP Financial team, Gunnison County agreed to use a different indirect rate which affected the amount of funding we had available for personal services, supplies and operating, and travel. Gunnison County chose not to renegotiate with our subgrantees (WCPHP Counties) to increase Gunnison County funding because the WCPHP Counties were already contributing $5000 to regional efforts. We have increased the hours for the Regional Health Services Supervisor, Community Health Manager, Cultural Community Educator, and Prevention Program Coordinator. 54% FTE	$40,852.89	$2,762.11	$43,615.00
Community Health Manager	Coordinates regional meetings for local public health agency directors, including STEPP regional grant. Provides oversight on contracting, budget, supervision of staff, strategic direction. Justification for Revision: In the Spring of 2024, when negotiating the budget for FY25 with the STEPP Financial team, Gunnison County agreed to use a different indirect rate which affected the amount of funding we had available for personal services, supplies and operating, and travel. Gunnison County chose not to renegotiate with our subgrantees (WCPHP Counties) to increase Gunnison County funding because the WCPHP Counties were already contributing $5000 to regional efforts. We have increased the hours for the Regional Health Services Supervisor, Community Health Manager, Cultural Community Educator, and Prevention Program Coordinator. 9% FTE	$3,350.50	$7,870.58	$11,221.08

Cultural Community Educator	Gunnison County specific staff, provides Spanish interpretation, outreach for Tobacco prevention presentations, focus groups, youth/adult events, coalition meetings, social media. Facilitates Trusted Adult trainings, focus groups, connects Spanish speaking youth to cessation resources, translates/analyzes Spanish focus group or key informant data. Justification for Revision: In the Spring of 2024, when negotiating the budget for FY25 with the STEPP Financial team, Gunnison County agreed to use a different indirect rate which affected the amount of funding we had available for personal services, supplies and operating, and travel. Gunnison County chose not to renegotiate with our subgrantees (WCPHP Counties) to increase Gunnison County funding because the WCPHP Counties were already contributing $5000 to regional efforts. We have increased the hours for the Regional Health Services Supervisor, Community Health Manager, Cultural Community Educator, and Prevention Program Coordinator. 27% FTE	$16,890.12	$2,089.88	$18,980.00
Prevention Program Coordinator	Gunnison County specific staff, Prevention Program Coordinator ensures deliverable execution including data presentations, policy work, adult/youth tobacco education, social media management, evaluation. Justification for Revision: In the Spring of 2024, when negotiating the budget for FY25 with the STEPP Financial team, Gunnison County agreed to use a different indirect rate which affected the amount of funding we had available for personal services, supplies and operating, and travel. Gunnison County chose not to renegotiate with our subgrantees (WCPHP Counties) to increase Gunnison County funding because the WCPHP Counties were already contributing $5000 to regional efforts. We have increased the hours for the Regional Health Services Supervisor, Community Health Manager, Cultural Community Educator, and Prevention Program Coordinator. 25% FTE	$19,188.00	$5,252.00	$24,440.00
Clinical Services Manager	Justification for Revision: Provides updated information about tobacco treatment resources (including QuitLine, My Life My Quit, and Medicaid) to patients and clients (not delivering direct services). We're expecting to see an increase in Medicaid eligible clients with Cover All Colorado. The plan for FY25 is to utilize the Clinical Services Manager and Public Health Nurse to provide tobacco treatment resources and in FY26 they will also provide education and information on treatment for chronic disease prevention. 8% FTE	$0.00	$4,320.00	$4,320.00
Public Health Nurse	Justification for Revision: Provides updated information about tobacco treatment resources (including QuitLine, My Life My Quit, and Medicaid) to patients and clients (not delivering direct services). We're expecting to see an increase in Medicaid eligible clients with Cover All Colorado. The plan for FY25 is to utilize the Clinical Services Manager and Public Health Nurse to provide tobacco treatment resources and in FY26 they will also provide education and information on treatment for chronic disease prevention. 8% FTE	$0.00	$3,000.00	$3,000.00
WCPHP Intern	Justification for Revision: For FY25, WCPHP is focused on building capacity and expertise within our staff. While we build capacity and expertise we will be researching and investigating which regional project is the most feasible. The two regional projects WCPHP is considering are: a regional marketing campaign focused on vaping and youth or a vape disposal program. If we chose the marketing campaign, WCPHP would want to launch something similar in FY26 and work with a marketing agency. Summit County recently launched a "Vaping Sucks" campaign. The chosen regional project would be implemented in FY26. If we chose the vape disposal program, the WCPHP Intern will help the WCPHP Capacity Coordinator with coordinating the between vape disposal vendors, retailers, and schools across the region, as well as our STEPP leads (subgrantees) to assist in creating a streamlined approach to vape disposal. Our region is unique in that we do not have an available hazardous waste facility within the region, so we will need to be creative in how we can promote healthy living and safety (fires, environmental) to our communities. The WCPHP Intern and WCPHP Capacity Coordinator will assist the Regional Health Services Supervisor with multiple projects including the regional project (marketing campaign or vape disposal), social media flight plan, policy work centered around tobacco control, and analyzing available cessation treatment options throughout the region (directly related to Strategy 3.1). The WCPHP Intern will report to Regional Health Services Supervisor. The WCPHP Intern will work on the STEPP grant FY25 from January or February through June 2025. 67% FTE.	$0.00	$6,000.00	$6,000.00

WCPHP Capacity Coordinator	Justification for Revision: For FY25, WCPHP is focused on building capacity and expertise within our staff. While we build capacity and expertise we will be researching and investigating which regional project is the most feasible. The two regional projects WCPHP is considering are: a regional marketing campaign focused on vaping and youth or a vape disposal program. If we chose the marketing campaign, WCPHP would want to launch something similar in FY26 and work with a marketing agency. Summit County recently launched a "Vaping Sucks" campaign. The chosen regional project would be implemented in FY26. If we chose the vape disposal program, the WCPHP Capacity Coordinator will help with researching vape disposal programs, disposing of hazardous waste, coordinating the between vape disposal vendors, retailers, and schools across the region, as well as our STEPP leads (subgrantees) to assist in creating a streamlined approach to vape disposal. Our region is unique in that we do not have an available hazardous waste facility within the region, so we will need to be creative in how we can promote healthy living and safety (fires, environmental) to our communities. The WCPHP Capacity Coordinator will assist the Regional Health Services Supervisor with the regional project (marketing campaign or vape disposal) and analyze available cessation treatment options throughout the region (directly related to Strategy 3.1). The WCPHP Capacity Coordinator will report to the Regional Health Services Supervisor. The WCPHP Capacity Coordinator will work on the STEPP grant FY25 from January or February through June 2025. 19% FTE.	$0.00	$6,000.00	$6,000.00
Total Personal Services (including fringe benefits)		**$80,281.51**	**$37,294.57**	**$117,576.08**

Supplies & Operating Expenses		**Original Budget**	**Modification to Budget in Amendment/ Option Letter**	**Total Amount Requested from CDPHE**
Item	**Description of Item and Justification for Revision**			
Printing/Copying	Copying needs estimated at 300 copies per month based on historical costs of $.04 per copy ($10/mo.) for project. Justification for Revision: Adding printing of resources for regional meeting days. Copying needs estimated at 600 copies per month based on $24.00/per month: .04x600 = $24.00/month. $24x12 months = $288	$120.00	$168.00	$288.00
Postage	Standard rate postage to distribute tobacco educational materials to community partners, tobacco retailers. Projected usage of $15/quarter based on historical expenditures. Justification for Revision: Added $900 for shipping Quit Kit motivational materials (lip balm, lollipops, gum, etc.) out to counties. ($10 per Quit Kit x 30 Quit Kits x 7 counties = $2100). (Estimated shipping cost $128.5 x 7 counties = $900) Items purchased for Quit Kits will follow STEPP's updated guidance once it is released. A request form to purchase Quit Kits will be submitted for STEPP approval ahead of purchase. Items purchased for Quit Kits will follow STEPP's updated guidance once it is released. A request form to purchase Quit Kits will be submitted for STEPP approval ahead of purchase.	$60.00	$900.00	$960.00
Computers	Gunnison County charges $3,000/year for a laptop. FTE is 1.125% , requesting $3,000 for computer costs, other funding sources will cover the remainder of the costs. Monthly cost is = $250/ month x 12 months. Justification for Revision: Adding Clinical Services Manager, Public Health Nurse, WCPHP Intern, and WCPHP Capacity Coordinator. Gunnison County charges $3,100/year for a laptop. FTE is 2.5% , requesting $7750 for computer costs, other funding sources will cover the remainder of the costs. Monthly cost is = $258/ month x 12 months. Total of 8 employees (Regional Health Services Supervisor, Community Health Manager, Prevention Coordinator, Cultural Community Educator, Clinical Services Manager, Public Health Nurse, WCPHP Intern, WCPHP Capacity Coordinator) will utilize this line to purchase laptops, at 2.5% FTE.	$3,000.00	$4,750.00	$7,750.00
Phone	Gunnison County charges $35/month for a cell phone - 28% Cultural Community Educator ($9.80/month), 25% Prevention Program Coordinator's time dedicated to project ($8.75/month) - $18.55/month in total. No change. Justification for Revision: No change requested	$222.60	$0.00	$222.60

Office Supplies	Office supplies used only for the project, including pens, paper, paper clips, notepads, printer ink, based on historical costs estimated at $9/month based on historical expenditures. No change. Justification for Revision: No change requested	$108.00	$0.00	$108.00
Community Meal Incentives	Light meals for Tobacco Prevention Parenting/Planning Meetings, 1.5-2 hours duration. Between parent work schedules, student extracurricular activities, scheduling over mealtimes is unavoidable, increases reach, participation. Estimated $15 per person with 25 attendees ($15 x 25 people = $375) at a total of 2 meetings ($750). Meeting food during regional planning meetings for creating Implementation Plan, Gathering partners for a day long meeting. $15 per person x 25 people x 2 meeting = $750. Total is $1,500. ***Excluded from IDCs** Justification for Revision: We use the funding for meal incentives for tobacco related trainings such as the Trusted Adult and Vaping training from RMC Health, for our youth coalition when they are working on tobacco/nicotine related topics (this year our middle school students want to work on vaping so we are working with Uprise to see if their curriculum is a good fit), and coalition meetings if the topics include tobacco/nicotine (GCSAPP is currently strategic planning over the next several meetings and nicotine/tobacco work will be included in the strategic plan). Events include Trusted Adult training in English/Spanish, virtual in English, in Gunnison and Crested Butte, focus groups in the community with middle school and high school youth during health classes at the Gunnison Middle and High School, GCSAPP Youth Coalition, Western Colorado University Campus around vaping and nicotine use, Zyning workshop. Estimated $15 per person with 25 attendees ($15 x 25 people = $375) at a total of 2 meetings ($750). Adding a second day for each of the regional planning meetings for more time to plan and strategize as a group. Meeting food during regional planning meetings for strategizing local interventions within each of the counties as well as a regional effort (TBD if it will be vape disposal program or a marketing campaign or a combination of both). Gathering WCPHP regional staff for a day long meeting. $15 per person x 25 people x 2 meeting x 2 days each meeting time = $1500. Total is $750+$1,500 = $2,250.	$1,500.00	$750.00	$2,250.00
Event Supplies	$50 for event supplies (including flipchart paper, markers, signage) x 5 events, based on historical costs. Justification for Revision: Added $100 for two regional planning meetings, $50 per meeting for event supplies. $50 for event supplies (including flipchart paper, markers, signage) x 7 events, based on historical costs = $350. Events include Trusted Adult training in English/Spanish, virtual in English, in Gunnison and Crested Butte, focus groups in the community with middle school and high school youth during health classes at the Gunnison Middle and High School, GCSAPP Youth Coalition, Western Colorado University Campus around vaping and nicotine use, Zyning workshop.	$250.00	$100.00	$350.00
Event rental	Space rental, $100/event x 4, based on historical costs. Justification for Revision: Adding $1400 for two (2) two-day rentals for fall retreat ($700) and spring retreat ($700). Each retreat will last two days. Space rental, $100/event x 4, based on historical costs, meeting space rental, $700 per two day regional meetings, total $1400. Events include Trusted Adult training in English/Spanish, in Gunnison and Crested Butte, focus groups in the community with middle school and high school youth during health classes at the Gunnison Middle and High School Western Colorado University Campus around vaping and nicotine use.	$400.00	$1,400.00	$1,800.00
Community Compensation	Compensation for lived experience/expertise provided by diverse community members. $25/event x 49 attendees for community engagement meetings/focus groups for attendees not compensated through employer. ***Excluded from IDCs.** Justification for Revision: No change requested	$1,225.00	$0.00	$1,225.00
Community Mileage	Removing barriers to community engagement by mileage reimbursement: $.66/mile x 185 miles, estimated at 3 round trips from Gunnison to Crested Butte @ 61.67 miles each. ***Excluded from IDCs.** Justification for Revision: No change requested	$122.10	$0.00	$122.10

Print Media, Onscreen Media, Social Media	Print media to promote tobacco education, prevention, treatment: rodeo sign @ $500 a year, 2 newspaper ads @ $50/ad for community trainings = $600. Additional social media or newspaper ads estimated at $33/month x 12 months = $400. Prior to purchase/placement of all paid media, a media plan must be submitted/approved by STEPP for campaign, call-to-action, etc. Justification for Revision: No change requested	$1,000.00	$0.00	$1,000.00
Registration Fees	In-state conference/training registration fees for project personnel to attend STEPP-approved trainings offered throughout the fiscal year, in order to build tobacco expertise, equity literacy and professional development 100% cost of registration when a tobacco-focused training; for general public health opportunities (Public Health in the Rockies or Shared Risk and Protective Factors conferences) the percentage allocated not to exceed percentage of attending personnel's FTE on the project. Budgeting for a tobacco-focused training, costs will be invoiced as allocable for non tobacco-specific conferences/training/professional development. $300 x 3 staff (Regional Grants Coordinator, Cultural Community Educator, Prevention Program Coordinator). Justification for Revision: No change requested	$900.00	$0.00	$900.00
Community Incentives	Justification for Revision: Adding in this line to include community incentives as a budgeted line item. To incentivize joining a coalition or small, low-cost items that can be customized with prevention messaging for youth and young adults, or materials with Quitline or TobaccoFreeCO information to support adults with quitting. Two bulk orders for the region, $3,000 each order, order will be shipped to each of the seven (7) counties, each county will receive approximately $428 in supplies for each order (2 orders). ***Excluded from indirects**	$0.00	$6,000.00	$6,000.00
Quit Kits	Justification for Revision: STEPP is releasing updated Quit Kit guidance and emphasized that these were motivational materials, and not cessation treatment or aids. Our region would like to increase engagement with our population that is looking to quit using tobacco/nicotine and with our community partners like medical providers that provide direct care treatment services. Items purchased for Quit Kits will follow STEPP's updated guidance once it is released. A request form to purchase Quit Kits will be submitted for STEPP approval ahead of purchase. To provide motivation for those enrolling in QuitLine cessation services. $10 per Quit Kit X 30 Quit kits X 7 counties = $2100. Follow STEPP's updated guidance and process. ***Excluded from indirects**	$0.00	$2,100.00	$2,100.00
	Total Supplies & Operating Expenses	**$8,907.70**	**$16,168.00**	**$25,075.70**

Travel		**Original Budget**	**Modification to Budget in Amendment/ Option Letter**	**Total Amount Requested from CDPHE**
Item	**Description of Item and Justification for Revision**			
Mileage	Regional travel (estimated at 900 miles) to an in-state conference for professional development(estimated at 700 miles). Staff will be asked to travel to conferences together. Justification for Revision: No change requested	$1,056.00	$0.00	$1,056.00
Lodging	Regional travel, in-state conference for professional development (will be allocated appropriately to this grant), lodging estimate of $174 depending on location, 4 staff (Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator) x 3 nights = 12 nights. Justification for Revision: No change requested	$2,088.00	$0.00	$2,088.00
Meals/Per Diem	Regional travel, in-state conference for professional development, per diem $69/day (will be allocated appropriately to this grant), 4 staff (Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator) x 3 days = 12. Justification for Revision: No change requested	$828.00	$0.00	$828.00

Parking or Other Allowable Travel Expenses	Regional travel, Public Health Conference parking or other allowable travel expense, estimated at $20/day x 4 days. Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator. Justification for Revision: No change requested	$80.00	$0.00	$80.00
	Total Travel	**$4,052.00**	**$0.00**	**$4,052.00**
Contractual (payments to third parties or entities)		**Original Budget**	**Modification to Budget in Amendment/ Option Letter**	**Total Amount Requested from CDPHE**
Subcontractor Entity Name	**Description of Item and Justification for Revision**			
Delta County	Subcontractor conducts ongoing community education on tobacco-focused community assessment findings, development/implementation of implementation plan, capacity-building activities, community engagement, completion of deliverables. Personnel Time/Fringe: $33,481 (.53 FTE) Supplies/Operating: $3,680 Travel: $1,886 Indirect (17.78%): $5,953 Justification for Revision: Increased spending in the marketing of a school district-specific awareness campaign and community engagement. Subcontractor conducts ongoing community education on tobacco-focused community assessment findings, development/implementation of implementation plan, capacity-building activities, community engagement, completion of deliverables. Personnel Time/Fringe: $44,959.02 (.50 FTE) Supplies/Operating: $13,161.02 Travel: $573.73 Indirect (29.58%): $13,298.88.	$45,000.00	$26,992.65	$71,992.65
Silver Thread Public Health District	Subcontractor conducts ongoing community education on tobacco-focused community assessment findings, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: $76,279 Supplies/Operating: $4,000 Travel: $1,540 Indirect (10%) $8,181 Justification for Revision: Adding two staff members. Subcontractor conducts ongoing community education on tobacco-focused community assessment findings, development/implementation of implementation plan, capacity-building activities, community engagement, completion of deliverables. Personnel Time: $125,000 Supplies/Operating: $4,160 Travel: $1,750 Indirect (10%) $13,090.	$90,000.00	$54,000.00	$144,000.00
Ouray County	Subcontractor conducts ongoing community education on tobacco-focused community assessment, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: $39,000 Supplies/Operating: $1,000, Travel $1,000 Indirect (10%): $4,000. Justification for Revision: Increasing staff time on STEPP grant, increasing print media (newspaper ads), adding boosted posts, adding radio ads in English and Spanish. Subcontractor conducts ongoing community education on tobacco-focused community assessment, development/implementation of implementation plan, capacity-building activities, community engagement, completion of deliverables. Personnel Time: $52,523.42 Supplies/Operating: $10,910, Travel $2,021.55 Indirect (10%): $6,545.03.	$45,000.00	$27,000.00	$72,000.00
San Miguel County	Subcontractor conducts ongoing community education on tobacco-focused community assessment findings, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: $39,000 Supplies/Operating: $1,000 Travel: $1,000 Indirect (10%): $4,000 Justification for Revision: Increased staff time on STEPP, increased print media and presentation supplies, increased community incentives, and community compensation. Subcontractor conducts ongoing community education on tobacco-focused community assessment findings, development/implementation of implementation plan, capacity-building activities, community engagement, completion of deliverables. Personnel Time: $49,901.99 Supplies/Operating: $12,207.61 Travel: $3,324 Indirect (10%): $6,542.46.	$45,000.00	$26,976.06	$71,976.06
Health Equity and Language Services TBD	Subcontractor provides equity/language services for regional tobacco prevention project, with a deliverable of increased community engagement in tobacco profile, implementation plan. Opportunity to be advertised on Gunnison County website with applications reviewed by subgroup of WCPHP. Services of contract will meet expected deliverable. Justification for Revision: No change requested	$100.00	$0.00	$100.00

Montrose County	Gunnison County staff cover the tobacco control work for Montrose, community engagement, ongoing community education on tobacco-focused community assessment findings, development/implementation of regional implementation plan, completion of deliverables. Services of contract will meet expected deliverable of increased community engagement. Justification for Revision: No change requested	$100.00	$0.00	$100.00
Vape Disposal Vendor/Transporter (TBD)	Justification for Revision: Adding in a line for a possible vendor for either transporting or accepting our hazardous waste. Nearest hazardous waste facility is Mesa County. For FY25, WCPHP is focused on building capacity and expertise within our staff. While we build capacity and expertise we will be researching and investigating which regional project is the most feasible. The two regional projects WCPHP is considering are: a regional marketing campaign focused on vaping and youth or a vape disposal program. If we chose the marketing campaign, WCPHP would want to launch something similar in FY26 and work with a marketing agency. Summit County recently launched a "Vaping Sucks" campaign. The chosen regional project would be implemented in FY26. If we chose the vape disposal program, the WCPHP Intern will help the WCPHP Capacity Coordinator with coordinating the between vape disposal vendors, retailers, and schools across the region, as well as our STEPP leads (subgrantees) to assist in creating a streamlined approach to vape disposal. Our region is unique in that we do not have an available hazardous waste facility within the region, so we will need to be creative in how we can promote healthy living and safety (fires, environmental) to our communities.	$0.00	$1,660.00	$1,660.00
Marketing Company (TBD)	Justification for Revision: Adding a line for a marketing company to possibly run paid advertisements for either a regional marketing campaign centered on youth prevention and cessation or the vape disposal program focused on safety and health. For FY25, WCPHP is focused on building capacity and expertise within our staff. While we build capacity and expertise we will be researching and investigating which regional project is the most feasible. The two regional projects WCPHP is considering are: a regional marketing campaign focused on vaping and youth or a vape disposal program. If we chose the marketing campaign, WCPHP would want to launch something similar in FY26 and work with a marketing agency. Summit County recently launched a "Vaping Sucks" campaign. The chosen regional project would be implemented in FY26.	$0.00	$1,620.00	$1,620.00
	Total Contractual	**$225,200.00**	**$138,248.71**	**$363,448.71**
	SUB-TOTAL BEFORE INDIRECT	**$318,441.21**	**$191,711.28**	**$510,152.49**
Indirect		**Original Budget**	**Modification to Budget in Amendment/ Option Letter**	**Total Amount Requested from CDPHE**
Item	**Description of Item**			
CDPHE Negotiated Indirect Cost Rate	CY 2024 approved CDPHE-negotiated rate: 15.00% of Total Direct Costs excluding capital expenditures, rent, and participant incentives. ***Grantee electing to apply 10% indirect rate to Total Direct Costs excluding capital expenditures, rent, and participant incentives.** Justification for Revision: Grantee is electing to continue to apply the same rate to the higher direct costs, therefore an increase in indirects.	$31,558.79	$18,288.72	$49,847.51
	Total Indirect	**$31,558.79**	**$18,288.72**	**$49,847.51**
	TOTAL	**$350,000.00**	**$210,000.00**	**$560,000.00**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Correspondence; Request for Letter of Support; Sti

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Please see the attached.

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

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

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

Agenda Date: 12/17/2024

Revised April 2015

Katherine Haase

Subject: RE: Stirrup Bar Ranch CE - USDA-NRCS Grant Application Support Letter

From: Wade Shelton <wade.shelton@tpl.org>
Sent: Thursday, December 12, 2024 2:11 PM
To: Elizabeth K. Smith <EKSmith@gunnisoncounty.org>; Jonathan Houck <JHouck@gunnisoncounty.org>; Laura Daniels <LDaniels@gunnisoncounty.org>
Cc: 'cbennett@ccalt.org' <cbennett@ccalt.org>; Brook Artziniega <Brook.Artziniega@tpl.org>
Subject: Stirrup Bar Ranch CE - USDA-NRCS Grant Application Support Letter

[EXTERNAL SENDER - USE CAUTION]

Commissioners Houck, Puckett Daniels and Smith:

I hope that you're all doing well. First, and foremost, I want to thank you for your on-going support of the Trust for Public Land's (TPL) efforts to conserve the Higher Ground Ranch, located near Crawford and located in Montrose, Delta and Gunnison Counties. Your support that began over three years ago has been instrumental in getting the Higher Ground Ranch Conservation Easement (CE) project fully funded, so that the local family that owns the ranch may keep the property and see future generations of their family continue to work the land. We continue to make good progress working with that family and our funding partners in the USFS, the Colorado State Forest Service (CSFS), CPW, GOCO, and Gunnison Legacy and hope to complete the project this coming summer.

Second, I wanted to let you all know about another ranch conservation project that TPL is working on in the North Fork Valley, the Stirrup Bar Ranch. Also located in Montrose, Delta, and Gunnison Counties, Stirrup Bar is quite honestly, one of the best managed ranches that I have encountered in my career, not only from agricultural standpoint, but from a wildlife habitat standpoint as well. Boasting some of the most senior water rights in the area, the ranch provides year round habitat to the local elk herd, and is an important part of the local landscape. After spending nearly two years working with the owners to design a CE project that will meet their financial and conservation needs, TPL is ready to move forward with the first phase of a conservation project that will do just that and ensure that future generations of their family will be able to continue to own and work the land. Our land trust partner on the project, Colorado Cattlemen's Agricultural Land Trust (CCALT) will hold the proposed CE, and we anticipate securing the funding we will need from public agencies including USDA-NRCS, CPW, GOCO, and Gunnison Legacy.

Towards that end, we are working on a grant application to USDA-NRCS, and we'd love to have a support letter from you all for the application. I've attached a map of the North Fork Valley illustrating the location of the Stirrup Bar Ranch, along with a template support letter that you all may use as a guide.

If you are able to provide a support letter, the application is due on 12/20, and it would be great to have it by then. However, if I remember your process for support letters correctly, this is something that you all will need to evaluate on your end, which takes time. So if this is too quick of a turnaround time, that is fine. We can absolutely make it work on our end.

Thank you for your time and consideration, and please do not hesitate to reach out if you have any questions.

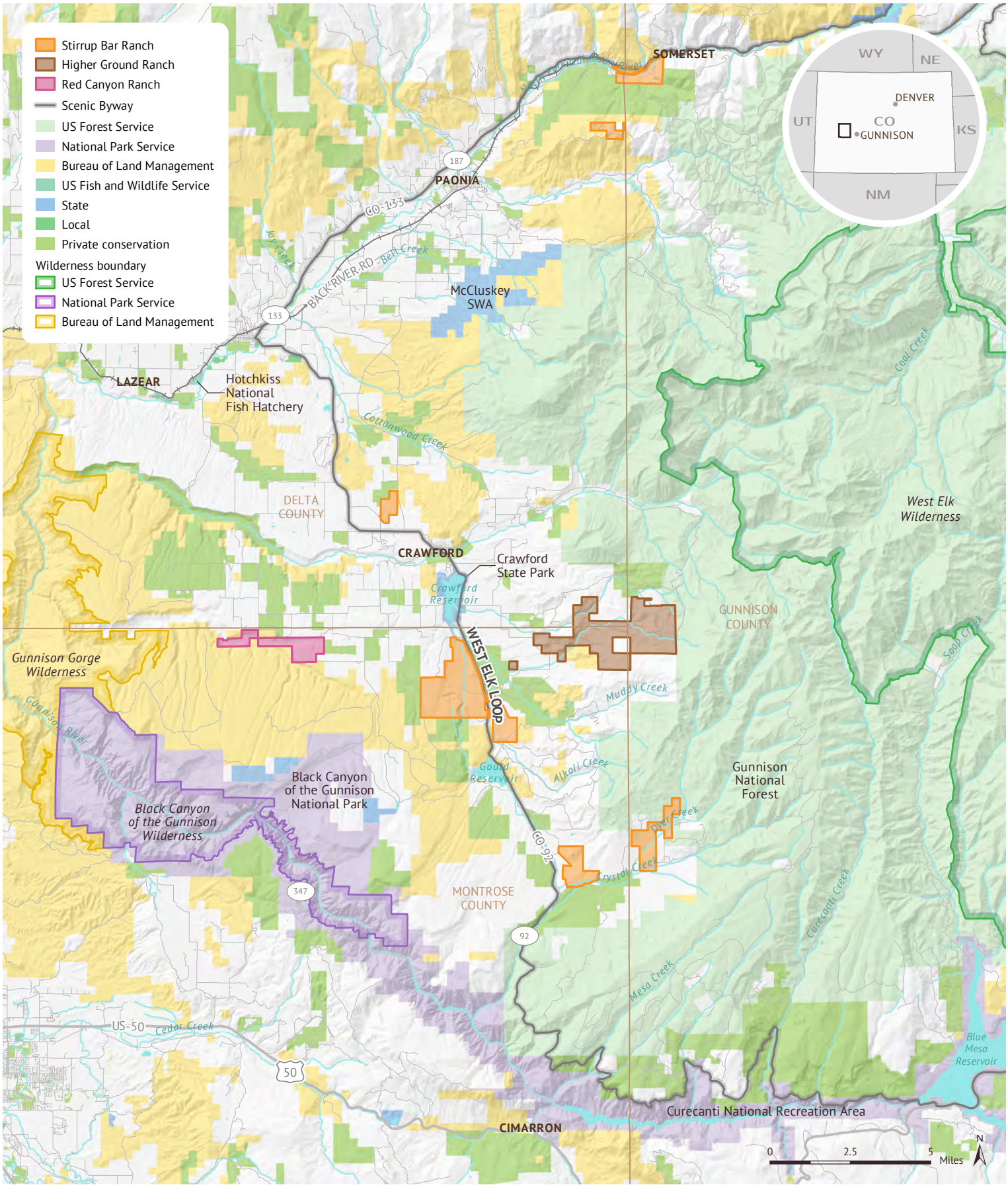
Wade

Wade G. Shelton
Senior Project Manager
JEPS Conservation Fellow



Trust for Public Land
1410 Grant Street, #D210
Denver, CO 80203
P: 303.867.2334 | C: 720.810.7603

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Southwest Colorado Conservation projects

MONTROSE, DELTA, AND GUNNISON COUNTIES

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TRUST FOR PUBLIC LAND™

December __, 2024

Mr. Clint Evans
State Conservationist
USDA Natural Resources Conservation Service
Denver Federal Center
Building 56, Room 2604
P.O. Box 25426
Denver, CO 80225

Re: Stirrup Bar Ranch Conservation Easement NRCS-ACEP Application

Dear Mr. Evans:

Thank you for your consideration of the Trust for Public Land's (TPL) and the Colorado Cattlemen's Agricultural Land Trust's (CCALT) application to the USDA-NRCS "Agricultural Conservation Easement Program" (ACEP) to fund the first phase of a two phased conservation easement (CE) project on the Stirrup Bar Ranch. The proposed CE project will see the entire ranch permanently conserved along with the senior water rights needed to maintain the ranch operation. And as the most ecological and agricultural significant privately held properties in the North Fork Valley, it is critical that this project move forward now.

At over 9,000-acres with a diverse range of riparian, grassland, and forested habitat, and senior water rights, some of which are so senior they are not subject to the Colorado Compact, the Stirrup Bar plays a critical role in the North Fork Valley. Other ranch operations rely on the economy of scale that a larger operation like Stirrup Bar provides, ensuring that smaller farm and ranchland operations have access to the markets and resources they need to thrive, while not sandwiched between housing developments. Local wildlife populations rely on its year-round habitat in order to thrive, particularly the local elk herd. And the ranching family that owns Stirrup Bar has already demonstrated their commitment to conservation by already conserving over 4,168-acres of the ranch via a CE.

Furthermore, the owners of Stirrup Bar have worked extensively with local, statewide and federal public partners like Colorado Parks & Wildlife (CPW), the local NRCS Office, and the Colorado State Forest Services (CSFS) and the U.S. Forest Service (USFS) to restore its riparian, grass and forested habitat, and to employ management practices that compliment adjacent and nearby public land throughout the area.

However, like all working agricultural families, the value of Stirrup Bar's land and water make it challenging to pass onto the next generation, particularly as the North Fork Valley's land and water markets continue to grow with more and more demand for water rights for development purposes and developable land. Put bluntly, we are rapidly nearing a point where the value of the ranch's land and water rights will make conserving the ranch cost prohibitive.

Fortunately, the next generation of Stirrup Bar wants to continue to own and manage the ranch long term, but they must conserve the ranch in order to ensure that they have the financial resources to do so. As a result, it is paramount that the CE project move forward in 2025.

Thank you for your time and consideration.

Sincerely,

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Cash Transfer Report November 2024

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Cash Transfer Report November 2024

Fiscal Impact: 7,961,161.69

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/12/2024

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: 12/12/2024

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

Agenda Date: 12/17/2024

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
November-24

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(1,210,216.16)
130	95 11122	General - Payroll Account	1,389,466.58	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	(3,410,431.55)
002	02 11900	Road & Bridge	0.00	(122,107.20)
003	03 11900	Human Services	29,938.73	0.00
004	04 11900	Public Health Agency	0.00	(2,544.96)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	(1,575,506.95)
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	259,167.21	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	491,897.08	0.00
013	13 11900	Land Preservation	0.00	(155,845.06)
030	30 11900	Mosquito Control	1,675.00	0.00
032	32 11900	Sage Grouse Trust	7,442.74	0.00
034	34 11900	Risk Management	0.00	(5,422.60)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(1,438.89)
050	50 11900	Gunnison County Sewer	0.00	(131,628.00)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(52,935.53)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(100,689.66)
125	52 11101	Solid Waste - Landfill Closure	4,691.01	0.00
126	52 11102	Solid Waste - Landfill Const	17,558.98	0.00
070	70 11900	Housing Authority	0.00	(933,030.62)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	5,389.19	0.00
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(252.80)
082	82 11900	ISF-II	0.00	(130,461.13)
090	90 11900	Health Insurance Trust	0.00	(126,178.38)
115	90 11101	Health Insurance Claims	23,131.54	0.00
091	91 11900	Local Marketing District	160,472.62	0.00
092	92 11900	Transportation Authority	282,285.06	0.00
093	93 11900	Public Trustee Agency	0.00	(2,472.20)
145	95 11121	Accounts Payable Clearing	5,288,045.95	0.00
		TOTALS	**$ 7,961,161.69**	**$ (7,961,161.69)**

TRANSFER FOR JOURNAL ENTRIES:
411105, 411106, 411107, 411108, 411109, 411115, 410571, 410572, 410634, 410714, 410642, 411242, 411386, 411387, 411388, 411395, 410737, 411398, 411399, 411411, 411445, 411446, 410742, 410736, AP, 411444 GNI, 411447, UBB,

PREPARED BY: Whitney Lee DATE: DEC 9 2024

AUTHORIZED BY: John Castle DATE: 12/9/24

RECEIVED BY TREASURER: [illegible] DATE: 12-9-24

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
November-24

Balance	JE's	Description	Finance Business Date	**01** General Fund 01 11900	01 Water Resource Prot. 01 11102	01 Workforce Impact Fees 01 11103	01 Courthouse Renovation 01 11105	01 Revenue Clearing 01 11106	**02** Road & Bridge 02 11900	**03** Human Services 03 11900	**04** Public Health 04 11900
-	411105,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2024	(24,542.67)						(384.16)	
-	411106,	STND2: BUDGETED INTERFUND TRANSFERS	11/30/2024	46,017.53					(9,545.84)		(5,166.67)
-	411107,	STND3: MAPPING SYSTEM CHARGES	11/30/2024	(11,532.15)					(1,675.75)	(22.08)	(22.08)
-	411108,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2024	(3,880.82)					(390.83)	(637.50)	(825.00)
-	411109,	STND5: COMPUTER SYSTEM CHARGES	11/30/2024	(22,467.35)					(1,783.33)	(2,279.17)	(4,812.50)
-	411115,	RECLASS USDA PAYMENTS TO WATER	11/30/2024								
-	410571,	EQUIPMENT USAGE OCTOBER	10/31/2024	(1,038.00)					(78,176.42)		
-	410572,	MATERIAL USAGE OCTOBER	10/31/2024						(5,671.27)		
-	410634,	REVERSE UNEMPLOYMENT FOR COMMISSIONERS	10/31/2024	333.90							
-	410714,	MOTORPOOL RENTS OCTOBER	10/31/2024	(5,116.12)						(479.72)	(668.66)
-	410642,	PCARD OCTOBER	10/31/2024	50,571.69					(3,109.00)	(10,661.17)	(5,697.19)
-	411242,	WEED RENT TO AIRPORT NOV	11/30/2024	(765.00)							
-	411386,	COPIES BLACK NOV 2024	11/30/2024	(572.44)					(0.04)	(3.56)	(6.88)
-	411387,	COPIES COLOR NOV 2024	11/30/2024	(1,011.96)					(0.54)	(9.72)	(19.44)
-	411388,	POSTAGE NOVEMBER 2024	11/30/2024	(1,701.47)							
-	411395,	LANDFILL ALLOCATION NOVEMBER	11/30/2024								
-	410737,	RECLASS	10/31/2024	(274.80)							274.80
-	411398,	PUBLIC HEALTH PHOTOCOPY NOV	11/30/2024	(32.00)							(261.72)
-	411399,	MED CHECKS NOVEMBER	11/30/2024	(5,294.83)							
-	411411,	RECORD BERKLEY MED NOV	11/30/2024								
-	411445,	MOTORPOOL RENTS NOVEMBER	11/30/2024	(1,662.27)							(216.41)
-	411446,	CASH TRANSFER FOR NOV SHORTFALL	11/30/2024	(73,100.00)							
-	410742,	RECLASS MEDICAID TO COMM HEALTH		(62.87)							62.87
-											
-											
-											
-											
-											
-											
-	410736,	REVENUE CLEARING OCTOBER 2024	10/31/2024	211,796.58				(3,410,431.55)	465,491.40	231,686.01	186,360.67
-		REVENUE CLEARING NOVEMBER 2024	10/31/2024								
-	AP,	AP CLEARING NOVEMBER	11/30/2024	(556,019.32)					(320,231.95)	(19,558.46)	(32,261.51)
-		LANDFILL INTERFUND CHARGES	10/31/2024								
-	411444 GNI,	PAYROLL IMPORT NOVEMBER 24	11/30/2024	579,604.79					(167,013.63)	(167,711.74)	(139,285.24)
-	411447,	NET PAYROLL TRANSFER (BMO TRF) NOVEMBER	11/30/2024	(1,389,466.58)							
-	UBB,										
-		TOTALS		(1,210,216.16)	-	-	-	(3,410,431.55)	(122,107.20)	29,938.73	(2,544.96)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
November-24

JE's	Description	Finance Business Date	**07** Conservation Trust 07 11900	**08** Bond Fund 08 11900	08 Series 2010 Bond Reserve 08 11101	08 Series 2013 Bond Reserve 08 11102	**10** Airport Operations 10 11900	10 Terminal Construction 10 11101	**12** Sales Tax 12 11900	**13** Land Preservation 13 11900	**30** Mosquito Control 30 11900	**32** Sage Grouse 32 11900
411105,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2024					(1,394.29)					
411106,	STND2: BUDGETED INTERFUND TRANSFERS	11/30/2024					(4,635.00)				1,675.00	
411107,	STND3: MAPPING SYSTEM CHARGES	11/30/2024					(22.08)					
411108,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2024					(308.33)					
411109,	STND5: COMPUTER SYSTEM CHARGES	11/30/2024					(1,608.33)					
411115,	RECLASS USDA PAYMENTS TO WATER	11/30/2024										
410571,	EQUIPMENT USAGE OCTOBER	10/31/2024										
410572,	MATERIAL USAGE OCTOBER	10/31/2024										
410634,	REVERSE UNEMPLOYMENT FOR COMMISSIONERS	10/31/2024										
410714,	MOTORPOOL RENTS OCTOBER	10/31/2024										
410642,	PCARD OCTOBER	10/31/2024					(644.82)					
411242,	WEED RENT TO AIRPORT NOV	11/30/2024					765.00					
411386,	COPIES BLACK NOV 2024	11/30/2024					(30.76)					
411387,	COPIES COLOR NOV 2024	11/30/2024					(118.62)					
411388,	POSTAGE NOVEMBER 2024	11/30/2024										
411395,	LANDFILL ALLOCATION NOVEMBER	11/30/2024										7,442.74
410737,	RECLASS	10/31/2024										
411398,	PUBLIC HEALTH PHOTOCOPY NOV	11/30/2024										
411399,	MED CHECKS NOVEMBER	11/30/2024										
411411,	RECORD BERKLEY MED NOV	11/30/2024										
411445,	MOTORPOOL RENTS NOVEMBER	11/30/2024										
411446,	CASH TRANSFER FOR NOV SHORTFALL	11/30/2024										
410742,	RECLASS MEDICAID TO COMM HEALTH											
410736,	REVENUE CLEARING OCTOBER 2024	10/31/2024					444,927.70		683,252.23	72,968.94		
	REVENUE CLEARING NOVEMBER 2024	10/31/2024										
AP,	AP CLEARING NOVEMBER	11/30/2024		(1,575,506.95)			(95,254.92)		(191,355.15)	(228,814.00)		
	LANDFILL INTERFUND CHARGES	10/31/2024										
411444 GNI,	PAYROLL IMPORT NOVEMBER 24	11/30/2024					(82,508.34)					
411447,	NET PAYROLL TRANSFER (BMO TRF) NOVEMBER	11/30/2024										
UBB,												
	TOTALS		-	(1,575,506.95)	-	-	259,167.21	-	491,897.08	(155,845.06)	1,675.00	7,442.74

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
November-24

JE's	Description	Finance Business Date	**34** Risk Management 34 11900	**43** Capital Expenditures 43 11900	**50** Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101	**51** Water Fund 51 11900	51 Water Bond Reserve 51 11101	**52** Solid Waste 52 11900	52 Landfill Closure 52 11101	52 Landfill Construction 52 11102	**70** Housing Authority 70 11900
411105,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2024			(386.28)		(1,456.45)		(16,237.15)			
411106,	STND2: BUDGETED INTERFUND TRANSFERS	11/30/2024			(3,749.58)		2,416.66		(5,538.54)			(916.67)
411107,	STND3: MAPPING SYSTEM CHARGES	11/30/2024					(661.50)					
411108,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2024							(37.50)			
411109,	STND5: COMPUTER SYSTEM CHARGES	11/30/2024					(350.00)		(445.83)			
411115,	RECLASS USDA PAYMENTS TO WATER	11/30/2024					(32,205.00)		32,205.00			
410571,	EQUIPMENT USAGE OCTOBER	10/31/2024							(5,768.16)			
410572,	MATERIAL USAGE OCTOBER	10/31/2024										
410634,	REVERSE UNEMPLOYMENT FOR COMMISSIONERS	10/31/2024										
410714,	MOTORPOOL RENTS OCTOBER	10/31/2024										
410642,	PCARD OCTOBER	10/31/2024							(5,834.03)			
411242,	WEED RENT TO AIRPORT NOV	11/30/2024										
411386,	COPIES BLACK NOV 2024	11/30/2024										
411387,	COPIES COLOR NOV 2024	11/30/2024										
411388,	POSTAGE NOVEMBER 2024	11/30/2024										
411395,	LANDFILL ALLOCATION NOVEMBER	11/30/2024							(29,692.73)	4,691.01	17,558.98	
410737,	RECLASS	10/31/2024										
411398,	PUBLIC HEALTH PHOTOCOPY NOV	11/30/2024										
411399,	MED CHECKS NOVEMBER	11/30/2024										
411411,	RECORD BERKLEY MED NOV	11/30/2024										
411445,	MOTORPOOL RENTS NOVEMBER	11/30/2024										
411446,	CASH TRANSFER FOR NOV SHORTFALL	11/30/2024	28,000.00									
410742,	RECLASS MEDICAID TO COMM HEALTH											
410736,	REVENUE CLEARING OCTOBER 2024	10/31/2024							24,633.57			
	REVENUE CLEARING NOVEMBER 2024	10/31/2024										
AP,	AP CLEARING NOVEMBER	11/30/2024	(33,422.60)	(1,438.89)	(124,219.88)		(3,765.72)		(32,706.38)			(932,113.95)
	LANDFILL INTERFUND CHARGES	10/31/2024										
411444 GNI,	PAYROLL IMPORT NOVEMBER 24	11/30/2024			(3,272.26)		(16,913.52)		(61,267.91)			
411447,	NET PAYROLL TRANSFER (BMO TRF) NOVEMBER	11/30/2024										
UBB,												
	TOTALS		(5,422.60)	(1,438.89)	(131,628.00)	-	(52,935.53)	-	(100,689.66)	4,691.01	17,558.98	(933,030.62)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
November-24

JE's	Description	Finance Business Date	70 Hsg Auth Deposits 70 11101	**71** Senior Housing 71 11900	71 Senior Hsg. Deposits 71 11101	**72** Assisted Living 72 11900	**80** Internal Service I 80 11900	**82** Internal Service II 82 11900	**90** Health Insurance 90 11900	90 Health Claims Clearing 90 11101	**91** Marketing District 91 11900	**92** Transportation Authority 92 11900
411105,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2024					44,557.25	(156.25)				
411106,	STND2: BUDGETED INTERFUND TRANSFERS	11/30/2024					(8,108.76)	(7,638.02)			(3,708.44)	(1,101.67)
411107,	STND3: MAPPING SYSTEM CHARGES	11/30/2024						13,935.64				
411108,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2024					(37.50)	6,154.98				
411109,	STND5: COMPUTER SYSTEM CHARGES	11/30/2024					(595.83)	34,538.17				
411115,	RECLASS USDA PAYMENTS TO WATER	11/30/2024										
410571,	EQUIPMENT USAGE OCTOBER	10/31/2024					84,982.58					
410572,	MATERIAL USAGE OCTOBER	10/31/2024					5,671.27					
410634,	REVERSE UNEMPLOYMENT FOR COMMISSIONERS	10/31/2024							(333.90)			
410714,	MOTORPOOL RENTS OCTOBER	10/31/2024					6,264.50					
410642,	PCARD OCTOBER	10/31/2024					(2,786.00)	(17,503.52)	(4,236.96)			
411242,	WEED RENT TO AIRPORT NOV	11/30/2024										
411386,	COPIES BLACK NOV 2024	11/30/2024						613.68				
411387,	COPIES COLOR NOV 2024	11/30/2024						1,160.28				
411388,	POSTAGE NOVEMBER 2024	11/30/2024						1,701.47				
411395,	LANDFILL ALLOCATION NOVEMBER	11/30/2024										
410737,	RECLASS	10/31/2024										
411398,	PUBLIC HEALTH PHOTOCOPY NOV	11/30/2024						293.72				
411399,	MED CHECKS NOVEMBER	11/30/2024							(201,020.64)	206,315.47		
411411,	RECORD BERKLEY MED NOV	11/30/2024							183,183.93	(183,183.93)		
411445,	MOTORPOOL RENTS NOVEMBER	11/30/2024					1,878.68					
411446,	CASH TRANSFER FOR NOV SHORTFALL	11/30/2024					42,000.00					
410742,	RECLASS MEDICAID TO COMM HEALTH											
410736,	REVENUE CLEARING OCTOBER 2024	10/31/2024		10,556.00							419,481.06	659,277.39
	REVENUE CLEARING NOVEMBER 2024	10/31/2024										
AP,	AP CLEARING NOVEMBER	11/30/2024		(4,317.27)			(92,843.98)	(114,087.81)	(54,297.34)		(255,300.00)	(620,529.87)
	LANDFILL INTERFUND CHARGES	10/31/2024										
411444 GNI,	PAYROLL IMPORT NOVEMBER 24	11/30/2024		(849.54)			(81,235.01)	(49,473.47)	(49,473.47)			244,639.21
411447,	NET PAYROLL TRANSFER (BMO TRF) NOVEMBER	11/30/2024										
UBB,												
	TOTALS		-	5,389.19	-	-	(252.80)	(130,461.13)	(126,178.38)	23,131.54	160,472.62	282,285.06

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
November-24

JE's	Description	Finance Business Date	**93** Public Trustee 93 11900	**95** Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
411105,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2024			
411106,	STND2: BUDGETED INTERFUND TRANSFERS	11/30/2024			
411107,	STND3: MAPPING SYSTEM CHARGES	11/30/2024			
411108,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2024	(37.50)		
411109,	STND5: COMPUTER SYSTEM CHARGES	11/30/2024	(195.83)		
411115,	RECLASS USDA PAYMENTS TO WATER	11/30/2024			
410571,	EQUIPMENT USAGE OCTOBER	10/31/2024			
410572,	MATERIAL USAGE OCTOBER	10/31/2024			
410634,	REVERSE UNEMPLOYMENT FOR COMMISSIONERS	10/31/2024			
410714,	MOTORPOOL RENTS OCTOBER	10/31/2024			
410642,	PCARD OCTOBER	10/31/2024	(99.00)		
411242,	WEED RENT TO AIRPORT NOV	11/30/2024			
411386,	COPIES BLACK NOV 2024	11/30/2024			
411387,	COPIES COLOR NOV 2024	11/30/2024			
411388,	POSTAGE NOVEMBER 2024	11/30/2024			
411395,	LANDFILL ALLOCATION NOVEMBER	11/30/2024			
410737,	RECLASS	10/31/2024			
411398,	PUBLIC HEALTH PHOTOCOPY NOV	11/30/2024			
411399,	MED CHECKS NOVEMBER	11/30/2024			
411411,	RECORD BERKLEY MED NOV	11/30/2024			
411445,	MOTORPOOL RENTS NOVEMBER	11/30/2024			
411446,	CASH TRANSFER FOR NOV SHORTFALL	11/30/2024	3,100.00		
410742,	RECLASS MEDICAID TO COMM HEALTH				
410736,	REVENUE CLEARING OCTOBER 2024	10/31/2024			
	REVENUE CLEARING NOVEMBER 2024	10/31/2024			
AP,	AP CLEARING NOVEMBER	11/30/2024		5,288,045.95	
	LANDFILL INTERFUND CHARGES	10/31/2024			
411444 GNI,	PAYROLL IMPORT NOVEMBER 24	11/30/2024	(5,239.87)		
411447,	NET PAYROLL TRANSFER (BMO TRF) NOVEMBER	11/30/2024			1,389,466.58
UBB,					
	TOTALS		(2,472.20)	5,288,045.95	1,389,466.58

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: October 2024 Sales Tax and Local Marketing Tax

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

October 2024 Sales Tax and Local Marketing Tax

Fiscal Impact:

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/12/2024

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: 12/12/2024

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

Agenda Date: 12/17/2024

Revised April 2015

Gunnison County, Colorado
Total Taxable Sales
For the Year Ended 12/31/2024

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,333,426	17,796,748	18,151,279	15,478,567	18,973,287	23,413,482	27,383,109	27,484,423	25,973,698	29,748,718			**$ 222,736,737**
Crested Butte	13,813,046	14,930,455	16,113,900	5,365,049	7,141,115	14,713,649	21,945,417	17,505,137	16,527,245	12,305,211			**$ 140,360,224**
Mt. Crested Butte	7,828,497	9,476,570	8,877,375	1,740,035	2,445,582	3,652,649	6,479,827	6,150,664	4,414,768	2,912,042			**$ 53,978,009**
Marble	123,756	56,991	83,491	40,812	218,209	466,588	509,999	431,717	610,307	337,736			**$ 2,879,606**
Pitkin	89,194	50,628	59,135	115,088	84,932	290,488	501,439	440,850	357,610	212,714			**$ 2,202,078**
Unincorporated	17,048,736	17,797,910	18,201,993	15,483,778	18,395,931	26,842,600	25,920,517	24,373,186	22,948,857	19,243,631			**$ 206,257,139**
TOTAL TAXABLE SALES	$ 57,236,655	$ 60,109,302	$ 61,487,173	$ 38,223,329	$ 47,259,056	$ 69,379,456	$ 82,740,308	$ 76,385,977	$ 70,832,485	$ 64,760,052	$ -	$ -	**$ 628,413,793**
Computed 1% Sales Tax	**$ 572,367**	**$ 601,093**	**$ 614,872**	**$ 382,233**	**$ 472,591**	**$ 693,795**	**$ 827,403**	**$ 763,860**	**$ 708,325**	**$ 647,601**	**$ -**	**$ -**	**$ 6,284,138**
% Incr(Decr) of 2024 over 2023	**2.66%**	**2.83%**	**-6.31%**	**-2.06%**	**4.41%**	**8.19%**	**-3.85%**	**-2.93%**	**2.44%**	**23.78%**			

Gunnison County, Colorado
Total Taxable Sales
For the Year Ended 12/31/2023

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013	20,402,752	18,155,631	20,581,787	**$ 257,556,501**
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793	9,644,189	8,345,103	14,906,740	**$ 164,545,060**
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676	2,339,764	2,237,863	6,985,254	**$ 65,082,524**
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568	72,912	92,606	**$ 3,136,316**
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238	230,205	71,707	**$ 2,241,089**
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137	19,479,397	18,311,671	21,008,929	**$ 232,911,141**
TOTAL TAXABLE SALES	$ 55,756,070	$ 58,454,881	$ 65,630,349	$ 39,026,774	$ 45,260,991	$ 64,125,619	$ 86,056,769	$ 78,695,446	$ 69,146,416	$ 52,318,908	$ 47,353,385	$ 63,647,023	**$ 725,472,631**
Computed 1% Sales Tax	**$ 557,561**	**$ 584,549**	**$ 656,303**	**$ 390,268**	**$ 452,610**	**$ 641,256**	**$ 860,568**	**$ 786,954**	**$ 691,464**	**$ 523,189**	**$ 473,534**	**$ 636,470**	**$ 7,254,726**
% Incr(Decr) of 2023 over 2022	**7.68%**	**9.17%**	**3.44%**	**-0.66%**	**1.04%**	**-5.60%**	**11.60%**	**4.70%**	**4.91%**	**2.39%**	**4.03%**	**2.47%**	**3.98%**

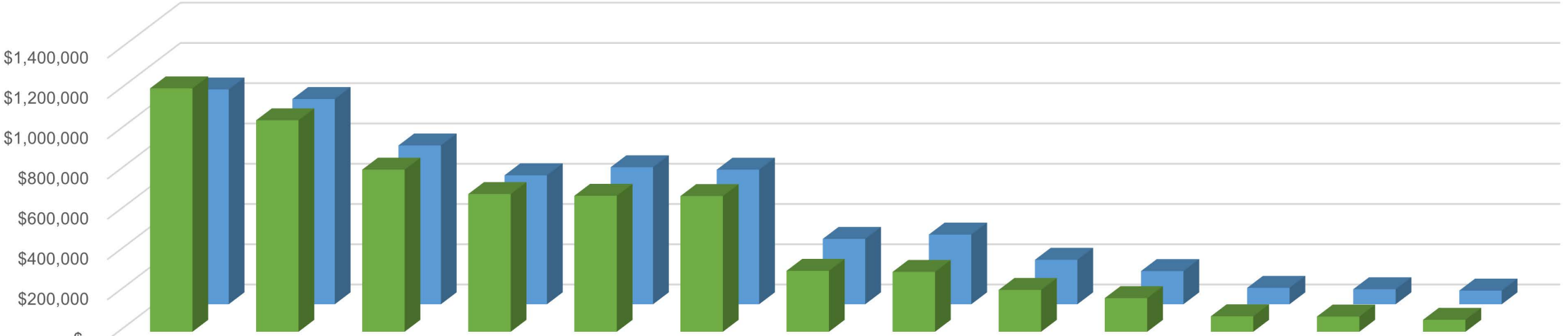
Gunnison County, Colorado
Total Taxable Sales
For the Year Ended 12/31/2022

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	20,438,936	17,890,614	20,669,031	25,796,768	28,196,350	31,629,842	24,126,432	20,457,915	18,124,629	20,960,481	**$ 265,320,617**
Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	8,726,989	15,911,249	20,921,043	18,437,867	17,020,353	10,727,318	8,543,383	14,679,374	**$ 171,796,601**
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	1,548,296	4,216,835	6,653,868	4,611,501	4,234,447	2,374,698	2,875,744	8,304,071	**$ 64,035,757**
Marble	102,381	141,319	148,498	113,763	262,147	534,477	468,330	450,330	565,280	390,700	121,001	223,421	**$ 3,521,647**
Pitkin	16,078	57,347	54,260	93,995	64,328	160,633	481,740	328,952	236,439	48,859	58,230	35,113	**$ 1,635,974**
Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	13,524,789	21,307,219	20,393,061	19,704,387	19,725,170	17,099,249	15,795,244	17,912,969	**$ 191,389,244**
TOTAL TAXABLE SALES	$ 51,780,854	$ 53,542,844	$ 63,450,637	$ 39,284,953	$ 44,795,580	$ 67,927,181	$ 77,114,392	$ 75,162,879	$ 65,908,121	$ 51,098,739	$ 45,518,231	$ 62,115,429	**$ 697,699,840**
Computed 1% Sales Tax	**$ 517,809**	**$ 535,428**	**$ 634,506**	**$ 392,850**	**$ 447,956**	**$ 679,272**	**$ 771,144**	**$ 751,629**	**$ 659,081**	**$ 510,987**	**$ 455,182**	**$ 621,154**	**$ 6,976,998**
% Incr(Decr) of 2022 over 2021	**22.44%**	**16.01%**	**22.41%**	**10.51%**	**11.23%**	**12.32%**	**9.24%**	**20.70%**	**2.88%**	**8.58%**	**7.44%**	**11.76%**	**12.80%**

GUNNISON COUNTY ONLY
SALES TAX REVENUE COMPARISONS

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted
2024	Current Month TOTAL COUNTY REVENUE	$ 345,784	$ 363,893	$ 372,803	$ 242,893	$ 302,632	$ 455,467	$ 517,661	$ 478,153	$ 443,264	$ 394,375			$ 3,916,925	$ 3,916,925	$ 4,207,000
	% Change over previous year (monthly)	6.42%	6.98%	-4.35%	0.37%	7.97%	13.88%	-2.41%	-3.96%	-2.37%	17.96%				3.25%	93.10%
2023	Current Month TOTAL COUNTY REVENUE	$ 324,932	$ 340,144	$ 389,749	$ 241,989	$ 280,294	$ 399,947	$ 530,432	$ 497,880	$ 454,007	$ 334,331	$ 303,664	$ 398,619	$ 4,495,987	$ 3,793,704	$ 3,940,000
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%	10.04%	11.74%	4.76%	6.66%	5.38%		7.77%	96.29%
2022	Current Month TOTAL COUNTY REVENUE	$ 292,878	$ 297,417	$ 362,083	$ 230,107	$ 269,740	$ 424,310	$ 465,675	$ 452,474	$ 406,304	$ 319,128	$ 284,705	$ 378,280	$ 4,183,101	$ 3,520,116	$ 3,406,600
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		17.54%	103.33%
2021	Current Month TOTAL COUNTY REVENUE	$ 233,764	$ 257,877	$ 290,061	$ 199,332	$ 232,968	$ 360,366	$ 410,033	$ 364,718	$ 372,329	$ 273,281	$ 250,647	$ 326,389	$ 3,571,764	$ 2,994,728	$ 3,406,600
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		26.63%	87.91%
2020	Current Month TOTAL COUNTY REVENUE	$ 211,645	$ 216,061	$ 168,955	$ 143,089	$ 170,460	$ 251,544	$ 335,046	$ 304,309	$ 325,465	$ 238,366	$ 205,332	$ 299,015	$ 2,869,287	$ 2,364,940	$ 2,364,672
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		14.64%	100.01%
2019	Current Month TOTAL COUNTY REVENUE	$ 170,068	$ 166,941	$ 175,741	$ 132,172	$ 142,698	$ 237,026	$ 315,888	$ 272,816	$ 247,731	$ 201,760	$ 179,764	$ 260,373	$ 2,502,978	$ 2,062,841	$ 2,110,144
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		8.33%	97.76%
2018	Current Month TOTAL COUNTY REVENUE	$ 158,998	$ 147,877	$ 168,535	$ 120,215	$ 143,035	$ 214,044	$ 282,457	$ 233,448	$ 276,580	$ 159,001	$ 125,311	$ 194,760	$ 2,224,261	$ 1,904,191	$ 1,924,050
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		14.44%	98.97%
2017	Current Month TOTAL COUNTY REVENUE	$ 139,392	$ 147,047	$ 175,495	$ 96,225	$ 115,279	$ 183,923	$ 225,052	$ 239,240	$ 200,934	$ 141,366	$ 116,836	$ 182,356	$ 1,963,146	$ 1,663,954	$ 1,838,400
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		3.10%	90.51%
2016	Current Month TOTAL COUNTY REVENUE	$ 125,157	$ 162,979	$ 157,480	$ 104,370	$ 109,392	$ 180,729	$ 236,845	$ 228,536	$ 188,024	$ 120,348	$ 95,628	$ 172,116	$ 1,881,604	$ 1,613,860	$ 1,838,000
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		8.10%	87.81%
2015	Current Month TOTAL COUNTY REVENUE	$ 126,679	$ 125,795	$ 150,379	$ 85,652	$ 102,664	$ 165,071	$ 230,768	$ 195,968	$ 196,937	$ 113,088	$ 100,454	$ 165,123	$ 1,758,576	$ 1,492,999	$ 1,590,000
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		8.54%	93.90%
2014	Current Month TOTAL COUNTY REVENUE	$ 111,194	$ 111,264	$ 135,936	$ 79,960	$ 99,520	$ 148,591	$ 217,272	$ 182,558	$ 181,453	$ 107,835	$ 96,183	$ 151,916	$ 1,623,681	$ 1,375,582	$ 1,472,000
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		7.35%	93.45%
2013	Current Month TOTAL COUNTY REVENUE	$ 110,324	$ 106,514	$ 130,684	$ 75,429	$ 91,528	$ 141,300	$ 202,863	$ 166,649	$ 147,509	$ 108,617	$ 90,260	$ 138,428	$ 1,510,104	$ 1,281,416	$ 1,425,560
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		7.82%	89.89%
2012	Current Month TOTAL COUNTY REVENUE	$ 92,941	$ 110,679	$ 116,281	$ 77,835	$ 94,048	$ 145,374	$ 181,344	$ 141,276	$ 132,637	$ 96,096	$ 88,302	$ 131,132	$ 1,407,945	$ 1,188,511	$ 1,329,266
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		3.64%	89.41%
2011	Current Month TOTAL COUNTY REVENUE	$ 98,484	$ 99,063	$ 119,211	$ 71,572	$ 81,078	$ 119,386	$ 177,640	$ 157,047	$ 131,749	$ 91,514	$ 85,637	$ 141,761	$ 1,374,141	$ 1,146,743	$ 1,314,611

2023/2024 YTD Industry Comparison
as of October 2024

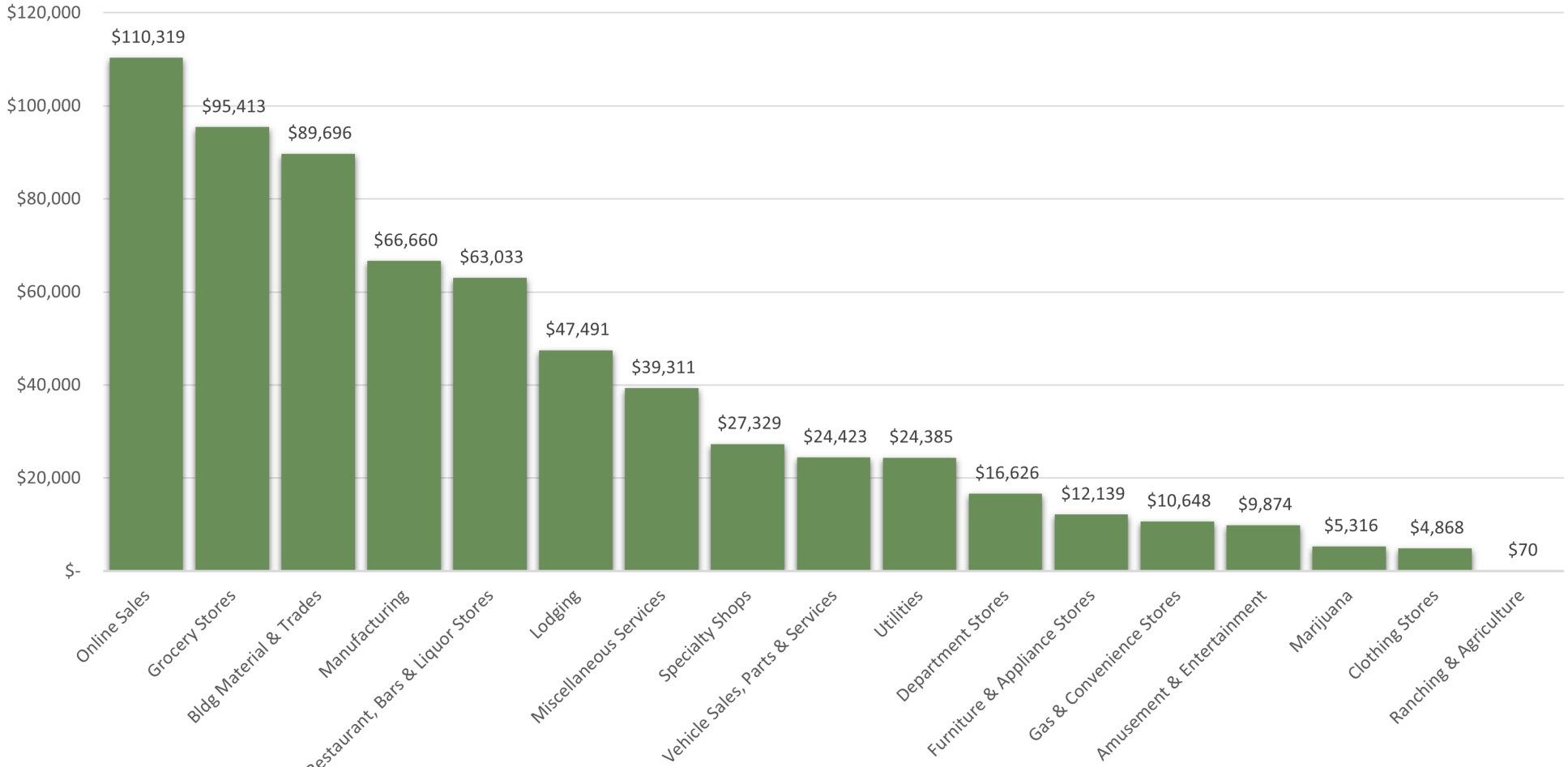


	ONLINE SALES	OTHER	REST/BARS/ LIQ	LODGING	BLDG MATERIAL	GROCERY STORE	SPECIALTY SHOP	UTILITIES	VEHICLE SALES	DEPT STORES	CLOTHING STORES	FURNITURE /APPL	MARIJUANA
2024	1,208,846	1,050,291	805,157	684,000	675,307	674,000	302,598	297,328	207,744	167,095	76,876	75,536	59,361
2023	1,066,767	1,019,369	788,727	640,507	680,487	668,317	324,713	346,204	220,804	164,939	81,425	74,506	67,958

2024 2023

Taxes By Industry

October 2024



GUNNISON COUNTY

Taxes by Industry and Jurisdiction

October 2024

	ALMONT	CRESTED BUTTE	GUNNISON	MARBLE	MT. CRESTED BUTTE	OHIO CITY	PARLIN	PITKIN	POWDERHORN	REM OF CNTY	SOMERSET	TINCUP	Grand Total
Amusement & Entertainment	5	2,310	6,701	4	12	-	-	0	-	841	0	-	$ 9,874
Bldg Material & Trades	657	27,669	41,264	54	3,539	40	-	12	-	15,854	606	-	$ 89,696
Clothing Stores	-	2,980	1,696	2	102	17	2	13	1	51	4	-	$ 4,868
Department Stores	-	-	16,625	1	-	-	-	-	-	-	-	-	$ 16,626
Furniture & Appliance Stores	-	7,364	1,371	91	304	11	-	-	-	2,998	-	-	$ 12,139
Grocery Stores	-	10,295	84,461	67	180	-	-	60	-	328	22	-	$ 95,413
Lodging	2,480	7,428	11,033	439	15,607	47	-	994	110	9,324	29	-	$ 47,491
Manufacturing	1	12,492	45,805	211	2,062	133	2	236	2	2,947	2,769	-	$ 66,660
Marijuana	-	1,715	3,601	-	-	-	-	-	-	-	-	-	$ 5,316
Miscellaneous Services	1,078	9,299	12,409	84	3,151	14	0	376	-	11,155	1,744	-	$ 39,311
Online Sales	-	2	12	0	-	-	-	-	-	110,305	-	-	$ 110,319
Ranching & Agriculture	-	21	50	-	-	-	-	-	-	-	-	-	$ 70
Specialty Shops	7	5,346	15,009	5	285	12	215	42	-	5,936	472	-	$ 27,329
Utilities	1,503	3,672	3,966	144	3,575	262	1	220	-	10,805	239	-	$ 24,385
Vehicle Sales, Parts & Services	-	1,550	15,749	130	172	115	-	80	14	6,341	272	-	$ 24,423
Restaurant, Bars & Liquor Stores	-	29,210	30,569	2,146	130	-	-	-	-	978	-	-	$ 63,033
Gas & Convenience Stores	-	1,699	7,166	-	-	-	-	95	-	307	1,382	-	$ 10,648
Grand Total	**$ 5,731**	**$ 123,052**	**$ 297,487**	**$ 3,377**	**$ 29,120**	**$ 650**	**$ 220**	**$ 2,127**	**$ 128**	**$ 178,169**	**$ 7,539**	**$ -**	**$ 647,601**

GUNNISON COUNTY

Taxes by Industry and Jurisdiction

YTD through October 2024

	ALMONT	CRESTED BUTTE	GUNNISON	MARBLE	MT. CRESTED BUTTE	OHIO CITY	PARLIN	PITKIN	POWDERHORN	REM OF CNTY	SOMERSET	TINCUP	Grand Total
Amusement & Entertainment	4,129	73,068	66,514	102	54,285	6	-	55	-	33,488	3	-	$ 231,650
Bldg Material & Trades	844	212,119	340,734	607	13,047	305	-	1,313	73	98,803	7,462	-	$ 675,307
Clothing Stores	1	48,529	16,585	20	11,117	42	2	30	2	540	7	-	$ 76,876
Department Stores	3	3	167,085	1	-	-	-	-	2	1	-	-	$ 167,095
Furniture & Appliance Stores	-	37,973	18,883	585	1,533	41	-	72	-	16,026	424	-	$ 75,536
Grocery Stores	-	142,136	528,547	66	224	-	-	60	-	2,944	23	-	$ 674,000
Lodging	33,975	108,144	109,580	5,035	282,009	372	-	7,893	3,740	132,836	416	-	$ 684,000
Manufacturing	238	50,258	83,350	469	6,613	255	6	448	3	16,740	22,503	-	$ 180,882
Marijuana	-	23,188	36,173	-	-	-	-	-	-	-	-	-	$ 59,361
Miscellaneous Services	20,167	127,664	139,221	1,867	93,652	2,489	7	3,215	0	137,163	12,346	0	$ 537,789
Online Sales	-	2	12	0	-	-	-	-	-	1,208,831	0	-	$ 1,208,846
Ranching & Agriculture	-	1,116	772	1	2	-	-	-	-	18	-	-	$ 1,908
Specialty Shops	73	83,671	131,314	1,632	4,066	79	308	973	7	72,551	7,876	46	$ 302,598
Utilities	12,704	42,702	66,652	1,745	47,342	1,434	14	2,415	0	119,971	2,349	-	$ 297,328
Vehicle Sales, Parts & Services	10	16,651	144,757	405	458	118	-	1,951	15	42,342	1,036	-	$ 207,744
Restaurant, Bars & Liquor Stores	-	422,865	311,671	16,262	25,434	-	-	725	-	28,191	10	-	$ 805,157
Gas & Convenience Stores	9	13,514	65,517	-	-	-	-	2,873	-	4,871	11,279	-	$ 98,063
Grand Total	**$ 72,153**	**$ 1,403,602**	**$ 2,227,367**	**$ 28,796**	**$ 539,780**	**$ 5,143**	**$ 337**	**$ 22,021**	**$ 3,843**	**$ 1,915,317**	**$ 65,733**	**$ 46**	**$ 6,284,138**

GUNNISON COUNTY

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2024														
Current Month Net Collection	302,223.00	459,681.85	483,880.95	93,482.00	128,750.00	338,680.46	526,665.00	422,316.88	434,627.00	183,250.00				
Marble Only Collections	*233.00*	*495.00*	*1,071.00*	*378.00*	*1,125.00*	*5,321.48*	*3,695.00*	*2,715.00*	*7,583.00*	*1,571.00*				
Non Marble Collections	*301,990.00*	*459,186.85*	*482,809.95*	*93,104.00*	*127,625.00*	*333,358.98*	*522,970.00*	*419,601.88*	*427,044.00*	*181,679.00*				
Interest Credit	98.00	339.00	2.00	34.00	42.00	10.00	10.00	581.00	26.00	77.00				
Program Cost	454.95	818.84	664.34	608.05	430.22	(10,770.14)	729.17	820.36	608.90	807.26				
Current Total Distribution	$ 302,775.95	$ 460,839.69	$ 484,547.29	$ 94,124.05	$ 129,222.22	$ 327,920.32	$ 527,404.17	$ 423,718.24	$ 435,261.90	$ 184,134.26	$ -	$ -	$ 3,369,948.09	$ 3,369,948.09
% Change over previous year (cumulative)	*-5.02%*	*40.64%*	*11.88%*	*-2.64%*	*3.81%*	*12.20%*	*5.81%*	*18.56%*	*-4.02%*	*-16.05%*				
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2023														
Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00	452,768.00	217,535.00	126,389.00	344,122.00		
Marble Only Collections	*584.00*	*(362.00)*	*926.00*	*318.00*	*600.00*	*2,512.00*	*2,919.00*	*1,950.00*	*5,775.00*	*1,270.00*	*564.00*	1,397.00		
Non Marble Collections	*317,905.00*	*327,570.00*	*431,738.00*	*95,968.00*	*123,421.56*	*299,625.15*	*495,479.00*	*354,535.00*	*446,993.00*	*216,265.00*	*125,825.00*	*342,725.00*		
Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00	835.00	100.00	85.00		
Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82	978.84	557.45	326.12		
Current Total Distribution	$ 318,774.21	$ 327,664.69	$ 433,112.61	$ 96,673.57	$ 124,484.83	$ 292,264.33	$ 498,464.59	$ 357,373.24	$ 453,495.82	$ 219,348.84	$ 127,046.45	$ 344,533.12	$ 3,593,236.30	$ 3,121,656.73
% Change over previous year (cumulative)	*-2.64%*	*-3.44%*	*-13.46%*	*-11.88%*	*-10.70%*	*-10.76%*	*-7.64%*	*-6.67%*	*-3.44%*	*-2.45%*	*-1.86%*	*-1.38%*	-1.38%	
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2022														
Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
Current Total Distribution	$ 327,433.99	$ 342,067.65	$ 577,958.31	$ 87,289.40	$ 121,894.10	$ 328,323.03	$ 479,362.31	$ 359,480.63	$ 381,932.34	$ 194,462.90	$ 110,094.52	$ 333,046.92	$ 3,643,346.10	$ 3,200,204.66
% Change over previous year (cumulative)	*28.01%*	*15.91%*	*27.14%*	*24.01%*	*22.46%*	*14.20%*	*10.90%*	*8.92%*	*5.85%*	*6.32%*	*4.94%*	*4.39%*	4.39%	
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2021														
Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
Current Total Distribution	$ 255,793.86	$ 321,802.16	$ 403,591.57	$ 95,161.04	$ 113,119.09	$ 373,494.58	$ 478,803.13	$ 367,144.34	$ 430,845.10	$ 170,090.37	$ 144,541.99	$ 335,612.28	$ 3,489,999.51	$ 3,009,845.24
% Change over previous year (cumulative)	*32.88%*	*40.50%*	*64.94%*	*60.58%*	*70.92%*	*78.01%*	*65.77%*	*56.82%*	*49.45%*	*46.60%*	*46.37%*	*43.19%*	43.19%	
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2020														
Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
Current Total Distribution	$ 192,500.17	$ 218,603.53	$ 183,757.74	$ 75,416.30	$ 25,651.18	$ 182,097.76	$ 353,688.55	$ 304,421.93	$ 364,005.62	$ 152,900.68	$ 102,034.07	$ 282,197.01	$ 2,437,274.54	$ 2,053,043.46
% Change over previous year (cumulative)	*5.75%*	*14.23%*	*4.43%*	*-0.06%*	*-6.11%*	*-7.23%*	*-1.96%*	*1.44%*	*6.08%*	*8.70%*	*9.33%*	*11.38%*	11.38%	
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2019														
Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
Current Total Distribution	$ 182,039.77	$ 177,839.06	$ 209,741.18	$ 101,064.11	$ 70,528.24	$ 205,251.69	$ 309,873.15	$ 258,026.69	$ 276,903.79	$ 97,483.25	$ 82,406.90	$ 217,147.56	$ 2,188,305.39	$ 1,888,750.93
% Change over previous year (cumulative)	*20.51%*	*18.14%*	*7.37%*	*14.17%*	*10.98%*	*1.14%*	*0.56%*	*1.54%*	*0.29%*	*0.63%*	*1.63%*	*2.63%*	2.63%	
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2018														
Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		

Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
Current Total Distribution	$ 151,063.95	$ 153,562.48	$ 225,891.35	$ 56,935.50	$ 80,398.66	$ 267,971.63	$ 313,473.14	$ 242,085.43	$ 294,660.46	$ 90,869.56	$ 62,626.33	$ 192,678.64	$ 2,132,217.13	$ 1,876,912.16
% Change over previous year (cumulative)	*15.06%*	*8.18%*	*12.14%*	*-1.92%*	*1.85%*	*14.14%*	*14.88%*	*13.40%*	*14.18%*	*11.43%*	*12.48%*	*11.68%*	11.68%	
	Jan	***Feb***	***Mar***	***Apr***	***May***	***Jun***	***Jul***	***Aug***	***Sep***	***Oct***	***Nov***	***Dec***	***Totals***	***Year to Date***
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	$ 131,290.57	$ 150,312.93	$ 191,482.05	$ 125,862.00	$ 56,778.43	$ 164,148.89	$ 267,632.86	$ 227,618.97	$ 249,060.13	$ 120,135.29	$ 40,050.89	$ 184,856.73	$ 1,909,229.74	$ 1,684,322.12
% Change over previous year (cumulative)	*-14.99%*	*-11.93%*	*-2.37%*	*1.95%*	*3.02%*	*6.33%*	*4.67%*	*6.62%*	*7.27%*	*10.32%*	*9.96%*	*10.28%*	10.28%	
	Jan	***Feb***	***Mar***	***Apr***	***May***	***Jun***	***Jul***	***Aug***	***Sep***	***Oct***	***Nov***	***Dec***	***Totals***	***Year to Date***
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	$ 154,435.98	$ 165,326.89	$ 164,787.97	$ 102,949.89	$ 49,027.50	$ 134,527.61	$ 267,932.26	$ 194,452.87	$ 224,682.64	$ 68,701.47	$ 41,424.49	$ 163,080.47	$ 1,731,330.04	$ 1,526,825.08
% Change over previous year (cumulative)	*48.61%*	*40.79%*	*10.92%*	*24.08%*	*22.90%*	*18.62%*	*17.77%*	*13.06%*	*12.09%*	*11.70%*	*11.88%*	*14.85%*	14.85%	
	Jan	***Feb***	***Mar***	***Apr***	***May***	***Jun***	***Jul***	***Aug***	***Sep***	***Oct***	***Nov***	***Dec***	***Totals***	***Year to Date***
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	$ 103,919.20	$ 123,193.98	$ 209,737.84	$ 36,620.72	$ 44,462.69	$ 132,076.38	$ 232,173.30	$ 208,740.06	$ 209,908.23	$ 66,030.97	$ 34,801.84	$ 105,804.86	$ 1,507,470.07	$ 1,366,863.37
% Change over previous year (cumulative)	*452.10%*	*608.71%*	*31.93%*	*39.95%*	*48.15%*	*17.49%*	*18.74%*	*20.42%*	*13.00%*	*13.44%*	*13.37%*	*8.87%*	8.87%	

LMD Taxes by Jurisdiction

YTD through October 2024

YEAR 2024	Almont	Crested Butte	Gunnison	Marble	Ohio City	Pitkin	Powderhorn	Somerset	Mt Crested Butte	Gunnison County	Program Cost	Grand Total
January	2,446	70,997	22,957	233	402	455	272	-	164,641	39,918	455	$ 302,776
February	4,243	71,490	22,597	495	36	116	230	-	305,295	55,519	819	$ 460,840
March	3,549	79,674	36,929	1,071	67	253	208	-	292,509	69,623	664	$ 484,547
April	1,646	14,439	9,361	378	132	4	461	-	45,906	21,189	608	$ 94,124
May	8,931	13,019	35,418	1,125	26	183	788	-	39,698	29,604	430	$ 129,222
June	26,714	58,935	59,049	5,321	57	982	3,814		108,867	74,951	(10,770)	$ 327,920
July	33,710	95,784	71,044	3,695	296	534	2,265	-	209,912	109,435	729	$ 527,404
August	27,722	78,292	60,648	2,715	305	542	617		134,312	117,745	820	$ 423,718
September	14,683	81,695	66,315	6,604	60	2,406	334	-	173,552	89,004	609	$ 435,262
October	6,717	27,033	57,615	1,571	160	(140)	366	9	56,202	33,794	807	$ 184,134
November												$ -
December												$ -
Grand Total	$ 130,361	$ 591,358	$ 441,933	$ 23,208	$ 1,541	$ 5,335	$ 9,355	$ 9	$ 1,530,894	$ 640,782	$ (4,828)	$ 3,369,948

LMD Taxes by Jurisdiction

YTD through October 2023

YEAR 2023	Almont	Crested Butte	Gunnison	Marble	Ohio City	Pitkin	Powderhorn	Somerset	Mt Crested Butte	Gunnison County	Program Cost	Grand Total
January	3,665	80,485	20,102	584		228	273	531	173,293	39,316	297	$ 318,774
February	4,045	86,575	18,630	(362)	29	317	58	177	183,692	34,080	424	$ 327,665
March	2,894	97,052	36,773	926	55	126	224	27	253,661	40,929	446	$ 433,113
April	1,496	20,093	14,004	318	37	231	643		44,832	14,634	386	$ 96,674
May	8,539	18,676	22,552	600	161	124	488	9	46,901	25,992	443	$ 124,485
June	20,567	57,031	64,907	2,512	196	761	5,070		78,627	72,486	(9,893)	$ 292,264
July	36,771	125,482	58,596	2,919	482	1,490	5,520		158,286	108,854	65	$ 498,465
August	31,979	85,149	64,356	1,950	324	592	606		104,205	67,382	830	$ 357,373
September	20,666	86,059	89,441	5,775	221	3,711	549		169,130	77,218	726	$ 453,496
October	9,136	35,953	34,185	1,270	272	166	386		63,240	73,762	979	$ 219,349
November												$ -
December												$ -
Grand Total	$ 139,758	$ 692,555	$ 423,546	$ 16,492	$ 1,777	$ 7,746	$ 13,817	$ 744	$ 1,275,867	$ 554,653	$ (5,298)	$ 3,121,657

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: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

TREASURER'S MONTHLY REPORT FOR NOVEMBER 2024

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	**$**	**$**	**$**	**$**
Due from Tre-County General	8,456,145.18	459,455.36	(1,432,978.44)	7,482,622.10
Due from Tre-Road & Bridge	4,354,192.23	54,720.27	(124,356.20)	4,284,556.30
Due from Tre-Human Services	818,727.75	36,224.26	(692.91)	854,259.10
Due from Tre-Public Health Agency	17,925.33	2,624.56	(2,570.66)	17,979.23
Due from Tre-Conservation Trust	307,406.25	935.01	-	308,341.26
Due from Tre-Bond Fund	2,408,939.21	2,534.97	(1,575,506.95)	835,967.23
Due from Tre-Airport	1,183,238.07	313,996.53	(1,454.25)	1,495,780.35
Due from Tre-Sales Tax	3,256,839.88	507,575.05	(42.63)	3,764,372.30
Due from Tre-Land Preservation	1,990,364.80	6,470.34	(155,845.06)	1,840,990.08
Due from Tre-Mosquito	28,775.88	1,972.39	(20.45)	30,727.82
Due from Tre-Sage Grouse	378,135.25	8,615.51	-	386,750.76
Due from Tre-Risk Management	6,318.49	2.72	(5,422.60)	898.61
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	41,927.71	15,909.02	(1,438.89)	56,397.84
Due from Tre-Sewer	1,270,327.45	128,919.17	(132,872.84)	1,266,373.78
Due from Tre-Water	790,785.14	2,482.99	(52,935.53)	740,332.60
Due from Tre-Solid Waste	534,623.01	167,390.54	(104,567.52)	597,446.03
Due from Tre-Housing Authority	1,560,490.82	31,605.90	(933,326.70)	658,770.02
Due from Tre-Gunn Sr Housing	202,217.43	6,020.65	-	208,238.08
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	779.45	1.60	(252.80)	528.25
Due from Tre-Internal Service II	175,652.64	128.33	(133,461.13)	42,319.84
Due from Tre-Insurance Trust	2,256,384.07	31,959.41	(126,178.38)	2,162,165.10
Due from Tre-Local Marketing District	1,350,008.21	165,066.90	-	1,515,075.11
Due from Tre-Rural Trans Auth	4,368,978.86	302,803.86	(63.53)	4,671,719.19
Due from Tre-Public Trustee Agency	2,564.11	-	(2,472.20)	91.91
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	-	-	-
Due from Tre-Treas Fees	-	13,748.88	(13,748.88)	-
Due from Tre-Health Claims	180,795.25	207,235.47	(245,316.87)	142,713.85
Due from Tre-Landfill Closure	1,352,856.90	8,820.13	-	1,361,677.03
Due from Tre-Landfill Cons Resv	1,846,782.37	23,229.56	-	1,870,011.93
Due from Tre-Payroll Clearing	6,000.00	1,389,466.58	(1,389,466.58)	6,000.00
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	14,192.98	43.17	-	14,236.15
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	971,667.40	5,288,045.95	(4,792,515.95)	1,467,197.40
Due from Tre-Finance Revenue Clearing	3,454,766.23	2,603,238.71	(3,410,431.55)	2,647,573.39
Due from Tre-Water Resource	49,828.54	151.56	-	49,980.10
Due from Tre-Workforce Impact Fees	399,137.55	1,214.02	-	400,351.57
Due from Tre-Living Community	2,656.02	6,475.28	(4,315.91)	4,815.39
COUNTY FUNDS TOTAL	44,636,327.35	11,789,084.65	(14,642,255.41)	41,783,156.59
CITIES AND TOWNS	**$**	**$**	**$**	**$**
Due from Tre-Crested Butte General	7,168.33	11,550.75	(8,355.09)	10,363.99
Due from Tre-Crested Butte Street/Alley	1,051.32	11,735.91	(3,070.15)	9,717.08
Due from Tre-Gunnison City General	5,697.92	6,838.10	(5,974.36)	6,561.66
Due from Tre-Marble General	273.87	346.39	(292.69)	327.57
Due from Tre-Mt Crested Butte General	8,431.43	31,601.44	(25,961.71)	14,071.16
Due from Tre-Pitkin General	222.79	413.24	(244.28)	391.75
CITIES AND TOWNS TOTAL	22,845.66	62,485.83	(43,898.28)	41,433.21
SCHOOLS	**$**	**$**	**$**	**$**
Due from Tre-Gunn RE1J Gen	160,825.12	260,497.39	(204,931.92)	216,390.59
Due from Tre-Gunn RE1J Bond	25,497.20	62,098.91	(41,648.16)	45,947.95
Due from Tre-Delta 50J General	7,580.17	9,383.70	(8,431.12)	8,532.75
Due from Tre-Delta 50J Bond	22.00	0.33	(22.00)	0.33
Due from Tre-Montrose RE1J General	1,682.50	3,632.81	(1,783.88)	3,531.43
Due from Tre-Montrose RE1J Bond	82.54	250.05	(82.54)	250.05
Due from Tre-Reij 2014 Mill Override	6,759.61	16,504.51	(11,083.13)	12,180.99

SCHOOLS TOTAL	202,449.14	352,367.70	(267,982.75)	286,834.09
IMPROVEMENT DISTRICTS	**$**	**$**	**$**	**$**
Due From Tre-Gunn Rising #2	602.73	759.09	(671.58)	690.24
Due From Tre-Gunn Rising #3	2.38	3.00	(2.65)	2.73
Due From Tre-Gunn Rising #4	1.85	2.33	(2.06)	2.12
Due from Tre-CO River Water CD	3,542.48	6,246.92	(4,782.90)	5,006.50
Due from Tre-Reserve MD2	648.00	816.09	(722.02)	742.07
Due from Tre-Mt Crested Butte DDA	973.78	14,320.24	(13,302.90)	1,991.12
Due from Tre-Bostwick Park Water CD	41.90	31.83	(43.86)	29.87
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	2,422.98	2,788.28	(2,638.49)	2,572.77
Due from Tre-Mt CB Water/San	4,852.35	18,660.78	(14,449.38)	9,063.75
Due from Tre-East River Regional SD	1,489.62	1,397.05	(1,563.99)	1,322.68
Due from Tre-Cemetery	1,828.50	2,557.54	(1,991.18)	2,394.86
Due from Tre-Gunn Co Metro Rec Dist	6,697.71	11,817.76	(9,126.73)	9,388.74
Due from Tre-N Fork Water CD	116.20	146.38	(129.47)	133.11
Due from Tre-Skyland MD	7,165.92	13,400.13	(7,866.30)	12,699.75
Due from Tre-Upper Gunn Water CD	12,791.14	22,484.02	(17,501.86)	17,773.30
Due from Tre-Crested Butte Fire PD	31,885.18	63,233.80	(49,528.06)	45,590.92
Due from Tre-Gunn Co Fire PD	7,563.28	11,739.01	(8,315.27)	10,987.02
Due from Tre-Carbondale & Rural Fire PD	1,150.95	3,094.20	(1,322.23)	2,922.92
Due from Tre-Ragged Mt Fire PD	512.47	645.41	(571.01)	586.87
Due from Tre-Arrowhead Fire PD	562.98	1,155.93	(620.27)	1,098.64
Due From Tre-Library General Fund	15,348.75	27,062.21	(20,715.60)	21,695.36
Due From Tre-Reserve MD#2 BOND 2016A	2,099.12	2,643.66	(2,338.91)	2,403.87
Due From Tre-North Fork Ambulance Health Service Di	1,412.06	1,742.02	(1,570.04)	1,584.04
Due From Tre-Reserve MD #2 BOND 2016B	252.79	318.38	(281.67)	289.50
Due From Tre-Reserve MD #2 BOND 2016C	224.74	283.03	(250.41)	257.36
Due From Tre-Crested Butte Fire PD Bond	10,080.53	20,005.57	(15,658.73)	14,427.37
Due From Tre-Gunn Co Metro Rec North	7,911.48	15,301.95	(11,883.76)	11,329.67
IMPROVEMENT DISTRICTS TOTAL	122,181.87	242,656.61	(187,851.33)	176,987.15
MISC CONTROL	**$**	**$**	**$**	**$**
Due from Tre-Clerk & Recorder	534,320.80	556,351.49	(645,437.16)	445,235.13
Due from Tre-Clerk Sales Tax	-	57,446.04	(57,446.04)	-
Due from Tre-SOT	-	333,374.25	(333,374.25)	-
Due from Tre-State Auto	-	261,796.56	(261,796.56)	-
Due from Tre-Clerk ST Domestic Abuse	-	420.00	-	420.00
Due from Tre-Clerk State Registrar	-	63.00	(63.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	956.00	(956.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	14,098.96	-	-	14,098.96
Due from Tre-Inmate Trust	57,788.07	-	(20,012.79)	37,775.28
Due from Tre-Investment Interest	-	132,240.65	(132,240.65)	-
Due from Tre-Treas Deed	2,578.79	1,507.00	(785.00)	3,300.79
Due from Tre-Unused Remittances	6,949.65	46,327.94	(18,566.47)	34,711.12
Due from Tre-Elected Official Fees Clrg	17,136.11	53,852.37	(54,782.65)	16,205.83
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	632,872.38	1,444,335.30	(1,525,460.57)	551,747.11
GRAND TOTALS	**45,616,676.40**	**13,890,930.09**	**(16,667,448.34)**	**42,840,158.15**

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

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of November 2024.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer
Monthly Investment Report
30-Nov-24

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	9,355.46			Cash	
BMO	1101	1,685,511.24	0.00%		Chkg	
BMO CC	1103	130,191.72	0.00%		Chkg	
BMO MM	1104	1,205,706.11	3.75%		MM	
BMO Sheriff Account	1109	23,705.60	0.00%		Chkg	
Wells Fargo Warrant Clearing	1145	1,578,170.95	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	20,613.96	0.00%		Chkg	
Colotrust Plus	1118	2,244,560.87	4.97%		Pool	
C-Safe	1121	1,373,485.84	4.93%		Pool	
Community Banks of Colorado MM	1320	878,021.68	3.05%		MM	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	15,180.02	1.99%			
TOTAL CASH AND CHECKING		9,318,665.13		21.74%		
INVESTMonthlyENTS						
Raymond James Bank	1293	MATURED				
Redstone Bank	1449	246,046.06	5.12%		CD	12/15/24
Community Bank 1715	1159	257,013.32	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	269,370.99	2.00%		CD	1/27/25
Western States Bank	1309	526,763.31	4.35%		CD	2/17/25
InBank Bank 9156	1402	234,083.46	3.88%		CD	3/21/25
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
FHLB ALA53	1244	443,540.00	0.60%		AG	2/25/26
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
FHLB ATBS5	1204	492,915.00	4.00%		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
US Treasury 8Z781	1222	451,875.00	1.50%		T	1/31/27
FHLB AUWR1	1193	CALLED				
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 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 GXN91	1207	686,035.50	4.00%		AG	8/24/27
FHLMC GYQL9	1171	CALLED				
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 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
FHLMC GYT77	1169	500,656.25	5.25%		AG	6/5/28
FHLMC GYZ35	1164	CALLED				
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
FHLMC H1RN5	1493	250,000.00	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	600,000.00	5.30%		AG	5/1/29
FFCB ERFL0	1497	500,000.00	5.52%		AG	5/29/29
FHLMC H1X57	1498	550,000.00	5.00%		AG	6/12/29
FNMA GAUJ8	1499	285,000.00	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	500,000.00	4.00%		AG	9/13/29
FFCB ERVL2	1501	1,000,000.00	4.62%		AG	10/1/29
FHLB B33X9	1502	500,000.00	4.50%		AG	10/9/29
FHLMC HAQR7	1504	500,000.00	4.65%		AG	10/9/29
FHLB B3BB8	1503	500,000.00	5.00%		AG	10/22/29
FHLB B3F99	1505	500,000.00	5.05%		AG	10/30/29
FNMA GAY39	1506	500,000.00	5.00%		AG	10/30/29
TOTAL INVESTMENTS		33,544,149.25		78.26%		
Cash per Treasurer's Ledger		42,862,814.38		100.00%		
Plus Pending Disbursements		(22,656.23)				
Total Due to All Funds		42,840,158.15				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Request for Matching Grant Funds; $20,000

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Please see the attached. We are requesting a $20K matching grant for this DOLA grant.

Fiscal Impact: 20,000

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/13/2024

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: 12/13/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 12/17/2024

Revised April 2015

Division of Local Government

FY 2025: Cycle 25-03 EIAF Tier I/Tier II and Special Initiatives Funding Application

Local Government/Organization:	Somerset Domestic Waterworks District
Status:	Partially Complete
Filed On:	2024-11-01T14:57:18
Filed By:	GRANTS_WEB
Reviewed On:	
Reviewed By:	
Reviewer Notes:	

Application Overview

You are **required** to work with your Regional Manager prior to completing your application. **The DOLA Grants Portal will only be opened for your community to apply upon approval from your Regional Manager.**

The Department of Local Affairs (DOLA) Energy and Mineral Impact Assistance Fund (EIAF) program was created to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. Funds come from the state severance tax on energy and mineral production and from a portion of the states share of royalties paid to the federal government for mining and drilling of minerals and mineral fuels on federally-owned land. The creation of the fund is outlined in C.R.S. 34-63-102 (Federal Mineral Lease) and C.R.S. 39-29-110 (Severance). Grant dollars are to be awarded for the planning, design, construction, maintenance of public facilities, and for the provision of public services by political subdivisions.

Requests in this Cycle 25-03 may be for:

EIAF Tier I: up to $200,000 with a 1:1 match

EIAF Tier II: over $200,001 and up to $1,000,000 with a 1:1 match

Climate Resilience Challenge: up to $2,000,000 with a 25% match for implementation, 10% for planning

More Housing Now & Land Use Initiative: up to $2,000,000 with a 25% match for implementation, 10% for planning

Tier I award notifications are anticipated mid-February 2025. All other application presentations are scheduled for early March 2025 with funding decisions anticipated late March 2025. More information and additional documentation on the EIAF program, including the two special initiatives, can be found on the program website.

A. APPLICANT/CONTACT INFORMATION

1. Local Government/Organization: Somerset Domestic Waterworks District

In the case of a multi-jurisdictional application, select the other participating eligible organizations:

2. Principal Representative:
(In the case of a multi-jurisdictional application, principal representative of the lead organization.)

Honorific:
First Name: Debra
Middle Name: A.
Last Name: Pennington
Suffix:
Role: Principal Representative
Mailing Address: P.O. Box 549
Address 2:
City: Somerset
State: CO
Zip Code: 81434
Phone #: 970-923-1700
Email Address: debra.pennington@icloud.com

3. Responsible Administrator (will receive all mailings) for the Application:

Honorific:
First Name: Ilaria
Middle Name:
Last Name: Morris
Suffix:
Role: Responsible Administrator
Mailing Address: P.O. Box 549
Address 2:
City: Sommerset
State: CO
Zip Code: 81434
Phone #: 970-923-5211
Email Address: sdwd3764@gmail.com

B. CHIEF ELECTED OFFICIAL INFORMATION

Please provide contact information for the chief elected official.

a. Name

In the case of a multi-jurisdictional application, chief elected official of the "lead" political subdivision.

Debra Pennington

b. Title

President

c. Street Address

P.O. Box 549

d. City

Somerset

e. State

Please use the two-letter abbreviation

CO

f. Zip

81434

g. Phone

Use xxx-xxx-xxxx format

970-923-1700

h. Email Address

debra.pennington@icloud.com

C. PROJECT DESCRIPTION

a. What funding opportunity are you applying for?

Select from drop down menu

EIAF Tier I

b. Project title

Begin the project name with your community name. Example: "*Monte Vista Project Name*", "*Lincoln County Project Name"*.

Somerset WTP Equipment & Programming/Integration

c. Project address

What is the physical address at which the project will be located?

3674 highway 133, Somerset CO 81434

c.1. County of project

What is the County in which the project will be located?

Gunnison

d. Amount requested

* The amount requested should equal the Grant Request Total line in the project budget attached in Section M.

25,000

e. Matching funds

25,000

f. Total amount of all costs for the project described in this application

NOTE: If this application is part of a larger, phased project, then the total amount should reflect the phase being applied for in this application. The total amount should equal the Total line in the project budget attached in Section M.

50,000

g. Describe the problem, opportunity or challenge that resulted in the request

(1,000 character limit)

The SDWD has maintained a long-standing partnership with Oxbow Mining Company, which holds surface water rights to the Gunnison River, a vital resource for Somerset and the Mine, for decades. A 1962 Agreement designated the Mine as the owner of the water supply system, with an obligation to provide treated water to Somerset unless mining operations ceased, which occurred in 2013. In 2020, a new agreement was finalized, effective in 2021, transferring ownership of the treated water system, raw water tank, auxiliary building, and equipment to SDWD. Oxbow is responsible for maintaining the raw water system up to, but not including, the raw water tank. SDWD now oversees the raw water tank and the treated water system. Easements were granted to ensure facility access. A recent evaluation by RESPEC recommended upgrades to the WTP, including automation and improved programming, ensuring the town has the necessary treatment process as mandated by the Colorado Department of Public Health.

h. Describe the project scope of work

Describe the various tasks involved in the project including specific data such as quantities, mileage, square feet, linear ft. etc., as well as specific project location within the city and/or county etc. If this is a broadband planning or middle mile implementation project, describe how it supports last mile expansion. Please be specific to this phase of the project for which you are seeking funding. (1,000 character limit)

The Somerset WTP, located above the town and accessible via a gravel road off Highway 133, needs critical upgrades to improve water quality and efficiency. Planned improvements include new equipment, programming, & system integration. Two flow-paced Stenner peristaltic pumps will provide precise chemical dosing. An amperometric chlorine analyzer will monitor pre-storage chlorine levels, and inline static mixers for sodium hypochlorite and CL-50 will ensure proper chemical blending. Water and backwash meters will measure consumption and losses accurately. Programming upgrades include SCADA integration for chemical feed pumps, a replacement chlorine analyzer, & differential pressure

monitoring for clarifiers, filters, and GAC units, enabling automated backwash cycles. Automation will allow the raw water pump to restart after shutdowns, constant power to filter effluent turbidimeters, & include PLC alarms to alert the ORC.

i. Will the project be undertaken in a wetlands or flood hazard area?

No

i.1 List flood plain maps/studies reviewed. Describe alternatives considered.

(500 character limit)

j. Local priority

If more than one application from the same local government (1 of 2, 2 of 2, etc.)

Not Applicable

k. Supporting documents

Upload any supporting documents (studies, plans, preliminary reports, schedules, letters of support, etc.) as a single PDF document.

NOTE: Climate Resilience Challenge applicants are required to upload qualifying existing Climate Resilience or Climate Action Plan(s) from within the last 5-years.

Download

D. DEMONSTRATION OF NEED

The statutory purpose of the Energy and Mineral Impact Assistance program is to provide financial assistance to political subdivisions socially or economically impacted by the development, processing or energy conversion of minerals and mineral fuels.

a. Demonstration of need

Why is the project needed at this time? (1,000 character limit)

As part of the planning efforts to ensure safe water for the Town of Somerset and the Mine, upgrades to equipment, programming, and system integration will enhance water quality and operational efficiency. The District is focused on optimizing management and reducing operational costs. Investing in the recommended upgrades will help automate more processes and ensure compliance with regulations.

b. Does this project address the stated need?

Does this project, as identified in this application, **completely** address the stated need? If not, please describe additional work or phases and the estimated timeframe. Do you anticipate requesting Energy and Mineral Impact Assistance funds for future phases? (1,000 character limit)

Yes, this project throughtly addresses the Water Treatment Plant's need for the additional equipment, programming and system integration.

c. What are the consequences if the project is not awarded funds?

(500 character limit)

The District faces challenges with outdated processes and equipment that hinder its ability to enhance water treatment capacity and improve water quality. This project is essential to ensure delivering reliable and safe drinking water. Given the limited resources of the Somerset Domestic Water Works District, the District will not proceed with the project unless other funding is secured.

E. MEASURABLE OUTCOMES

a. Describe the expected measurable outcomes

How will the project enhance the livability* of your region, county, city, town or community? Examples would include constructing a new water plant to eliminate an unsafe drinking water system and provide safe and reliable drinking water; the construction of a new community center that would provide expanded community services, or projects achieving goals regarding energy conservation, community heritage, economic development/diversification, traffic congestion, etc.

***(Livability means increasing the value and/or benefit in the areas that are commonly linked in community development such as jobs, housing, transportation, education, hazard mitigation, health and environment)**

(1,000 character limit)

With the new equipment, programming, and system integration, the Water Treatment Plant (WTP) will provide safe drinking water to the town of Somerset and the Mine. The fully automated system features modern filtration technology, chemical feed pumps, inline static mixers, and a SCADA system. These improvements will help reduce the amount of sediment entering the plant and lower raw water turbidity. Additionally, the accurate dosing of chemicals, including a chlorine residual analyzer to monitor sodium hypochlorite levels, will minimize the formation of disinfection byproducts (DBPs). This upgraded treatment process will meet the requirements set by the Colorado Department of Public Health and Environment (CDPHE) for safe drinking water.

F. ENERGY EFFICIENCY AND RENEWABLE ENERGY

Applications will be reviewed on the project's potential to transform both the state and local community's energy portfolio, including considerations of additional renewable energy capacity and/or project type, the energy makeup of the local utility, and historic renewable energy adoption.

a. Energy Efficiency and Renewable Energy

Will this project directly implement improved energy efficiencies or develop a strategy that could result in a reduction of the community carbon footprint and increased conservation of energy? Does the project capitalize on renewable energy technology?

Yes

a.1 If yes, please describe.

(500 character limit)

The new technology and equipment will use less energy, resulting in reduced electricity consumption. By allowing the ORC to monitor the facility remotely, we can eliminate the need for daily trips to the WTP, which will further decrease the community's carbon footprint.

a.2 If no, please explain.

(500 characters)

b. Renewable and energy efficiency planning and implementation projects

Applications must assess the current needs of the community and help move the community or region towards 100% renewable energy and/or increased climate resilience. Renewable energy projects should be part of a community climate action and/or sustainability plan that transitions the current dependence on fossil fuels toward renewable, clean energy sources.

If there is a renewable energy component to your project, please answer the questions below. Projects should advance the 100 percent renewable energy by 2040 goal utilizing specific, measurable outcomes including: energy reduction over baseline (energy efficiency), energy offset over baseline (renewable energy generation) and greenhouse gas reduction over baseline.

What type of technology does the project include? (Select all that apply)

Energy Efficiency

b.1 If other is selected above, please describe.

What is the annual generation in kWh, therms or other metric?

b.2 What electric utility serves the project area? Example: Platte River Power Authority.

(100 character limit)

DMEA - Delta Montrose Electric Association

b.3 How much is the project estimated to save per year in utility costs?

(Enter dollar amount)

800

b.4 What is the estimated avoided GHG emissions/year in metric tons of carbon dioxide equivalent?

(Enter amount)

b.5 For solar projects only

b.5.i How many kW of generation capacity will be added from your project?

(Enter amount)

b.5.ii How many kWh of electricity will the project generate per year?

b.5.iii Is the solar rooftop or ground-mounted?

b.6 For hydro-electric projects only

b.6.i How many kW of generation capacity will be added from your project?

(Enter amount)

b.6.ii How many kWh of electricity will the project generate per year?

(Enter amount)

b.7 For geothermal and geoexchange projects only

b.7.i How much will the project save per year in kWh as compared to a typical electric system?

(Enter amount)

b.7.ii How much will the project reduce natural gas use per year in therms?

(Enter amount)

b.8 For energy efficiency projects only

b.8.i How much will the project reduce electricity demand per year in kWh?

(Enter amount)

3,861

b.8.ii How much will the project reduce natural gas use per year in therms?

(Enter amount)

G. POPULATION & LOCAL EFFORT

a. Current population

Current/most recent conservation trust fund/lottery distribution estimate, Colorado State Demographer estimate, or a projection based on the communities percentage of overall county population is acceptable.

55

b. Five year population projection

60

c. Relationship to community goals

Please describe if the project is identified in the applicants organizational budget or a jurisdictionally approved plan (e.g. capital improvement plan, equipment replacement plan, comprehensive plan, utility plan, road maintenance and improvement plan or other local or regional strategic management or planning document). (500 character limit)

The District has not included the project in its 2023-2024 budget. However, the Somerset Domestic Water Works District has approved the RESPEC Evaluation Report for the Water Treatment Plant (WTP) and has agreed to implement the recommended upgrades. These improvements and equipment upgrades will ensure the town has access to clean water and enhance drinking water operational management capabilities for the ORC.

d. Land use strategies & best practices

For More Housing Now projects only, you are required to complete and submit a MHN Land Use Strategies & Best Practices form as a PDF from the EIAF website of the land use strategies and best practices your jurisdiction has adopted (even if they all don't impact this particular project). Land use strategies list included in HB21-1271 and Land use best practices list created through HB22-1304.

Download

e. Why can't this project be funded locally?

(500 character limit)

We are seeking financial assistance from DOLA due to the District's limited funds and tax base.

f. Has this project been deferred because of lack of local funding? If so, how long?

(500 character limit)

The project has been deferred as the District updated the agreement with the Mine and developed the needs assessment.

g. Explain the origin and status of your local cash match

(Note: Whenever possible, local government cash match is on a dollar for dollar match to the award amount.).

Are the local matching funds committed or pending? If pending, when will the status of those funds shift from pending to committed? If funding is awarded and in-kind contributions are included in the project budget, detailed tracking of in-kind will be required. (500 character limit)

The District will utilize its Capital Fund along with funds from Gunnison County. The County's funds are pending approval, which is expected on 12/17/24

h. Community partners

What other community entities, organizations, or stakeholders recognize the value of this project and are collaborating with you to achieve increased livability of the community? Please describe how you and your partners are addressing problems across multiple sectors (community, economic, housing, natural resources, etc.) through this project. (1,000 character limit)

Gunnison County, DOLA, and CDPHE are essential supporters of this project and provide invaluable assistance. These organizations recognize the importance of this initiative and understand its role in the District's future success in delivering clean drinking water to the town of Somerset.

h.1 Community outreach

Describe efforts such as inclusive community outreach used by your jurisdiction to serve and engage underrepresented groups. (500 character limit)

The District has involved the community and sought their input through several board meetings designed to build trust, ensure transparency, and provide equitable access to water resources and information.

i. Tax rate, usage charges, or fees

Have tax rates, user charges or fees been reviewed recently to address funding for the proposed project?

Yes

i.1 Tax rate or usage charge modifications

If the tax rate, user charges or fees were modified, what was the modification and when did this change occur? (500 character limit)

The District has approved a moderate base rate increase of $15, with tighter tier breaks aligned with natural usage patterns every 3,000 gallons. An increasing block tier structure encourages conservation and supports affordability for low-usage households. Additionally, an annual 3.5% increase for both base and usage rates will be implemented, following best practices to address inflation and ensure sustainable funding for water services.

H. READINESS

a. If awarded funds, when can the project begin? (Months)

Tier I awards are made in February 2025 with contracts expected in May 2025.

Tier II awards are made in March 2025 with contracts expected in June 2025.

Within 3 months

b. What is the time frame for project completion?

9-12 months

c. If design or engineering is a component of this project, select the percentage of completion.

Select the percentage of completion as of the date of this application.

N/A

d. How were project cost estimates determined?

How did the applicant develop project cost estimates? (500 character limit)

The project estimates were developed based on the RESPEC Memorandum. The District then requested quotes from Browns Hill Engineering & Control and Filter Tech.

d.1 Is the project supported by bids, professional estimates or other credible information?

Yes

d.1.i Bids/estimates

Please attach a copy of any supporting documents. (PDF Document)

Download

e. Are any Local, State or Federal permits required before the project can proceed?

If yes, please describe and note the status of permit acquisition. (500 character limit)

NO

f. State or National historic registry designation

Is the project on a State or National registered historic building, structure, site, or in a district?

No

f.1 State or National historic registry number

If the project is on the State or National registry, please provide the registry number. DOLA may need

to seek a determination of effect from History Colorado and the State Office of Archaeology and Historic Preservation.

f.2 Historical, archaeological, or cultural significance.

Please describe how the project will affect historical, archaeological, or cultural significance of the building, structure, site or district. (500 character limit)

f.3 Attach supporting documents (if applicable)

If on a State or National Register, please upload color photos of the project work areas and a detailed written description of work proposed. The photos and description should include details beyond the general scope of work described above. (Upload photos and description as a single combined PDF document)

Download

I. ENERGY & MINERAL RELATIONSHIP

a. Community energy or mineral impact

Describe how the community is, has been, or will be impacted by the development, production, or conversion of energy and mineral resources. **For example:** Heavy truck traffic directly related to energy development is impacting County Road X, or there are X number of oil and gas wells, storage facilities, transfer stations, etc. in the municipal or county boundaries, or a legacy of energy extraction has resulted in environmental issues in the area, or finally, the closure of energy production facilities is impacting the community. (500 character limit)

For over a century, Somerset's economy has relied heavily on coal mining. At one time, the town had three operational coal mines and boasted a thriving community of 700 residents. However, the population has dwindled to just 55 due to the closure of all three mines. The last mine to close is now undergoing reclamation and has handed over its WTP to the District, leaving it responsible for maintaining and providing necessary upgrades as well as ensuring clean drinking water to the residents.

J. RESILIENCY CRITERIA

The Energy and Mineral Impact Assistance Program is required to integrate resilience criteria into the program. By bringing resiliency considerations into project planning and implementation, projects should be better poised to benefit a number of sectors (economy, health, infrastructure, etc.), minimize long-term risks, and anticipate or be better prepared to respond to changing conditions faced by Colorado communities.

For clarification or further guidance on how the Resiliency Criteria can be incorporated into projects, visit the Resiliency Prioritization Criteria section of the Colorado Resiliency Playbook. The Colorado Resiliency Framework site can also be used to develop a focused approach to incorporate these measures into all, or most projects. Below, please select Yes/No for all of the criteria that can be considered to apply to your project. Project scoring for these criteria is based on whether or not the project proposes to incorporate these long-term resiliency measures into the planning, development and implementation of the project.

a. Adaptive capacity

Yes

a.1 Adaptive capacity

Briefly describe how this project includes flexible and adaptable measures that consider future unknowns of changing climate, economic, or social conditions.

NOTE: Climate Resilience Challenge applicants are required to describe how their proposal adapts to a changing climate. (500 character limit)

This project will ensure safe drinking water for the Town by installing new equipment and enhancing the SCADA System.

b. Co-benefits

Yes

b.1 Co-benefits

Briefly describe how this project provides solutions that address problems across multiple sectors including the community, economic, health and social, housing, infrastructure, and watersheds and natural resources sectors to create maximum benefit. (500 character limit)

The upgraded equipment and enhanced SCADA system will reduce sediment entry into the plant, lowering raw water turbidity and optimizing chemical feed pump performance for accurate dosing. Monitoring chemical feed pumps via SCADA is vital for minimizing DBP formation. Adding differential pressure monitoring for clarifiers, filters, and GAC units enables automated backwash cycles and seamless filter train switching, improving system efficiency and operational reliability.

c. Risk reduction

Yes

c.1 Risk reduction

Briefly describe how this project reduces risk and vulnerability to people, infrastructure, and natural systems. (500 character limit)

By enhancing the water treatment capacity and improving water quality to ensure a reliable and safe water supply. This will involve updating the facility and equipping the Operations and Resource Center (ORC) with better management and operational capabilities. Additionally, the new equipment, programming, and integration will provide Somerset with potential for future growth while reducing energy consumption.

d. Long-term and sustainable

Yes

d.1 Long-term and sustainable

Briefly describe how this project will be able to be maintained by the community over its lifetime,

reduces environmental impacts and is an investment that will last for generations. The project looks to the future and creates long-term gains for the community. (500 character limit)

Improving the water treatment equipment and SCADA system fosters long-term sustainability by enabling accurate monitoring and control of water treatment processes. This leads to optimized resource usage, lower energy consumption, early detection of issues, reduced waste, and better compliance with environmental regulations. Ultimately, these enhancements ensure a reliable and clean water supply for future generations.

e. Mitigates climate change

No

e.1 Mitigates climate change

Briefly describe how the project includes renewable energy components and other solutions to mitigate the effects of climate change as much as possible and move the community or region towards 100% renewable energy. **NOTE:** Climate Resilience Challenge applicants are required to describe how their proposal reduces greenhouse gasses/mitigates climate change. (500 character limit)

NA

f. Socially equitable

Yes

f.1 Socially equitable

Briefly describe how this project solution is inclusive of and addresses the needs of populations and community groups that have been or are disproportionately and negatively impacted by disasters, including social and economic shocks and stressors. The project addresses inequities, removes barriers, and benefits these populations by equitably distributing project-related benefits and providing access or meeting functional needs. **NOTE:** Social equity is required for Climate Resilience Challenge applications. Additional guidance and resources on the Climate Resilience Challenge are on the EIAF website. * (500 character limit)

Somerset faces significant social equity challenges: below-average household income and home values limit residents' access to essential services. The Mine closure has destabilized the District's budget, creating barriers to equitable infrastructure planning. This project addresses these disparities by delivering critical infrastructure to support a community struggling with limited resources and economic unpredictability.

K. COMPREHENSIVE PLAN AND LAND USE REGULATION PROJECTS ONLY

a. Is this application for a comprehensive plan or land use regulation project?

If no, proceed to Section L.

No

b. Affirm required elements for Comprehensive Plan

The State of Colorado requires local governments to adopt Comprehensive (Master) Plans per C.R.S. 30-28-106 (for counties) and 31-23-206 (for municipalities). When funding comprehensive plans, DOLA **requires** that the following project components be included in the scope of work:

- An inclusive community outreach and engagement plan to ensure participation from underrepresented groups.
- The plan must assess and address housing needs of current and future residents at all levels of affordability. It must include locally-appropriate goals, strategies, and actions to promote affordable housing development. This work must use the best available data (e.g., State Demography Office data or a recent housing needs assessment). When it comes time to consider implementation strategies, jurisdictions may find the Strong Communities list of Land Use Best Practices helpful in this work.
- Risks of natural and human-caused hazards to life, property, and public resources, and consideration of their impact to vulnerable communities. Include goals, strategies, and/or actions to address and mitigate these hazards (must identify and address all potential hazards as described in the county Hazard Mitigation Plan). Communities may find DOLAs Planning for Hazards guide helpful in this work.
- In the spirit of the states goal to engage with disproportionately impacted communities (C.R.S. 24-4-109), the plan must use an environmental justice lens, particularly when it comes to the impacts of hazards, resources, and amenities to promote equitable outcomes.
- The plan must address the community water supply and water quality goals. Per C.R.S. 31-23-206(1)(d) and 30-28-106(3)(a)(IV), the community must:
- Consult and coordinate with local water provider(s),
- Include water conservation policies, and
- Identify in the plan water supplies and facilities sufficient to meet public and private infrastructure needs reasonably anticipated or identified in the planning process.

Within the first six months of receiving the grant, awardees must submit a self-assessment, such as the *Colorado Growing Water Smart: Community Self-Assessment*, to include water supply and demand status and trends, existing water conservation and efficiency goals and policies. Consult the DOLA Land Use and Water Planner before or immediately following award for free technical assistance.

- The plan must include an action plan that prioritizes actions necessary to implement the plan, creates a timeline for implementation, and assigns responsibility for actions.
- And, *for municipalities only*, a plan for three miles outside municipal boundaries, also known as the three mile plan, per C.R.S. 31-12-105(1)(e)(I).

The department **strongly encourages** the following:

- Land use code updates: Because the land use code implements a comprehensive plan, a land use code update is strongly recommended to immediately follow a comprehensive plan update.
- Policies and strategies in the comprehensive plan and land use code to plan for the community's aging demographic.
- Policies and strategies to address energy efficiency, reduce greenhouse gas emissions, and increase the use of renewable energy sources where applicable.
- Intergovernmental agreement(s) (IGA) with neighboring jurisdiction(s) to cooperatively plan for areas of mutual interest (e.g., three-mile areas). In addition, the IGA will address how infrastructure will be provided or upgraded and maintained in areas of mutual interest and engage major service

providers/special districts, as applicable.

We agree to include the Department of Local Affairs required elements for Comprehensive (Master) Plans as identified above in addition to C.R.S. 30-28-106 (for counties) and 31-23-206 (for municipalities) in the project scope of work.

N/A

b.1 If no, explain why the required elements will not be included in your project scope of work.

For example, recently completed tasks or plans listed above would be incorporated into the comprehensive plan by reference. (500 character limit)

L. HIGH PERFORMANCE CERTIFICATION PROGRAM (HPCP) COMPLIANCE

For new facilities, additions and renovation projects only. NOTE: If your project will use 25% or more in state funds, then some form of HPCP compliance most likely applies to your project.

Colorado Revised Statutes (C.R.S. 24-30-1305.5) requires all new facilities, additions, and renovation projects that meet all of the following criteria to conform with the High Performance Certification Program (HPCP) adopted by the Office of the State Architect if:

- The project receives 25% or more of state funds (from any/all state funding sources and in aggregate across all project phases, if applicable); **and**
- **The new facility, addition, or renovation project contains 5,000 or more gross square feet** (NOTE: this includes all phases of project work, e.g., if one phase covers 3,000 square feet and another covers 2,000 square feet then each phase must comply, however, square footage not conditioned for human occupancy, such as an equipment shed, is excluded); **and**
- **The building includes or will include an HVAC system; and**
- **Only in the case of a renovation project, the cost of the renovation exceeds 25% of the current value of the property.**

Projects that meet the above criteria are required to complete and submit the DOLA checklist. Please visit DOLA's HPCP web page at High Performance Certification or contact your DOLA Regional Manager.

a. HPCP applicability

Is the applicant seeking 25% or more of state funds (from any/all state funding sources and in aggregate across all project phases, if applicable)?

a.1 If yes, complete the remainder of this section.

a.2 If no, the project does not meet the HPCP requirements and the DOLA checklist does not need to be completed and proceed to Section M.

No

b. HVAC details

Please select the type of HVAC system for this project.

N/A

c. Project type

Please select the type of construction project.

N/A

c.1 Building square footage

Please indicate the square footage of the building; if an addition is being added, please indicate the square footage of the addition separately. (200 character limit)

d. For renovation projects only, does the cost exceed 25% of the current value of the property?

No

d.1. What is the current property value?

Current property value is determined on the assessed or appraised value.

d.2 What is the total project cost for the renovations?

e. Does this project meet the HPCP criteria?

If you answered "yes" to questions a and b, then your project likely meets the HPCP applicability criteria and you **must** complete the HPCP registration form and preliminary checklist and upload below. (See the DOLA HPCP web page for registration and checklist form.)

No

e.1 HPCP registration form and checklist

Upload the HPCP registration and checklist form.

Download

f. Third party verification

Have you included any costs in the budget for this grant application for third party verification to comply with the High Performance Certification Program?

No

f.1 Third party verification cost

If you answered yes above, please specify the estimated cost for third party verification/ certification. (500 character limit)

f.2 Third party verification resources

Will you need assistance locating resources, third party consultants, or technical assistance for HPCP third party verification requirements, preparing cost estimates, or otherwise complying with the HPCP?

No

f.2.i Third party verification resources required

If you answered yes above, please describe the type of resource identification assistance you need. (500 character limit)

M. FINANCIAL INFORMATION (CURRENT YEAR) & BUDGET

Please download and complete an Applicant Financials & Budget Template with the lead agency information as well as any co-applicants on this application. The template is on the EIAF website under The Application Process section.

NOTE: Local governments must be in compliance with filing annual budgets, elections, annual audited financial statements, and other statutory requirements at the time of application.

a. Financial information upload

Please upload the completed Project Financials & Budget in an Excel format and name it: <Organization>Financials.xls. Example: LincolnCountyFinancials.xls

Download

N. COMPLIANCE OF STATE LAWS, REGULATIONS AND DIRECTIVES

a. Certify compliance

By submitting this application, we do hereby certify that we are in compliance with all State of Colorado laws, regulations and directives.

Yes

b. If no, please explain. (500 character limit)

O. TABOR COMPLIANCE

a. Voter authorization

Does the applicant jurisdiction have voter authorization to receive and expend state grants without regard to TABOR spending limitations?

No

a.1 If yes, please explain

(500 character limit)

a.2 If no, please respond below.

If no, would receipt of these grant funds, if awarded, result in the local government exceeding revenue limitations, prompting a refund?

No

b. Affirm Local Government Attorney has confirmed this TABOR statement

No

P. OFFICIAL ACTION

a. Date of official Board, Council or Commission action

Enter the date that this application was approved for submission to DOLA by the Board, Council or Commission.

11/04/0024

Application Footnotes

Political subdivisions of the State of Colorado (local governments) and regional Councils of Governments are eligible to apply for grants or loans through this program. Local governments must be in compliance with all laws and provisions governing their operations as well as in compliance with all Department of Local Affairs programs prior to receiving an award.

SOMERSET DOMESTIC WATERWORKS DISTRICT

FINISHED WATER STORAGE TANK MIXING SYSTEM DEMONSTRATION SCALE EVALUATION - PHASE II

ELEMENT ENGINEERING LLC

JANUARY 2021

DEMONSTRATION SCALE EVALUATION - PHASE II
FOR
OXBOW MINING, LLC
AND
SOMERSET DOMESTIC WATERWORKS DISTRICT

PWSID CO0126718
PWSID CO0126715

JUNE 2019

EE JOB NO.: 0016.0003

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Appendix D: Raw Water Data
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Appendix F: CDPHE DOVE Correspondence
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Appendix I: Proposed System Information
Appendix J: Medora Spray Unit Case Studies
Appendix K: Demonstration Scale Evaluation Phase I Approval and Summary Report

DEFINITIONS, ACRONYMS, AND ABBREVIATIONS (NOT ALL MAY BE FOUND IN THIS REPORT)

BOD_5	5-Day Biochemical Oxygen Demand
CDPHE	Colorado Department of Public Health and Environment
CDPS	Colorado Discharge Permit System
cm/sec	Centimeters per second
CY	Cubic Yards
DOLA	Department of Local Affairs
EA	Each
EDU	Equivalent Dwelling Unit
ECHO	Enforcement and Compliance History Online
EE	Element Engineering, LLC
EPA	Environmental Protection Agency
ft	Feet
gal	gallons
gpd	Gallons per day
gpm	Gallons per minute
hp	Horsepower
HVAC	Heating, Ventilating and Air Conditioning
I&I	Inflow and Infiltration
kW	Kilowatts
lb/ac-day	Pounds per acre-day
lb/day	Pounds per day
LF	Linear Feet
LS	Lump Sum
mg/L	Milligrams per Liter
MCL	Maximum Contaminant Level
MGD	Million Gallons per Day
N/A	Not available or applicable
O&M	Operations and Maintenance
OMB	Office of Management and Budget
PEL	Preliminary Effluent Limitations
PVC	Polyvinyl Chloride
PW	Present Worth
RAS	Return Activated Sludge
ref.	Reference
RUS	Rural Utilities Services
SCADA	Supervisory Control and Data Acquisition
SFE	Single Family Equivalent
SF	Square Feet
SOG	Slab on Grade
TSS	Total Suspended Solids
THM	Trihalomethane
TTHM	Total Trihalomethanes
USDA	United States Department of Agriculture
WAS	Waste Activated Sludge
WWTP	Wastewater Treatment Plant
YR	Year

1 INTRODUCTION AND BASIC INFORMATION

1.1 INTRODUCTION

The *Demonstration Scale Evaluation Report* will propose an operation and sampling strategy to test the effectiveness of an air stripping unit to correct compliance issues within the Community of Somerset. Currently, the Community of Somerset's water system, serving 76 taps, is under an Enforcement Order (EO) that was issued on April 17th, 2017 for violations pertaining to total trihalomethanes (TTHMs) in the distribution system. The average level of TTHM in the system from has averaged approximately 0.125 mg/L, which is above the Environmental Protection Agency's Primary Drinking Water Regulation of 0.08 mg/L. The treatment plant has reported levels of TTHMs as high as 0.212 mg/L (4th Quarter of 2016). TTHM levels above 0.08 mg/L can lead to liver, kidney, or central nervous system problems and an increased risk of cancer.

The Preliminary Engineering Report (PER) prepared by Element Engineering in September 2017 weighed alternatives to treat high TTHM levels in the Somerset Domestic Waterworks District and concluded that the addition of an air stripping unit in the finished water storage tank would be the most feasible alternative to meet the community's needs with the lowest financial and environmental impact. To determine the effectiveness of the air stripping unit at removing high TTHM levels, a demonstration scale evaluation will need to be conducted. The proposed demonstration scale evaluation includes the installation of an air stripping unit into the finished water storage tank. The water treatment system will continue to provide clean drinking water to the Community of Somerset during operation of the demonstration scale evaluation. The Somerset Domestic Waterworks District will follow a water sampling plan to record water quality levels throughout the demonstration scale evaluation and determine if the air stripping system is effective at removing TTHM levels.

The district received approval for a drinking water demonstration scale evaluation on September 12, 2019. The approved system generally consisted of a tank mixing system installed in the 140,000 gallon storage tank. This is referred to as Phase I in this report. The demonstration scale evaluation results were mixed with scaling and equipment failure complicating THM removal. The Phase I CDPHE approval and demonstration scale evaluation summary report are located in Appendix K.

This report requests an additional demonstration scale evaluation period referred to as Phase II. The equipment utilized in the demonstration scale evaluation Phase II will be identical to that used in Phase I with the exception of a new anti-scalant chemical feed system. This report remains largely unchanged from the original 2019 demonstration scale evaluation but additional information on chemical feed and system communication has been added.

1.2 BASIC INFORMATION

Water Treatment System Information is shown below. The required Pilot/Demonstration Application Form is located in Appendix A.

Owner: Oxbow Mining, LLC
3737 Hwy 133
Somerset, CO 81434

PWSID: CO0126718

ORC: Charles Sheldon, CWP

Water Distribution System Information

Owner: Somerset Domestic Waterworks District
PO Box 549
Somerset, CO 81434

PWSID: CO0126715

ORC: Charles Sheldon, CWP

System Capacity Information:

Raw Water Storage Tank:	200,000 gallons
Finished Water Storage Tank:	140,000 gallons
Treatment Facility Capacity:	80 gpm
Demand (Summer):	43 gpm peak 21 gpm max day
Demand (Winter):	14 gpm peak 7 gpm max day

Additional information required in Section 1.2.1 (Application for Construction Approval – Basic Project Information) required in the CDPHE Design Criteria for Potable Water Systems is contained in the body of this report.

2 PROJECT PLANNING CONDITIONS

2.1 LOCATION AND SERVICE AREA

The Somerset Domestic Waterworks District (district) is located in west-central Colorado in unincorporated Gunnison County and lies along State Highway 133 between Delta and Carbondale. The area has seen heavy coal mining activity both in continuing operation and in the process of reclamation. The Oxbow Mine, which is currently in the reclamation process, lies directly to the north of the district.

The district owns and operates the water distribution system which provides water service to 73 single family homes and three (3) commercial/government entities (post office, community center, and mine office) in an unincorporated area known as the Community of Somerset. The Oxbow Mine owns and operates the Oxbow Mine Water Treatment Plant (OMWTP) which includes a raw water intake, raw water storage tank, treatment system, and finished water storage tank. The district's service area is contained within Sections 08 and 17, Township 13 South, Range 90 West of the Sixth PM. Figure 1 shows a general vicinity map of the area. A map of the service area boundary is shown in Figure 2.



Figure 1 - General Vicinity



Figure 2 – Service Area

2.2 OXBOW MINE AND SDWD RELATIONSHIP STATUS

The district currently purchases treated water from the Oxbow Mine, which produces treated water at the OMWTP. Raw water from the North Fork of the Gunnison River is pumped to the treatment facility where it passes through sand filters and is disinfected. Treated water is metered prior to passing into the community's distribution system. The treatment system contains two storage tanks: one for raw water storage (200,000 gallon), and one for treated water and distribution system storage (140,000 gallon). Oxbow Mine owns the entirety of the treatment system. The district is currently in the process of paying a twenty-year Energy and Mineral Impact (EMI) Assistance Program Loan for the 140,000-gallon treated water storage tank. Payments began on September 1, 2004 and are due annually with the final payment due on September 1, 2023.

Treated water is distributed to customers through the district's distribution system that includes 1 ½", 2", 3", and 4" diameter pipes of various materials. According to district records, all lots are metered. Maps of the existing water distribution system are shown in Appendix B.

The district was issued an Enforcement Order (EO) on April 17th, 2017 for violations pertaining to total trihalomethanes (TTHMs) in the distribution system, which is attached in Appendix C. TTHMs are a disinfection byproduct formed when chlorine reacts with organic material in the raw water. Typically, TTHM formation is compounded by water age in the system. Also, raw water precursors, such as high organic carbon levels, increase TTHM formation. The OMWTP operator has made numerous changes to minimize TTHM formation including reducing system storage and chlorine feed. While these changes have helped reduce TTHM concentrations, they have not brought the system back into compliance. Modifications to the water treatment plant currently owned by Oxbow Mine are necessary to bring the system into compliance.

3 DESCRIPTION OF EXISTING FACILITIES

3.1 RAW WATER

According to the municipal water rights documentation, the domestic water supply is provided by Municipal Priority No. J-91 appropriating an amount not to exceed 0.90 cfs of water from the North Fork of the Gunnison River for municipal domestic demands and mining purposes. The raw water has high initial water quality but contains TTHM precursors. These precursors have historically reacted with the chlorine injected into the system to form TTHMs that are above regulated levels in the distribution system.

In order to determine the actual TTHM precursor, Element Engineering ordered a bench scale test to determine the precursors (such as total organic carbon, bromide, etc.) that were causing or exacerbating the district's TTHM issue. Based on initial data from the bench scale testing, very high levels of bromide in the raw water were found to be the issue. Bromide is found in raw water sources where industrial activity, such as mining, have taken place and is a principal precursor to the formation of halogenated disinfection byproducts (DBPs) or TTHMs.

Raw water data is located in Appendix D. The raw water, treated by the existing sand filters, produces high quality water with the exception of the TTHM violations that are caused by bromide concentrations in the raw water. To determine the levels of bromide and their source, the system operator completed a sampling battery at four locations as follows:

1) Just below the Paonia Reservoir Spillway: 0.33 mg/L
2) 0.5 miles above the Confluence of Anthicite Creek and the Gunnison River: BDL
3) 0.25 miles above the West Elk Coal Mine: 0.35 mg/L
4) 100 yards above the raw water intake: 0.31 mg/L

These samples show that bromide in the raw water source is coming from above the West Elk mine and Paonia reservoir. Approximate sample locations are shown in Figure 3.

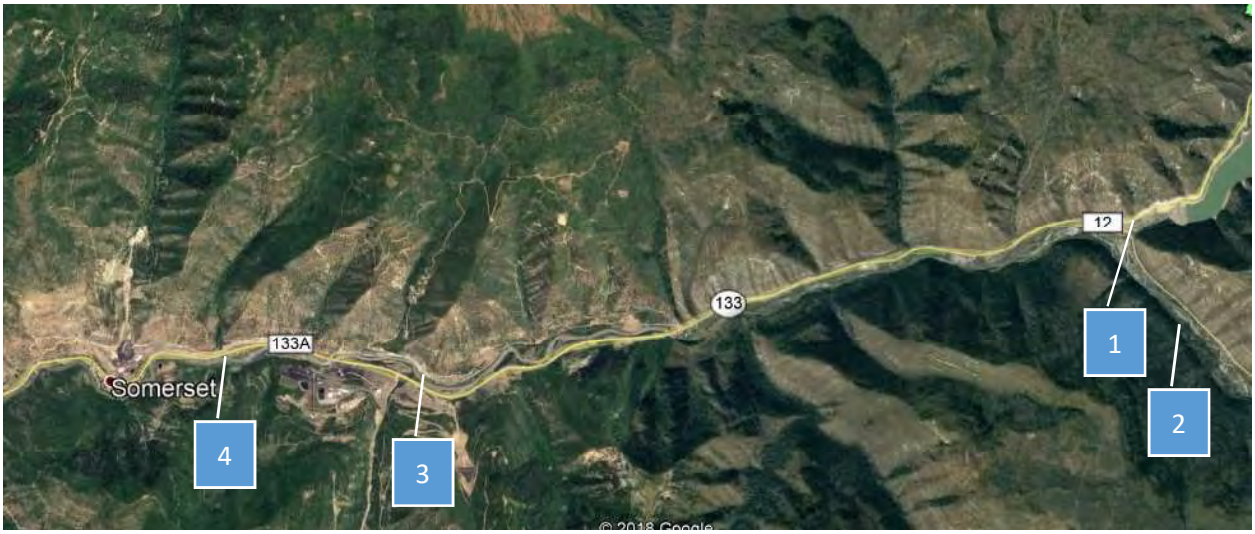


Figure 3 – Raw Water Sample Locations

Raw water is pumped from the North Fork of the Gunnison River to an infiltration gallery directly adjacent to the raw water pumping building. The raw water pumps move water from the infiltration gallery to the 20,000-gallon raw water storage tank where it is stored prior to treatment. Photos of the raw water pipe in the Gunnison River and the infiltration gallery are shown in Figure 4 and Figure 5, respectively.



Figure 4 – Raw Water Pipe



Figure 5 – Infiltration Gallery

3.2 WATER TREATMENT, STORAGE, AND PUMPING

The existing OMWTP consists of a raw water storage tank, a two-train filtration system, a chlorine disinfection system, and a finished water storage tank. The entirety of the system is owned by the Oxbow Mine. Raw water is pumped from the infiltration gallery on the North Fork of the Gunnison River to the 200,000-gallon raw water storage tank. Water is then pumped through the filtration system, the disinfection system, and into the 140,000-gallon finished water storage tank. A schematic showing the general location of the water treatment plant, storage tanks, and water mains related to the treatment system are shown in Appendix B.

The raw and finished water storage tanks were cleaned and inspected on April 18, 2017. Inspection reports for both tanks are located in Appendix E. Both tanks were found to be in good working order and in good condition.

The filtration system consists of a two-train skid-mounted Culligan MT-60 treatment system. Each treatment skid contains a pressure sand filter and clarifier. Backwash from the filtration system is disposed of in an evaporation pond. A photo of one of the treatment skids is shown in Figure 6.



Figure 6 – Filtration Treatment Skid

The system contains two (2) 7.5 HP, 3450 RPM raw water pumps. At the time of the site inspection, one pump had been removed for maintenance. The system also contains two (2) 20 HP, 3500 RPM backwash pumps.

Sodium hypochlorite feed is provided by a Stenner model number 45MHP2 chemical feed pump (120V, 1.74A, 3 max gpd, 100 psi). Each treatment train contains an identical feed pump drawing from the same 55-gallon sodium hypochlorite chemical storage drum. The hypochlorite drum sits on a two-drum chemical spill containment palate per CDPHE requirements. A copy of the CDPHE DOVE inspection is included in Appendix F.

Coagulant (Nalco Ultrion 8157) is fed prior to filtration by a Stenner model number 45MHP22 chemical feed pump (100 psi, 1.7 A, 22 GPD, 100 psi). Mixing for the coagulant is provided by serpentine contactor piping anchored to the interior building wall. Effluent turbidity is monitored by a Hach PS1201 turbidimeter on each treatment skid. Chlorine residual is monitored by a Hach CL17 chlorine monitor. The skids, pumps, and chemical feed systems are housed in a steel building.

Water is fed to the Somerset Domestic Waterworks District from the finished water storage tank through a gravity fed main. A pressure reducing valve (PRV) and flow meter located in a vault adjacent to the access road reduce pressure to acceptable levels and meter total flows to the district. Oxbow Mine charges the district for water produced and distributed to the district and the district distributes its own bills to its customers directly. Note that Oxbow charges significantly less for water than it costs to operate the facility as a community service.

The treatment system is normally operated in semi-automatic mode. This means that the operator must be present to start the treatment process, but the system will shut itself down when a sufficient amount of water has been produced. The system is capable of providing approximately 80 gpm of treated water to the distirct. All treatment and storage facilities and equipment are in good condition and are well maintained by the system's operator.

According to the facility operator, the facility is operated daily Monday through Friday and enough water is produced each day to serve the district for the next day. For example, a typical single day's demand is approximately 4,000 gallons. Therefore, the operator will run the plant daily to fill 4,000 gallons of treated

water into the finished water storage tank. This takes about one-hour of plant runtime per day and fills the tank approximately 7-inches. On Fridays the operator fills the tank 30-inches or 15,000 gallons for the weekend. The operator always maintains a minimum volume of approximately 10,000 gallons of finished water in the storage tank, except on Fridays when the tank is filled to 15,000 gallons.

The operator's goal is to maintain a chlorine residual of 0.3 mg/L to 0.4 mg/L in the distribution system. To maintain the residual, a chlorine concentration of 0.6 mg/L to 0.7 mg/L is required in the finished water storage tank. The operator takes pH and temperature readings daily. A copy of the CDPHE DOVE inspection is included in Appendix F.

3.3 WATER QUALITY

The Oxbow Mine Water Treatment Plant meets all of the regulated contaminant levels for drinking water with the exception of high TTHM levels. On September 20, 2015 a TTHM sample of 0.203 mg/L was reported to the state. Since this sample was above the Environmental Protection Agencies MCL for TTHM of 0.08 mg/L, corrective action was required. On April 17, 2017 the state issued an Enforcement Order for the treatment plant to resolve issues related to TTHM levels continuing to exceed the MCL. Table 1 compiles the reported levels of TTHM from the 3rd quarter of 2015 through 2019. THM data from demonstration scale evaluation Phase I is included in Appendix K.

Table 1 – Reported TTHM Levels for Oxbow Mine WTP

Quarter		Sample Date	TTHM Level (mg/L)
2015	3rd	8/20/2015	0.203
		9/17/2015	0.119
	4th	10/21/2015	0.0906
2016	1st	2/1/2016	0.121
	2nd	5/25/2016	0.12
	3rd	8/8/2016	0.0699
	4th	11/1/2016	0.182
		11/21/2016	0.212
2017	1st	2/7/2017	0.153
	2nd	5/31/2017	0.113
	3rd	8/31/2017	0.145
	4th	10/31/2017	0.242
2018	1st	2/28/2018	0.0495
	2nd	5/31/2018	0.079
	3rd	8/31/2018	0.0292
	4th	10/31/2018	0.115
2019	1st	--	NA
	2nd	5/31/2019	0.0879
	3rd	--	NA
	4th	--	NA
Average			**0.125**
Source: CDPHE Quarterly Violation Notices			
Maximum TTHM Level reported November 21, 2016 for the 4th Quarter of 2016			

3.4 PROCESS FLOW DIAGRAM

A process flow diagram for the existing facility is shown in Figure 7. Technical information on the existing system is located in Appendix G.

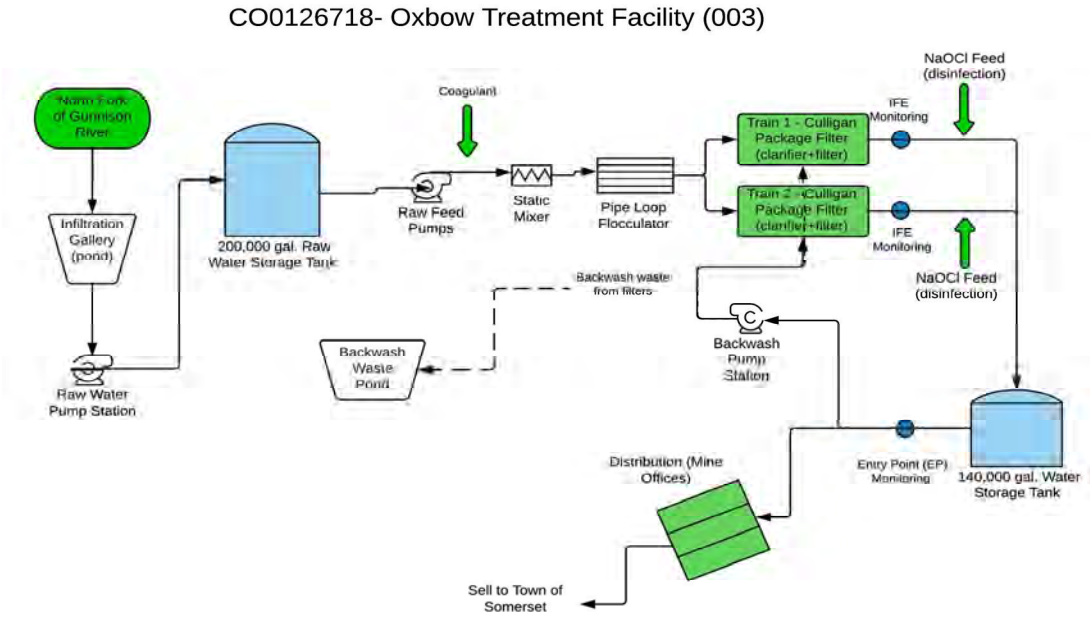


Figure 7 - Process Flow Diagram
Source: Oxbow Mining Corporation

3.5 WATER DISTRIBUTION SYSTEM

Treated water is distributed to customers through the district's distribution system that includes 1 ½", 2", 3", and 4" diameter pipes of various materials. According the district's maps, there are approximately 6,900 linear feet of distribution system piping with numerous dead ends. Maps of the existing water distribution system are shown in Appendix B.

The district was issued an Enforcement Order (EO) on April 17th, 2017 for violations pertaining to total trihalomethanes (TTHMs) in the distribution system. TTHMs are a disinfection byproduct formed when chlorine reacts with organic materials in the raw water. Typically, TTHM formation is compounded by water age in the system. Also, raw water precursors, such as high organic carbon or bromide levels, would increase TTHM formation. The Oxbow Mine water treatment plant operator has made numerous changes to minimize TTHM formation including reducing system storage and chlorine feed. While these changes have helped reduce TTHM concentrations, they have not brought the system back into compliance.

4 PROPOSED DEMONSTRATION SCALE PROJECT

4.1 SYSTEM OPERATIONS NARRATIVE

The proposed project is to install a water storage tank air stripping system in the 140,000-gallon finished water storage tank to volatilize and vent TTHMs to the atmosphere. The performance of this unit must be

demonstrated and proven to reduce TTHM levels to the MCL of 0.08 mg/L or lower prior to permitting and installing on a permanent basis.

To determine if the system could be a viable option for TTHM compliance, an air stripping field test was conducted by the operator at Oxbow Mining using a system fire hydrant. The user guide for the TTHM/VOC Field Test Unit along with laboratory results from the test are included in Appendix H. After three passes through the air stripping unit the results were promising and indicated at least a 30% TTHM removal of each contaminant. Results for Bromodichloromethane, Dibromochloromethane, and Bromoform are shown in Table 2. Each of these compounds is considered to be a precursor for TTHM formation.

Table 2 – Air Stripping Field Test Results

Contaminant (mg/L)	I Finished Water Storage Tank	II Pre-Air Strip	% Removal I to II	III Post Air Strip I	% Removal II to III	IV Post Air Strip	% Removal III to IV	Avg % Removed per Air Strip	Total Removed
Bromodichloromethane	4.37	4.36	0%	3.13	28%	2.94	6%	12%	33%
Dibromochloromethane	19.40	18.00	7%	13.60	24%	13.00	4%	12%	33%
Bromoform	73.00	65.20	11%	50.30	23%	47.8	5%	13%	35%
TTHM	96.77	87.56	10%	67.03	23%	63.74	5%	13%	**34%**

As previously discussed, a full-scale demonstration scale evaluation was conducted following a September 12, 2019 approval by CDPHE. The results of this evaluation are included in Appendix K of this report.

The proposed demonstration scale evaluation consists of a floating spray aeration platform designed to volatilize TTHMs. The floating platform is powered by a submersible pump located on the bottom of the tank. The submersible pump pulls water from an intake manifold located on the bottom of the tank. The floating platform moves up and down as water is drawn and pumped to the tank. The spray nozzle assembly on the platform produces micron sized droplets capable of passing ½" particle sizes. These spray nozzles volatilize the TTHMs above the air/water interface in the tank. Finally, an active blower and venting system are installed on the top of the tank to vent the volatilized TTHMs into the atmosphere. Technical information for the proposed system equipment is included in Appendix I. A schematic of the system is shown in Figure 8.

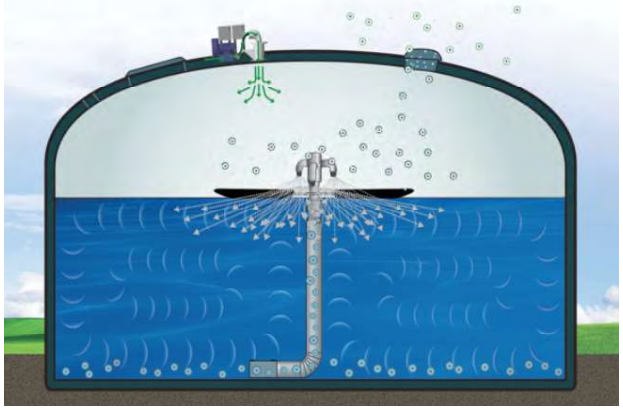


Figure 8 – Air Stripping Schematic

The SN1 air stripping system is designed to treat 75,000 gallons of water per day (gpd). The average daily flow through the water tank is 20,000 gpd, resulting in approximately 3.75 passes of water through the air sprayer each day.

The average levels of TTHM in the Oxbow Mine Water Treatment Plant are 0.125 mg/L, as seen in Table 1. The maximum reported level from 2015 to 2019 was 0.212 mg/L, reported on April 17th, 2017. Factoring in the 30% test removal rate on each pass, it is extrapolated that the SN1 air stripping unit will have the following THM reduction shown in Table 3.

Table 3 - Theoretical Removal Rate of TTHM

30% Removal Rate of TTHM (mg/L)		
Spray Pass	**Max TTHM Level**	**Average TTHM Level**
0	0.212	0.125
1	0.148	0.088
2	0.104	0.061
3	**0.073**	**0.043**

The theoretical calculations in Table 3 indicate that the air stripping unit is likely to be a viable treatment method for removal of TTHM in the Oxbow Mine Water Treatment Plant. The Environmental Protection Agency regulates TTHM at a Maximum Contaminant Level (MCL) of 0.08 mg/L. The theoretical level of TTHM after three passes through the system for average and maximum TTHM show levels below the MCL. Results from Phase I of the demonstration scale evaluation pointed to the system achieving compliance if the mixing system was operated 100% of the time. However, due to system downtime due to scaling and equipment failure kept the system from operating during the important summer months. To avoid the scaling issues, it is recommended that an anti-scalant/corrosion inhibitor be added prior to water flowing into the finished water storage tank (after chlorination).

Bench scale evaluations of the corrosion inhibitor CL-50 (NSF-60 approved) were run during Phase I and showed promise. However, there was not sufficient time left in the approved timeline to run the chemical and mixing system to show full and long-term compliance. This Phase II report requests the addition of CL-50 using a Stenner 45MHP2 chemical feed pump. This pump is self-priming and contains a 3-point roller assembly that always provides a positive 2-point seal on the pump tube. This prevents the potential for siphoning of chemical into the treated water line. CL-50 will be fed at 2-mg/L starting to determine the minimum amount of chemical feed necessary.

Proposed sampling includes influent and effluent sampling at the potable storage tank to determine the efficacy of the mixing system. Sampling will continue in the distribution system as required by the sampling and monitoring plan. A flow meter on the storage tank effluent is operational and is calibrated as necessary. This meter is used to track water provided by the OMWTP to the SDWD.

Currently the operator produces as little water as possible to avoid TTHM formation, resulting in low water levels in the storage tank. This operational method was not consistent with disinfection requirements. The DOVE correspondence requires minimum tank water levels based on 1) worst case, 2) summer, and 3) winter conditions. These scenarios require minimum volumes of 71,000 gallons (worst case), 41,000 gallons (summer), and 25,000 gallons (winter). These volumes correspond to minimum tank levels of approximately 13.5 feet, 8 feet, and 5 feet respectively.

Therefore, in order to maintain disinfection volume in the finished water storage tank consistent with the recommendations in the DOVE inspection, at least 5 feet of water must remain in the tank. The operator

will maintain this water level (at a minimum) at all times by producing sufficient water volumes during plant runs.

4.2 SYSTEM TECHNICAL INFORMATION

Technical specifications for the SN1 system are included in Appendix I. The following is a summary of the system's technical information:

- Materials of Construction: T316 Stainless Steel, thermoplastic rubber, HDPE (all components ANSI/NSF Standard 61 and 372 for lead-free content)
- Flow Rate: 75,000 GPD
- Minimum Water Depth for Operation: 48-inches
- Minimum Head Space: 18-inches
- Electrical Requirements: 230VAC, 1-PH, 60Hz, 1.5 HP (SN1 Motor), 0.5 HP (Blower Motor)
- Warrantee: 25-year design life, limited maintenance. Limited 2-year parts and labor warrantee. Manufacturer has guaranteed performance.
- The Medora Corporation provided Element with information as to the sizing of the ventilation blower. The engineering staff at the Medora Corporation recommend a 7.5:1 air to water ratio for air stripping applications. This ratio will be met in the demonstration scale evaluation when the ½ HP Blower Unit provides 60 CFM of air and the SN1 spray unit sprays 60 GPM (8 CFM) of water.

System components are shown in Figure 9. System technical information, manufacturer questionnaire, and other pertinent system information are included in Appendix I.

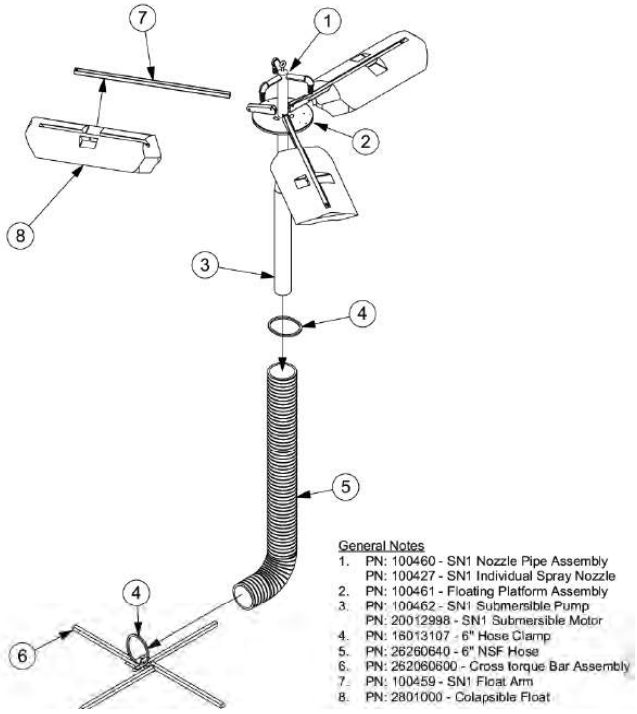


Figure 9 - System Components

4.3 PROJECT IMPLEMENTATION

The following details the proposed project implementation schedule:

Purchase System:	Complete
Install System Components:	Complete
System Startup:	February 2021
Demonstration Evaluation:	February 2021 – February 2022*
Submit BDR for Permanent Installation:	April 2022

*Sampling to be completed as described in the Water Quality Sampling Plan described in this report throughout the demonstration evaluation.

5 PRELIMINARY PLAN OF OPERATION

The recommended project is to install an air stripping system in the 140,000-gallon finished water storage tank. Oxbow Mining purchased a 1.5 HP, SN1 spray nozzle system from Medora Corporation and plans to self-install the system with assistance from the manufacturer. The following sections detail a preliminary plan of operation for the proposed demonstration scale evaluation.

5.1 OPERATIONS AND STAFFING

The installation of the SN1 Spray Unit will not increase the need for more staff or training. A Medora Corporation representative will assist Oxbow Mining with installation of the air stripping system. The system is designed for ease of installation so that users can complete installation themselves. During installation the Medora Corporation representative will provide startup services and operator training. The current operator in responsible charge is qualified to run and maintain the system during the demonstration scale evaluation. The operation of the SN1 Spray Unit and collection of data will not require the operator to change the current schedule of operation for the drinking water system. As is the current practice, the operator is on-site to fill the tank five days a week and this schedule will be sufficient for data collection and monitoring of the air stripping system. The operator will be provided with Medora Corporation contact information to address any questions or concerns that may arise during the operation of the air stripping system.

5.2 OPERATING CONFIGURATION

The SN1 Spray Unit will be installed directly into the 140,000 finished water storage tank and will float on the surface of the water. The 0.5 HP Blower Unit will be located directly above the SN1 Sprayer. The operations and maintenance manual for the SN1 Spray Unit and 0.5 HP Blower Unit specify exact installation procedures.

The operator in responsible charge will operate the system and collect data during the demonstration scale evaluation which will run for a calendar year. The system will run as normal, except with the addition of the spray unit in the system, which will not change the loading or flow rates of the system.

The facility is operated daily Monday through Friday and enough water is produced each day to serve the district for the next day. For example, a typical single day's demand is approximately 4,000 gallons. Therefore, the operator will run the plant daily to fill 4,000 gallons of treated water into the finished water storage tank. The timing of the on cycle of the SN1 Spray Unit will always start at the same time or just before a fill cycle of new water entering the tank. The SN1 Spray Unit will be turned off while the tank is filling and turned on again as soon as the tank is full. The SN1 Spray Unit will run continuously to ensure the highest rate of TTHM removal until the next fill cycle. It takes about one-hour of plant runtime per day to fill the tank and fills the tank approximately 7-inches, thus the Spray Unit will be off for about one-hour each day. On Fridays the operator fills the tank 30-inches or 15,000 gallons for the weekend. Again, the Spray Unit will be shut off during fill time and restarted once the tank is full. As described in section 4: Proposed Project, the water in the Oxbow finished water tank will pass through the sprayer roughly 3.75 times per tank fill cycle. The demonstration scale evaluation will determine the precise run times and total number of spray passes.

The proposed system will work with recommended operating levels in the finished water storage tank. To achieve 1.0 log Giardia Inactivation while running the SN1 Spray Unit, CDPHE's Engineering Section

calculated three scenarios for the system to compute the minimum tank volume required. Case 1 considers the worst-case scenario which considers the maximum flow to the system and requires a minimum tank volume of 71,000 gallons. Case 2 considers summer months and requires a minimum tank volume of 41,000 gallons. Case 3 considers winter months and requires a minimum tank volume of 25,000 gallons. Table 4 summarizes these cases. Disinfection Outreach Verification Effort (DOVE) correspondence from CDPHE is attached in Appendix F.

Table 4 - Required Tank Volumes

Minimum Tank Volume (gal) for 0.5 mg/L Giardia Inactivation					
Scenario	**Minumum Chlorine Residual (mg/L)**	**pH**	**Temperature (deg. C)**	**Flow (gpm)**	**Minimum Tank Volume (gal)**
CASE 1 (Worst Case): Max. Flow, Min. Temp, Max. pH	0.5	8.2	3	43	**71,000**
CASE 2 (Summer): Peak Summer Flow, Avg. Summer Temp, Max. pH	0.5	8.2	12	43	**41,000**
CASE 3 (Winter): Peak Winter Flow, Avg Summer Temp, Max. pH	0.5	8.2	3	15	**25,000**

The peak demand of the system was estimated at 43 gpm (summer) and 15 gpm (winter). It should be noted that peak flow in the various cases was calculated using the average maximum day flow and a peaking factor of 2. A summary of the peak flow calculations is included shown in Table 5.

Table 5 - Demand Summary

Estimated Peak Flow Calculations		
Summer	Maximum Day (gal)	30,783
	Peaking Factor	2
	Peak Hourly Flow (gpm)	42.8
Winter	Estimated Max Day (gal)	10,261
	Peaking Factor	2
	Peak Hourly Flow (gpm)	14.3

The minimum volume in the tank will impact the number of cycles the spray unit can pass in a given day. The SN1 Spray Unit is designed to treat 75,000 gallons per day. The system will be run continuously during the hotter summer months and during the demonstration in order to provide best possible results.

5.3 SAMPLING

Water will be sampled from the influent and effluent streams of the water storage tank to determine the effectiveness of the spray unit and to ensure adequate chlorine residual in the effluent. Oxbow will sample the influent and effluent streams from the storage tank for Bromodichloromethane, Dibromochloromethane, and Bromoform. The combined results of Bromodichloromethane,

Dibromochloromethane, and Bromoform give a value for total Trihalomethanes (TTHM). Table 7 provides an example of how TTHM sampling data from the evaluation can be recorded.

Table 6 – Sampling Schedule (TTHM)

Date and Time	Volume in Tank	Influent (mg/L) Sample Collected at IFE Monitoring					Effluent (mg/L) Sample Collected at Entry Point Monitoring					% TTHM Removal
		Bromodichloromethane	Dibromochloromethane	Bromoform	TTHM	Chlorine	Bromodichloromethane	Dibromochloromethane	Bromoform	TTHM	Residual Chlorine	
6/5/2019												
6/20/2019												
7/3/2019												

The ORC will also collect samples to calculate the chlorine residual in the effluent stream of the finished water storage tank. Aeration in the storage tank will increase pH, which in turn will impact chlorine levels. Chlorine residual may need to be increased to achieve the same chlorine contact at a higher pH. The system must maintain a chlorine residual of 0.5 mg/L as the pH and temperature fluctuates in the tank. Error! Reference source not found. provides an example of how chlorine residual can be recorded to ensure that the system meets the chlorine residual limit.

Table 7 – Sampling Schedule (pH, Temp, Residual)

Date and Time	pH	Temperature (deg. C)	Flow (gpm)	Calculated Chlorine Residual
6/5/2019				
6/20/2019				
7/3/2019				
Note: The minimum chlorine residual must be above 0.5 mg/L to meet state requirements				

The chlorine residual must be closely monitored (daily) for the first week of operation to ensure that sediment and settled out material that is stirred up by the mixer is treated accordingly.

5.4 EMERGENCY RESPONSE

The installation of the unit in the finished water storage tank will not pose any additional safety concerns. If problems arise with respect to the proposed equipment, the operator will contact the equipment supplier for technical assistance.

5.5 SECURITY PROVISIONS

The installation of the unit in the finished water storage tank will not require any new security provisions. The current water treatment plant is well secured and has warning signs posted outside. All treatment and pump equipment are housed in the treatment building which is kept locked while the operator is not present. Refer to Section 3 for description and images of the existing treatment system.

6 WATER QUALITY SAMPLING PLAN

The demonstration scale evaluation will be conducted for one full year. This is to ensure that the system's effectiveness will be evaluated through each season when the quantity and quality of water changes in the North Fork of the Gunnison River. Samples will be collected every other week on varying days. The air stripping system will need to run for a few days following initial installation to treat the initial water in the tank before samples can be taken.

6.1 SAMPLING LOCATIONS

SDWD will collect samples at the influent and effluent of the 140,000-gallon storage tank. The influent sample will be collected at the monitoring location labeled IFE monitoring, located after the Culligan Filters after the addition of sodium hypochlorite. The effluent sample will be collected at the Entry Point Monitoring location before the water goes to the Somerset Domestic Waterworks District. Current meters used to monitor flow through the system will be used to record flow data. Figure 10 indicates the sample locations on the treatment system's flow diagram.

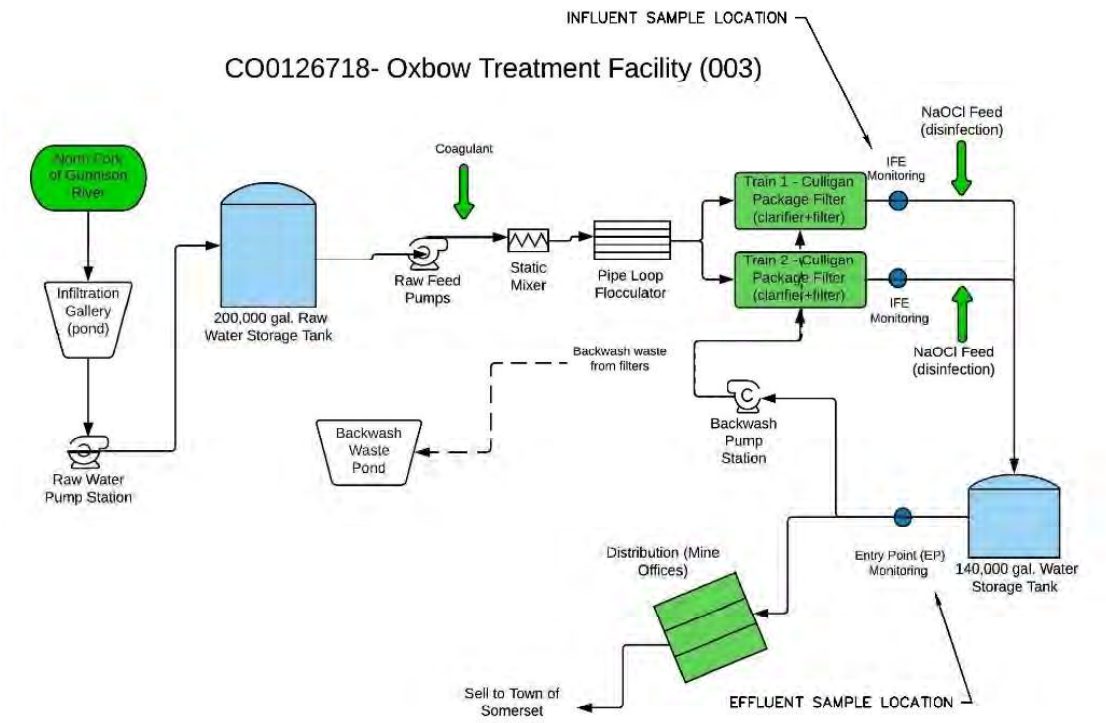


Figure 10 - Sampling Locations

7 COMMUNICATION PLAN

Communication between Oxbow and SDWD during the demonstration scale evaluation is incredibly important as both entities share responsibility for compliance. The following communication strategy is proposed:

- Monthly Set Conference Calls – Oxbow and SDWD will hold monthly progress phone calls on a mutually agreeable date and time. CDPHE and/or other entities may join the calls to discuss system operation and data collection.

- All sampling data will be sent from Oxbow to SDWD, Element Engineering, and CDPHE prior to the set monthly call.

- All entities will be immediately notified by email if the status of the system changes (i.e. the system is shut down or brought down for any reason). Only the system ORC or his/her designated representative may turn the equipment on or off.

WASTEWATER TREATMENT & COLLECTION SYSTEM IMPROVEMENTS

PRELIMINARY ENGINEERING REPORT

FOR

SOMERSET DOMESTIC WATERWORKS DISTRICT

SEPTEMBER 2017

EE JOB NO.: 0016.0002

ELEMENT ENGINEERING LLC

DILIGENT • INNOVATIVE • RESPONSIVE

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DEFINITIONS, ACRONYMS, AND ABBREVIATIONS (NOT ALL MAY BE FOUND IN THIS REPORT)

BOD_5	5-Day Biochemical Oxygen Demand
CDPHE	Colorado Department of Public Health and Environment
CDPS	Colorado Discharge Permit System
cm/sec	Centimeters per second
CY	Cubic Yards
DOLA	Department of Local Affairs
EA	Each
EDU	Equivalent Dwelling Unit
ECHO	Enforcement and Compliance History Online
EE	Element Engineering, LLC
EPA	Environmental Protection Agency
ft	Feet
gal	gallons
gpcd	Gallons per capita-day
gpd	Gallons per day
gpm	Gallons per minute
hp	Horsepower
HVAC	Heating, Ventilating and Air Conditioning
I&I	Inflow and Infiltration
kW	Kilowatts
lb/ac-day	Pounds per acre-day
lb/day	Pounds per day
LF	Linear Feet
LS	Lump Sum
mg/L	Milligrams per Liter
MGD	Million Gallons per Day
N/A	Not available or applicable
O&M	Operations and Maintenance
OMB	Office of Management and Budget
PEL	Preliminary Effluent Limitations
PVC	Polyvinyl Chloride
PW	Present Worth
RAS	Return Activated Sludge
ref.	Reference
RUS	Rural Utilities Services
SCADA	Supervisory Control and Data Acquisition
SFE	Single Family Equivalent
SF	Square Feet
SOG	Slab on Grade
TSS	Total Suspended Solids
USDA	United States Department of Agriculture
VFD	Variable Frequency Drives
WAS	Waste Activated Sludge
WWTP	Wastewater Treatment Plant
YR	Year

1 EXECUTIVE SUMMARY

This *Wastewater Treatment & Collection System Improvements Preliminary Engineering Report* (PER) will propose a strategy to replace an existing undersized wastewater treatment plant (WWTP) and to replace and expand an aging collection system within the Community of Somerset.

Currently, the community of Somerset treats the wastewater from 20 single family homes using an On-site Wastewater Treatment System (OWTS) that is owned and operated by Gunnison County. The treated wastewater is discharged to groundwater via an undersized leach field. Insufficient land area to allow for adequate treatment increases the likelihood of these discharges introducing contaminants to groundwater.

Additionally, Somerset Domestic Waterworks District is currently exploring potential improvements to the water treatment and distribution system that overlaps the collection system. The close proximity of the utilities poses a significant risk of disturbance or destruction of any existing utilities during construction if the water distribution system and wastewater collection system improvements are not completed in parallel.

To evaluate possible options for treating the community's wastewater, six different alternatives will be evaluated in this report for the wastewater treatment and collection system. The alternative deemed most reasonable will then be discussed as the recommended proposed alternative. The following project alternatives were evaluated:

Alternative 1 – No Action

Alternative 2 – Connect to a Nearby Entity (Consolidation)

Alternative 3 – Hauling to a Nearby Entity

Alternative 4 – Evaporative System

Alternative 5 – Hybrid Activated Sludge System

Alternative 6 – Moving Bed Biofilm Reactor

The analysis described in this PER shows that Alternative 5 – Hybrid Activated Sludge System is the most feasible alternative and will meet the community's needs with the lowest financial and environmental impacts.

2 PROJECT PLANNING CONDITIONS

2.1 LOCATION AND SERVICE AREA

The unincorporated Community of Somerset is located in west-central Colorado in Gunnison County and lies along State Highway 133 between Paonia and Carbondale. The area has seen heavy coal mining activity both in continuing operation and in the process of reclamation. The Oxbow Mine, which is currently three years into a ten-year reclamation process, lies directly to the north of Somerset. Figure 1 shows the general location of the community.



Figure 1 – General Location Map

The existing wastewater treatment plant (WWTP) is located at the intersection of King Avenue and River Road in the Community of Somerset, and consists of a clustered Individual Sewage Disposal System that is owned and operated by Gunnison County. The current service area is contained within Sections 08 and 17, Township 13 South, Range 90 West of the Sixth PM and includes 20 taps. If the service area is expanded, as proposed as an alternative later in this report, it would contain 73 residential taps and 2 commercial services. There are no industrial taps in the existing or proposed service areas. A map of the existing and proposed service areas is shown in Figure 2.



Figure 2 – Service Area

The existing WWTP was constructed by Gunnison County in the early 1900s and has been operated and maintained by Gunnison County since. If the proposed project is completed, the Somerset Domestic Waterworks District will assume ownership of the proposed WWTP and collection system. The district will legally become the Somerset Domestic Water and Sanitation District (district) to account for the addition of sanitation services.

In addition to necessary improvements to the wastewater collection and treatment system in Somerset, the community also has significant problems in the water treatment and distribution system that need to be addressed. The community has been issued an Enforcement Order (EO) regarding the water system that is the impetus for all proposed improvements in the community. A separate Preliminary Engineering Report has been compiled in support of the proposed improvements to the water system that includes the replacement of the distribution system. However, it is important to note that, due to the nature of this project, the collection system improvements construction should be completed simultaneously with the distribution system improvements. The completion of both projects in parallel is highly desired by Gunnison County.

Both the water distribution and wastewater collection systems must be located within the very narrow right-of-way and/or easements throughout the community. The close proximity of the collection and distribution systems poses a significant risk of disturbance or destruction to either of these existing utilities during construction. If the projects are completed in parallel, disturbances to either utility is not of concern, as both water and sewer utilities will be replaced. Should the water project be completed ahead of the wastewater project, it is highly likely that the construction of the wastewater collection system could cause significant damage to the newly installed water system due to the proximity of the two utilities, which would be extremely costly to the community. As it is known that both utilities are in need of improvements, it is recommended that the projects be completed in parallel to be cost effective for the community. Additionally, completing the projects in parallel reduces the overall cost as compared to completing the

projects separately due to reductions in non-construction costs and cost savings due to economies of scale and replacement of asphalt pavement.

2.2 100-YEAR FLOODPLAIN AND WETLANDS

According to the Federal Emergency Management Agency's Flood Insurance Rate Map, which can be found in Appendix A, none of the district's water mains or customers are in the 100-year floodplain. The floodplain for the adjacent North Fork of the Gunnison River is located directly to the south of the district's service area. Additionally, the existing WWTP is also located outside of the 100-year floodplain.

No wetlands are located in the project area. A map from the National Wetlands Inventory can be found in Appendix A as evidence of this finding.

2.3 TOPOGRAPHY AND SOILS

Somerset lies within the physiographic region of the Southern Rocky Mountains. The average elevation of the community is approximately 6,100 feet above mean sea level. The USGS Topographic Map of the area is attached in Appendix A.

Soils information is available for the Community of Somerset as compiled by the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS). The primary soil types in the district's service area are Beenom-Absarokee association, Torriorthents-Haplargids complex, and Torriorthents-Rock outcrop, sandstone. The NRCS Custom Soil Resource Report for the service area is located in Appendix B.

2.4 WATER RESOURCES

The district's service area is bordered on the south by the North Fork of the Gunnison River. Elk Creek runs from north to south into the Gunnison and bisects the district's service area. There are four clustered on-site wastewater treatment systems (OWTS), one of which is maintained by Gunnison County and is referred to as the existing wastewater treatment plant (WWTP) throughout this report. The remainder of the population of Somerset is on individual septic systems. The nearest WWTP is located on the western side of Paonia, approximately 12 miles away from the existing WWTP in Somerset.

2.5 RECEIVING STREAM

The existing WWTP is permitted to discharge to the North Fork Gunnison River. This stream has the following classifications: agriculture, aquatic life cold 1, recreation E, and water supply. Because this stream is classified as a water supply, this project will assume that an effluent total inorganic nitrogen (TIN) limit of 10 mg/L will be applied. It is likely that the actual TIN limit will be higher, however this assumption is made in order to be more conservative. During design, Preliminary Effluent Limits (PELs) will be requested from CDPHE to confirm actual TIN limits.

2.6 PRECIPITATION AND TEMPERATURE

Data pertaining to the local environment has been obtained from the Western Regional Climate Center for nearby Paonia, as a weather station is not available in Somerset. Paonia is located approximately 10 miles

to the west of Somerset at a similar elevation. The climate of the area consists of warm summers, and cold winters. The average maximum summer (June, July, and August) temperature is approximately 86.4°F and the average minimum winter (December, January, and February) temperature is 16.8°F. The average total yearly precipitation is 15.39 inches, and the average total yearly snowfall is 47.1 inches.

2.7 208 PLAN COORDINATION

The local 208 Agency for the Gunnison County area is Region 10 League for Economic Assistance and Planning. No master plan appeared to be readily available. However, the only opportunity for consolidation with a regionwide wastewater collection system would include the hauling of wastewater by truck as the cost of a lift station and pipeline is financially not feasible due to the remote location of the district.

2.8 COMMUNITY ENGAGEMENT

A wastewater needs analysis, found in Appendix C, was prepared in 1999 and indicates that, due to the narrow streets, the installation of a new wastewater collection system would disrupt the water distribution system to the point where much of it would need replacement. Therefore, the district is pursuing potential updates to the existing wastewater treatment facility and collection systems while simultaneously pursuing updates to the raw water supply, water treatment, and distribution system in order to consolidate costs and construction time. The correspondence from Gunnison County, found in Appendix D, indicates that the county finds it imperative that the water and wastewater projects be coordinated.

2.9 GROWTH AREAS AND POPULATION TRENDS

The Community of Somerset is not a census designated area. However, population estimates can be made based on the number of single-family homes. There are 20 single-family dwellings in the existing service area. Using the common design value of 2.5 persons per unit, the estimated population is 50 residents. Note that the existing service area does not include the entire community.

Due to the closure of the adjacent coal mine, there is relatively little drive for new development in the service area. Also, topographical constraints and the Gunnison River bordering the service area allow little in the way of buildable land for growth or development.

The district could potentially regionalize wastewater treatment for the community at large by including the entire population of Somerset in the service area. Extending service would result in a service area of 73 single-family dwellings. Assuming 2.5 persons per unit, the estimated population would be 182 residents for the expanded service area.

2.9.1 Historic Population Trends

Due to the fact that Somerset is not a census designated area, data on historic population is not available through the United States Census Bureau or the Colorado State Demographers Office. Therefore, the historic population trends of the Somerset area cannot be analyzed. According to the district's board, the last home in the service area was constructed several decades ago, showing little to no historic population growth.

2.9.2 Existing Population

The estimated 2017 Community of Somerset population is 182, based on 73 single family units and an accepted design value of 2.5 persons per unit.

2.9.3 20-Year Population Forecast

There is relatively little potential for population growth within the service area. If the district opts to supply only the current service area, the 20-year population is assumed to remain at 50 residents. If the district expands its service area to include the entire community, the population is estimated at 182 residents. Note that population growth is expected to be limited due to the closing of adjacent mines.

2.10 EXISTING WASTEWATER FLOW

As part of the existing permit conditions for discharge permit CO0048873, the existing Somerset WWTP reports influent flow data to CDPHE. The existing permitted influent flow is 0.009 MGD. Table 1 presents wastewater data from 2014. A copy of permit CO0048873 can be found in Appendix D.

Table 1 – Wastewater Flow Data (2014-2017)

2014		2015		2016		2017	
Month	Average Flow (MGD)	Month	Average Flow (MGD)	Month	Average Flow (MGD)	Month	Average Flow (MGD)
January	0.0013	January	0.0012	January	0.0006	January	0.001
February	0.0009	February	0.001	February	0.0009	February	0.0015
March	0.0012	March	0.0013	March	0.0009	March	0.0013
April	0.0015	April	0.0012	April	0.0009	April	0.0016
May	0.0023	May	0.0012	May	0.0018	May	0.0022
June	0.0022	June	0.002	June	0.0028	June	0.0034
July	0.0015	July	0.0027	July	0.0018	July	0.0038
August	0.0016	August	0.0023	August	0.0012	August	
September	0.0017	September	0.002	September	0.0009	September	
October	0.001	October	0.0011	October	0.0008	October	
November	0.0012	November	0.0007	November	0.001	November	
December	0.001	December	0.0013	December	0.0007	December	
						Average (MGD)	0.0015

Average day flow and per capita flow are summarized in Table 2 for the existing service area.

Table 2 – Existing Wastewater Flow

No. of Taps	Service Area Population	Average Day Flow (gpd)	Average Flow per Capita (gpd)
20	50	1,500	30
Note: Service area population assumes 2.5 capita per tap based on accepted design values			

The calculated average flow of 30 gallons per capita per day is a relatively low flow compared to expected

design values. This may be due to an overestimated population as population was estimated using typical design values and not actual census data.

2.11 PROJECTED WASTEWATER CHARACTERISTICS

2.11.1 Wastewater Flow Forecast

Because the average per capita usage in Table 2 is abnormally low, the maximum month flow, which occurred in July 2017, was used for design calculations, per CDPHE Regulation 22. This data is summarized in Table 3. The per capita flowrate determined using this method is significantly closer to the estimated daily wastewater flow of 75 gallons per person per day found in CDPHE Regulation 43.

Table 3 – Maximum Monthly Wastewater Flow

Maximum Month Flow (gpd)	Population	Flow per Capita (gpd)
3,800	50	76

This flow was used to calculate a proposed permitted hydraulic limit. For these calculations, it was assumed that the service area will be expanded to include the entire Community of Somerset. CDPHE criteria requires that planning for facility expansion begin at 80% of the permitted hydraulic capacity. Therefore, the total calculated wastewater flowrate for the future service area was set equal to 80% of the proposed permitted flow. After rounding, the proposed permitted hydraulic limit is 18,000 gpd.

Table 4 – Projected Wastewater Flow

Flow per Capita (gpd)	Projected Population	Total Flow (gpd)	Calculated Max Day Flow (gpd)	Proposed Permitted Flow (gpd)
76	182	13,832	17,290	18,000

As discussed in Section 2.9, there is very little potential for growth in the area. Therefore, the proposed permitted limit of 18,000 gpd is appropriate for the 20-year service area population.

2.11.2 Waste Load Forecast

Influent BOD concentration and loading data is not available as these are not required testing parameters in the existing discharge permit. Instead, the wastewater composition was estimated based on typical medium-high strength domestic wastewater values from Metcalf and Eddy, 5th edition. Table 5 presents the existing and proposed permitted organic loading.

Table 5 – Organic Loading Information

	Permitted Wastewater Flow (gpd)	Influent BOD (mg/L)	Organic Loading (lb-BOD/day)
Existing	9,000	250	18.77
Proposed	18,000	300	45.036
Source: Metcalf and Eddy, 5th Edition			

As discussed in Section 2.9, there is very little potential for growth in the area. Therefore, the proposed permitted organic loading of 45.036 lb-BOD/day is appropriate for the 20-year service area population.

3 DESCRIPTION OF EXISTING FACILITIES

3.1 SERVICE AREA FEATURES

Somerset is located in west-central Colorado in unincorporated Gunnison County and lies along State Highway 133 between Paonia and Carbondale. The area has seen heavy coal mining activity both in continuing operation and in the process of reclamation. The Oxbow Mine, which is currently three years into a ten-year reclamation process, lies directly to the north of the community. The WWTP service area is contained within Sections 08 and 17, Township 13 South, Range 90 West of the Sixth PM. Figure 1 shows the general location of the area. A map of the service area boundary is shown in Figure 2.

3.2 HISTORY

Historically, Somerset has been served by four (4) clustered septic systems – three small community on-site wastewater treatment systems (OWTS), and the existing WWTP that was permitted to serve between 22 and 24 homes. No information was discovered during the compilation of this report pertaining to the private OWTSs.

The existing WWTP is owned and operated by Gunnison County. Shortcomings in these wastewater treatment and collection systems have been arising since as early as 1977. A Preliminary Engineering Report prepared in 1977 pointed out the problems associated with using an OWTS to treat the volume of waste being produced at that time. This PER can be found in Appendix E. In 1992, the Gunnison County WWTP was subject to a site application and subsequent reconstruction, which resulted in the existing septic tanks and leach field. Additionally, the report referenced a moratorium issued by Gunnison County on any additional OWTS being built within the community. Plans for the reconstruction project can be found in Appendix A.

The collection system was installed in 1992 at the same time as the septic tanks and leach field. Its condition is unknown, but there is no record of problems or repairs associated with the collection system.

3.3 EXISTING TREATMENT SYSTEM

Influent wastewater is conveyed through 6" PVC pipe to one of eight 1,500-gallon precast two-chamber septic tanks. The lines coming from homes upslope of the treatment facility are gravity-driven, whereas the lines coming from homes downslope are routed through a duplex lift station before connecting to the septic tanks. After treatment in the septic tanks, the wastewater flows into the adjacent leach field. The leach field is made of AASHTO H-10 compliant Infiltrator chambered leach field units laid out in a grid. Distributed evenly throughout the leach field are 11 inspection ports.

The treatment facilities are separated into two systems – the northerly system and the southerly system. The northerly system is made up of two (2) septic tanks, fed by the force main, and 64 chambered leach field units. The southerly system contains the remaining six (6) septic tanks and 194 chambered leach field units. The layout of the existing treatment facilities can be found in Appendix A.

3.4 FINANCIAL STATUS AND USERS

The existing WWTP and collection system are owned and operated by Gunnison County. However, the Gunnison County budget is not applicable to this project because the existing WWTP will be completely decommissioned and Gunnison County will not be responsible for the proposed project either financially or otherwise. The Somerset Domestic Waterworks District will be solely responsible for the operations and maintenance of the proposed improvements after completion, as well as the debt service required to construct the system.

The district's budget is attached in Appendix F and is referenced in this section. Currently, the district is only responsible for the water distribution system. At the completion of the water and wastewater improvements project, the district will take ownership and operations responsibility for the wastewater collection and wastewater treatment systems. Required modification to the district's budget related to the acquisition of the water treatment system are discussed in the Water Improvements Preliminary Engineering Report.

As the district is not a census designated area, there is no specific calculation of median household income for the service area. The median household income (MHI) for unincorporated Gunnison County is $48,071.00. However, the community has communicated that the MHI for the county is likely not representative of the community's MHI, as it is inflated due to a small number of wealthy areas in the county, such as Crested Butte.

There are currently no expenses for wastewater in the district's budget. As previously noted, the existing WWTP serves only 20 single family homes. The proposed service area would serve 73 single family homes. Note that no increase in the number of users in the service area is possible due to geographic restrictions. There are two commercial taps in the proposed service area for the post office and community center. No industrial users exist in the existing or proposed service area. The district will create an appropriate wastewater system user fee structure based on the service area population to support the loan repayment for construction of the project as well as ongoing operations and maintenance costs. Proposed user rates to support the wastewater system are discussed in detail in Section 7. The community and their engineer will pursue all funding opportunity to ensure the proposed project and ongoing operations and maintenance costs are feasible for the community.

3.4.1 Wastewater Fund Debt

The district has no wastewater fund debt. However, Gunnison County is currently paying debt service on the existing system.

4 PROJECT NEED AND PURPOSE

In order to better align the Community of Somerset with industry standards, Element recommends that the WWTP service area is expanded to include the entire community. When the community was built, it was common practice to allow septic systems on small residential lots. Since then, it has been determined that the discharges resulting from dense clusters of septic systems such as those found in Somerset pose a contamination risk to surface water and groundwater. The size of the existing lots in the community are not adequate for individual septic systems based on current standards. Furthermore, the existing leach field that services 20 lots is only sized at what current standards would allow for one lot. Expanding the service area and routing all of the district's wastewater to one common treatment facility, thereby eliminating septic tanks, would preserve surface water and groundwater quality and be beneficial to the community. Additionally, it will be more cost effective for the community to complete the WWTP replacement project and collection system expansion project as one venture in order to adequately size the replacement WWTP.

Furthermore, it's critical that the wastewater system improvements and water system improvements be completed at the same time. The collection system and distribution system must both be located within the very narrow right-of-way throughout the community. The close proximity of the utilities poses a significant risk of disturbance or destruction of any existing utilities during construction if the water distribution system and wastewater collection system improvements are not completed in parallel. If the timelines for these two projects are coordinated, the district will be able to consolidate some of the construction and non-construction costs, thereby reducing the overall cost of completing the projects separately.

4.1 COMPLIANCE

The existing wastewater collection and treatment system are not under compliance advisories at this time. However, the existing condition of the systems are not adequate based on current design standards. The existing WWTP is severely undersized for the existing service area. The soil treatment area required for the existing permitted flow of 9,000 gpd (Permit No. CO0048873), as calculated using Gunnison County's On-Site Wastewater Treatment Regulations and a conservative Long-Term Acceptance Rate, is 11,250 square feet. The existing leach field covers roughly 4,000 square feet. Therefore, the treatment area would need to be almost three times larger than it is at present in order to comply with county regulations for the permitted flow. A copy of the existing permit can be found in Appendix D. Treatment area requirement calculations can be found in Appendix H.

Additionally, the existing collection system is not adequate. The condition of the pipe is poor, as reported by community staff. Also, manholes do not exist throughout the system. Because of this, adequate inspection and cleaning operations cannot be performed.

In addition to improvements to the wastewater collection and treatment system, this project proposes improvements to the water treatment and distribution system to be construction in parallel with wastewater system improvements. The district was issued an Enforcement Order (EO) on April 17th, 2017 for violations pertaining to trihalomethanes (TTHMs) in the water distribution system. TTHMs are a disinfection byproduct formed when chlorine reacts with organic materials in the raw water. Also, while not an immediate compliance issue, the district's distribution system is aging and consists of inadequate

pipe sizes of various materials. The district has reported numerous issues pertaining to the distribution system including leaks and breaks. In order to bring the system into compliance and install correctly sized water mains, improvements to the distribution system are necessary. Improvements to the water treatment and distribution system are explored and discussed in the Water System Improvements Preliminary Engineering Report.

4.2 SECURITY

There are no security concerns related to the existing collection system, septic tanks, or leach field. There are no records of vandalism, break-ins, or theft associated with the system.

4.3 OPERATIONS AND MAINTENANCE (O&M)

The county's operator conducts routine operation and maintenance of the wastewater collection and treatment system where possible. Facility operations are conducted under the direction and supervision of the county's certified operator. The facility is typically visited and inspected monthly to verify that equipment is operating as it should. The septic tanks are cleaned out annually at minimum to allow for proper operation. Note that upon completion of the proposed project, the district will take over all operations and maintenance activities.

5 ASSESSMENT OF ALTERNATIVES

This section evaluates possible alternatives for collecting and treating the community of Somerset's wastewater, as well as a strategy for replacing and expanding the collection system.

Each alternative is evaluated based on its design criteria, environmental impacts, land requirements, construction problems, operational aspects, and its overall cost. The following alternatives were evaluated:

Alternative 1 – No Action

Alternative 2 – Connect to a Nearby Entity (Consolidation)

Alternative 3 – Hauling Wastewater to a Nearby Entity

Alternative 4 – Evaporative System

Alternative 5 – Hybrid Activated Sludge System

Alternative 6 – Moving Bed Biofilm Reactor System

All alternatives analyzed include the replacement and expansion of the existing collection system with the exception of Alternative 3, which includes the replacement of only the existing collection system. No action is investigated as required, but has been found to be not viable.

5.1 ALTERNATIVE 1 – NO ACTION

Alternative 1 - No Action will not be evaluated because the existing system is not correctly sized for its existing permitted flow according to Gunnison County OWTS regulations. Furthermore, it is critical that this project is carried out simultaneously with the water system improvements currently being pursued by the Somerset Domestic Waterworks District because of the intertwined nature of the infrastructure in both projects. Therefore, this alternative is not deemed to be practicable and therefore will not be discussed further in this report.

5.2 ALTERNATIVE 2 – CONNECT TO A NEARBY ENTITY (CONSOLIDATION)

Alternative 2 – Connect to a Nearby Entity would include the decommissioning and the complete replacement of the existing WWTP with a new lift station and approximately 12 miles of pipeline. All wastewater in the service area would be directed to this lift station and pumped to the nearest WWTP in Paonia. This alternative would include the construction/installation of the following items:

1. Lift station
2. Magnetic flow meter
3. Force main
4. Wastewater collection system

The nearest treatment facility is in Paonia, located approximately 12 miles west of Somerset. Although

Paonia sits at a lower elevation than Somerset, localized high points between the two communities would necessitate the construction of a lift station and roughly 12 miles of pipe, including both force main and gravity piping, in order to convey wastewater from Somerset to the Paonia WWTP. The existing Gunnison County WWTP located in Somerset would be decommissioned, and the district would be responsible for operations and maintenance costs of the new lift station. Figure 3 shows the preliminary layout for Alternative 2. Note that the proposed piping follows State Highway 133 to Paonia.



Figure 3 – Alternative 2 Preliminary Layout

Additionally, this alternative would include all necessary electrical site work, yard piping, and the construction of a wastewater collection system to serve the entire community. Note that the community's service rates would be increased to support debt service and monthly fees requested by Paonia. All processes in this alternative will be sized to meet the 20-year future hydraulic flow. No new or alternative technologies are proposed with this alternative.

Detailed construction costs, non-construction costs, changes to district operations & maintenance costs, and salvage values for Alternative 2 are attached in Appendix G. A summary of the costs is presented in Table 6.

Table 6 – Alternative 2 Cost Summary

Cost Variable	Cost
Construction Costs	$ 6,430,217
Non-Construction Costs	$ 2,464,575
Total Project Cost	$ 8,894,792
20-Year Present Value O&M Cost	$ 146,982
Present Worth of Salvage Value	$ (50,000)
20-Year Present Worth of Project Costs	**$ 8,991,773**

5.2.1 Advantages and Disadvantages

Advantages

- Lowest operations & maintenance cost
- Responsibility is limited to lift station

Disadvantages

- Highest capital cost of analyzed alternatives
- High user fees
- Requires pipeline along significant length of CDOT highway
- Highest 20-Year Present Worth cost

5.3 ALTERNATIVE 3 – HAULING WASTEWATER TO A NEARBY ENTITY

Alternative 3 – Hauling Wastewater to a Nearby Entity would include the decommissioning of the existing WWTP and the construction of a 10,000-gallon sewage holding tank on the existing WWTP property. Additionally, the existing lift station and collection system would be replaced. Note that this alternative does not include the expansion of the service area. This alternative would include the construction/installation of the following items:

1. Lift station
2. Magnetic flow meter
3. Sewage holding tank
4. Wastewater collection system (existing service area only)

The district would also need to purchase a hauling truck to transport sewage to the Paonia WWTP for treatment. For this report, it was assumed that the hauling truck capacity would be 1500 gallons. The holding tank for this alternative would be sized to accommodate one day of the maximum existing permitted flow. At current average daily flows, a 10,000-gallon tank would need to be emptied biweekly and would take 3-4 truckloads to empty the holding tank each time.

Due to operations & maintenance costs of paying for an operator of the sewage truck and Paonia's disposal fees, expanding the service area to include the entire community would make the project financially unfeasible. Therefore, the proposed service area for Alternative 3 is the existing service area of 20 taps.

Additionally, this alternative would include all necessary electrical site work, yard piping, and the replacement of the existing wastewater collection system. All processes in this alternative will be sized to meet the 20-year future hydraulic flow. No new or alternative technologies are proposed with this alternative.

Detailed construction costs, non-construction costs, changes to district operations & maintenance costs, and salvage values for Alternative 3 are attached in Appendix G. A summary of the costs is presented in Table 7.

Table 7 – Alternative 3 Cost Summary

Cost Variable	Cost
Construction Costs	$ 1,127,194
Non-Construction Costs	$ 534,188
Total Project Cost	$ 1,661,382
20-Year Present Value O&M Cost	$ 1,054,493
Present Worth of Salvage Value	$ (25,000)
20-Year Present Worth of Project Costs	**$ 2,690,875**

Note that although Alternative 3 has the lowest 20-Year Present Worth of Project Costs, grants and loans may only be applied to project costs. Additionally, the total project cost will be distributed among only the existing 20 home service area.

5.3.1 Advantages and Disadvantages

Advantages

- Responsibility is limited to lift station and holding tank
- Lowest 20-Year Present Worth cost

Disadvantages

- Highest 20-Year Present Value O&M cost
- Grants and loans only applicable to some expenses
- Higher user fees than other alternatives due to smaller user base

5.4 ALTERNATIVE 4 – COMPLETE RETENTION/EVAPORATIVE SYSTEM

Alternative 4 – Complete Retention/Evaporative System would include the decommissioning and the complete replacement of the existing WWTP with a retention and evaporation system. This alternative would include the construction/installation of the following items:

1. Lift station
2. Magnetic flow meter
3. Land acquisition
4. Three evaporative ponds
5. Synthetic liners in all ponds
6. Wastewater collection system

Additionally, this alternative would include all necessary electrical site work, yard piping, and the construction of a wastewater collection system to serve the entire community. All processes in this alternative will be sized to meet the 20-year future hydraulic flow. No new or alternative technologies are proposed with this alternative.

Complete retention and evaporation ponds are a viable alternative in areas where the moisture deficit (evaporation minus rainfall) exceeds 30 inches annually. These ponds are attractive because they require no treatment components, chemicals, or sampling. Complete retention ponds must be sized to provide the necessary water surface area to evaporate the annual wastewater volume plus the precipitation that falls into the pond throughout the year.

To properly size the evaporation pond, the annual average precipitation rate for the Town of Paonia was also obtained. Note that this location is the closest location to Somerset with available historic data for evaporation and precipitation. The annual free water surface evaporation rate was obtained from NOAA Technical Report NWS 33.

To properly hold and evaporate the 18,000 gpd of wastewater with no overflow, a total top of berm area of approximately 12.03 acres is required. Side slopes of 2:1 are assumed rather than the typical 3:1 slopes to save area. The ponds will need to be lined with a synthetic liner to avoid any discharge to groundwater. Preliminary calculations sizing the evaporation pond for this alternative are located in Appendix H. In order to accommodate setback requirements, the district would need to purchase 14 acres of land in one parcel. Due to regional topography, there are no acceptable locations available.

Detailed construction costs, non-construction costs, changes to district operations & maintenance costs, and salvage values for Alternative 4 are attached in Appendix G. A summary of the costs is presented in Table 8.

Table 8 – Alternative 4 Cost Summary

Cost Variable	Cost	
Construction Costs	$	3,631,085
Non-Construction Costs	$	1,788,714
Total Project Cost	$	5,419,800
20-Year Present Value O&M Cost	$	246,433
Present Worth of Salvage Value	$	(50,000)
20-Year Present Worth of Project Costs	**$**	**5,616,233**

Note that the cost estimate for this alternative assumes that the land being acquired is located no more than half a mile away. If the land to be acquired is 3 miles away or further, the cost of the force main would make this alternative financially infeasible.

5.4.1 Advantages and Disadvantages

Advantages

- Low operations and maintenance demands
- Sludge is stored in lagoons for extended period of time (reducing the frequency of sludge handling)

Disadvantages

- Requires land acquisition that is not feasible

5.5 ALTERNATIVE 5 – HYBRID ACTIVATED SLUDGE TREATMENT SYSTEM

Alternative 5 – Hybrid Activated Sludge Treatment System would include the decommissioning of the existing system and the complete replacement of the existing WWTP with a hybrid activated sludge treatment system and all associated processes. This alternative would include the construction/installation of the following items:

1. Lift station
2. Magnetic flow meter
3. Influent screening
4. Soda ash feed system
5. Hybrid activated sludge system
6. UV disinfection
7. Effluent flume and flow meter
8. Discharge piping to North Fork River
9. Sludge holding basin
10. Building (headworks, blowers, disinfection)
11. Wastewater collection system

Additionally, this alternative would include all necessary electrical site work, yard piping, and the construction of a wastewater collection system to serve the entire community. All processes in this alternative will be sized to meet the 20-year future hydraulic flow. No new or alternative technologies are proposed with this alternative.

A hybrid activated sludge treatment system operates at a constant water level like a continuous flow system, and is time-based controlled like a sequencing batch reactor. The continuous flow aspect of the system eliminated the need for post-equalization basins for downstream processes such as filters or disinfection, and sequencing the aeration allows for flexibility to nitrify and denitrify. The system is exclusively air-driven and run off of only blowers, so no pumps or mixers are required, increasing operations and maintenance ease.

The treatment train consists of one larger air reactor equipped with diffusers providing intermittent aeration and two smaller alternating sludge recycling and settling reactors equipped with drain laterals and diffusers for intermittent mixing. All phases are driven by one blower system, so RAS pump stations, mixers, or pumps for internal recycle are not required. Switching the air-flow between diffusers, agitation, and recycle air-lift keeps operation and maintenance simple and leads to significant energy savings of more than 20% typically used for mechanical devices. The air reactor cycles between aeration and off phases, while the alternating rectors' cycle between RAS + mix, settling, and discharging phases.

Detailed construction costs, non-construction costs, changes to district operations & maintenance costs, and salvage values for Alternative 5 are attached in Appendix G. A summary of the costs is presented in Table 9.

Table 9 – Alternative 5 Cost Summary

Cost Variable	Cost
Construction Costs	$ 4,242,473
Non-Construction Costs	$ 1,899,253
Total Project Cost	$ 6,141,726
20-Year Present Value O&M Cost	$ 718,256
Present Worth of Salvage Value	$ (367,594)
20-Year Present Worth of Project Costs	**$ 6,492,388**

5.5.1 Advantages and Disadvantages

Advantages

- Small footprint
- Good quality, consistent effluent
- Least operator observation/maintenance required of the mechanical alternatives

Disadvantages

- Third highest operations & maintenance cost
- Routine bio-solids management and handling required

5.6 ALTERNATIVE 6 – MOVING BED BIOFILM REACTOR

Alternative 6 – Moving Bed Biofilm Reactor (MBBR) would include the decommissioning and the complete replacement of the existing WWTP with an MBBR system and all associated processes. This alternative would include the construction/installation of the following items:

1. Lift station
2. Magnetic flow meter
3. Influent screening
4. Soda ash feed system
5. MBBR System
6. UV disinfection
7. Effluent flume and flow meter
8. Discharge piping to North Fork River
9. Sludge holding basin
10. Building (headworks, blowers, disinfection)
11. Wastewater collection system

Additionally, this alternative would include all necessary electrical site work, yard piping, and the construction of a wastewater collection system to serve the entire community. All processes in this alternative will be sized to meet the 20-year future hydraulic flow. No new or alternative technologies are proposed with this alternative.

The Moving Bed Biofilm Reactor (MBBR) is a highly effective biological treatment process that was developed based on conventional activated sludge process and bio-filter process. It is a completely mixed and continuously operated Biofilm reactor, where the biomass is grown on small carrier elements (usually HDPE, polyethylene, or polypropylene) that are slightly lighter density than water and are kept in movement along with a water stream inside the reactor.

Detailed construction costs, non-construction costs, changes to district operations & maintenance costs, and salvage values for Alternative 6 are attached in Appendix G. A summary of the costs is presented in Table 10.

Table 10 – Alternative 6 Cost Summary

Cost Variable	Cost
Construction Costs	$ 4,296,473
Non-Construction Costs	$ 1,912,693
Total Project Cost	$ 6,209,166
20-Year Present Value O&M Cost	$ 718,256
Present Worth of Salvage Value	$ (383,885)
20-Year Present Worth of Project Costs	**$ 6,543,537**

5.6.1 Advantages and Disadvantages

Advantages

- High quality effluent
- Small footprint

Disadvantages

- High capital cost
- Routine bio-solids management and handling required
- Requires construction of a building for the DAF portion of the process

6 SELECTION OF AN ALTERNATIVE

6.1 PRESENT WORTH (LIFE CYCLE) COST ANALYSIS

To estimate the present worth of the viable alternatives, all costs incurred were put into terms of present value according to a 20-year life cycle. The Real Federal Discount Rate from "Appendix C of OMB Circular A-94" (attached in Appendix I of this report) was used to estimate the annual operation and maintenance values in terms of present worth. According to this document, the Real Discount Rate for a 20-year life cycle cost is 0.5%.

Table 11 summarizes the 20-Year Present Worth of Project Costs for both viable alternatives. Detailed cost estimates are attached in Appendix G.

Table 11 – 20-Year Present Worth Summary

Alt.	Description	Construction Cost	Non-Construction Cost	Total Project Cost	20-Year O&M Present Value	Present Worth of Salvage Value	20-Year Present Worth of Project Costs
5	Hybrid Activated Sludge	$ 4,242,473	$ 1,899,253	$ 6,141,726	$ 718,256	$ (367,594)	$ 6,492,388
6	MBBR	$ 4,296,473	$ 1,912,693	$ 6,209,166	$ 718,256	$ (383,885)	$ 6,543,537

6.2 ALTERNATIVE RANKING

Table 12 presents an alternative ranking matrix of the feasible alternatives to assist in determining the recommended alternative. The alternatives were assessed based on overall capital costs, annual O&M costs, life cycle cost, ease of operation, and environmental impacts. Alternatives were ranked 1 to 2 for each category, with 2 being the best ranking. Note that although the evaporative system has the lowest 20-Year Present Worth, it was not considered a feasible alternative because there is no viable location to house an evaporative system. Alternative 2 – Connecting to a Nearby Entity was not included because it was not financially viable. Similarly, Alternative 3 – Hauling to a Nearby Entity was not included in this ranking because user fees would be cost prohibitive due to the smaller user base.

Table 12 – Alternative Ranking Matrix

Criteria	Alternatives	
	5 - Hybrid Activated Sludge Plant	6 - Moving Bed Biofilm Reactor System
Capital Cost	2	1
Annual O&M Cost	1	1
Life Cycle Cost	2	1
Ease of Operation	1	1
Environmental Impact	1	1
Total	7	5

7 PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)

7.1 DESCRIPTION OF RECOMMENDED PROJECT

The recommended project is Alternative 5 – Hybrid Activated Sludge Plant. This alternative has the lowest capital and 20-year present worth costs out of the feasible alternatives. As part of this project, the existing WWTP would be decommissioned.

The primary treatment and flow monitoring will consist of a magnetic flow meter and an automatically raked bar screen. Secondary treatment consists of the hybrid activated sludge system. This system consists of three chambers – one aeration basin and two alternating mixing/settling/decanting basins. The entire secondary treatment system will be run off of two blowers. The tertiary treatment will consist of a UV disinfection system. Due to the small service area, there are no redundancy requirements for this system.

This project also includes replacing the existing wastewater collection system and expanding it so that the service area encompasses the entire community.

7.2 ENVIRONMENTAL REVIEW OF SELECTED ALTERNATIVE

An Environmental Report (ER) has been prepared for all recommendations associated with this project. The ER will be submitted concurrent with this PER.

7.3 TOTAL PROJECT COST ESTIMATE

Table 13 illustrates the total project cost estimate for the recommended alternative.

Table 13 – Wastewater System Recommended Project Cost

CONSTRUCTION		$ 4,242,473
CONTINGENCIES		$ 848,495
BASIC SERVICES		$ 534,200
PER/ER	$ -	
Design & Permitting	$ 443,200	
Design Survey	$ 20,000	
Environmental	$ 27,000	
Permits & Approvals - CDPHE Reviews	$ 2,000	
Geotechnical Investigations	$ 2,000	
Record Drawings	$ 2,000	
O&M Manual	$ 38,000	
Site Inspection; Punchlist	$ -	
Construction Phase Basic Services	$ -	
RESIDENT PROJECT REPRESENTATIVE SERVICES		$ 259,600
ADDITIONAL SERVICES		$ 5,000
OWNER EXPENSES (LEGAL AND BONDING, ETC)		$ 251,958
Audit and Legal Fees	$ 2,000	
Accounting Services	$ 2,000	
Design Interim Financing Interest	$ 21,764	
Construction Interim Financing Interest	$ 218,194	
Bond Council and Legal Fees	$ 6,000	
Administrative – Bid Advertisement	$ 2,000	
TOTAL PROJECT COST:		**$ 6,141,726**

Notes:
1. FV = PV $(1+r)^n$ | PV = USDA Basic Services, r = 4% annually, n = 12 months, interest compounded monthly
2. FV = PV $(1+r)^n$ | PV = Construction + Contingency + RPR + Additional Services, r = 4% annually, n = 6 months, interest compounded monthly

7.4 SHORT LIVED ASSET RESERVE

Additional costs will need to be set aside annually to cover timely replacement costs of short lived assets for the entire system. Short lived assets are equipment and/or material that will last less than 20 years. Table 14 shows the annual reserve requirements.

Table 14 – Wastewater System Short Lived Asset Reserve

Item	Short Lived Assets	Qty.	Units	Replacement Costs	Recurring Replacement Cost	Service Life/Replacement Cycle (Years)	Annual Reserve Requirement
1	10 HP Replacement Blower	1	EA	$ 50,000	$ 50,000	10	$ 5,000
2	Chemical Feed Equipment - Metering Pump	1	EA	$ 35,000	$ 35,000	5	$ 7,000
3	Ultrasonic Transducer	1	EA	$ 25,000	$ 25,000	10	$ 2,500
Annual Totals to be Reserved in Addition to Operations and Maintenance							**$14,500**

7.5 DEBT REPAYMENTS FOR LOANS

The total project cost broken into yearly and monthly costs are shown in Table 15. Required increases to rates necessary to support the project is shown in Table 16. This assumes no USDA grant is provided.

Table 15 – Wastewater System Total, Annual, and Monthly Project Breakdown (No Grant)

Total Project Cost	Total Loan	Yearly Loan Payment[1]	Additional Annual O&M	Short Lived Assets	Annual Reserve Requirement	Total Project Yearly Cost	Total Monthly Cost
$ 6,141,726	$ 6,141,726	$ 244,663	$ 37,828	$ 14,500	$ 24,466	$ 321,458	$ 26,788
[1]Assumes 2.5% interest rate loan at a term of 40 years.							

Table 16 – Wastewater System Rate Increase (No Grant)

Total Taps	Total Monthly Cost	Additional Fee per Tap	Existing Fee[1]	Proposed Fee
72	$ 26,788	$ 372.06	$0.00	$ 372.06
[1]Assumes that Gunnison County will continue payment on existing loan.				

Required increases to rates necessary to support the project assuming a $1,000,000 DOLA grant and a USDA grant equal to 50% of project costs are shown in Table 17 and Table 18 respectively.

Table 17 – Wastewater System Total, Annual, and Monthly Project Breakdown (50% Grant)

Total Project Cost	DOLA Grant	USDA Grant (50%)	Total Loan	Yearly Loan Payment[1]	Additional Annual O & M	Short Lived Assets	Annual Reserve Requirement	Total Project Yearly Cost	Total Monthly Cost
$ 6,141,726	$ 1,000,000	$ 2,570,863	$ 2,570,863	$ 102,413	$ 37,828	$ 14,500	$ 10,241	$ 164,983	$ 13,749
[1]Assumes 2.5% interest rate loan at a term of 40 years.									

Table 18 – Wastewater System Rate Increase (50% Grant)

Total Taps	Total Monthly Cost	Additional Fee per Tap	Existing Fee[1]	Proposed Fee
72	$ 13,749	$ 190.95	$0.00	$ 190.95
[1]Assumes that Gunnison County will continue payment on existing loan.				

Table 19 shows the 20-year cash flow for the water system project assuming no grant.

Table 19 – 20-Year Cash Flow

Year	Population	Number of Taps	Additional Monthly Water Base Charge	Additional Annual Revenue	Yearly Project Cost	Revenue vs. Expenses	Fund Balance (Cash Basis)
2017	182	72	$ 372.06	$ -	$ -	$ -	$ -
2018	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2019	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2020	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2021	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2022	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2023	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2024	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2025	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2026	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2027	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2028	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2029	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2030	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2031	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2032	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2033	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2035	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2036	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
2037	182	72	$ 372.06	$ 321,457.54	$321,458	$ -	$ -
				$ 5,464,778.26	**$ 5,464,778.26**	**$ -**	

7.6 PROJECT IMPLEMENTATION

Table 20 details the estimated schedule to implement the recommended alternative.

Table 20 – Water System Implementation Schedule

Milestone	Completion Date
Public Hearing	To Be Determined
Preliminary Engineering and Environmental Reports to USDA	September 2017
Preliminary Engineering and Environmental Reports Approved	November 2017
Secure Bridge Financing for Design and Bidding	November 2017
Bidding and Construction Start	June 2018
Substantial Completion and Start-up	April 2019
Final Completion	June 2019

U.S. Fish and Wildlife Service
National Wetlands Inventory

Somerset Area Wetlands



July 10, 2017

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

The National Map US Topo

SOMERSET QUADRANGLE
COLORADO-GUNNISON CO.
7.5-MINUTE SERIES

107°30' 84000mE 85 86 27'30" 88 89 90 25' 91 92 2 460 000FEET 93 94 107°22'30"
39°00' 1 430 000 FEET
43 19000mN 18 17 16 57'30" 15 14 13 12 11 10 09 08 1 390000 FEET 07 06
38°52'30" 84 85 2 440 000FEET 87 88 89 90 25' 91 92 93000mE 107°22'30"

Hall Reservoir
Buck Mesa
Bear Cr
Springhouse Park
Buzzard Cr
Deadman Gulch
Elk Cr
Fire Mtn
GUNNISON NATIONAL FOREST
Buck Mesa Trail
The Narrows
Thompson Cr
Thousand Acre Flats
Thousand Acre Flat Trail
Sanborn Cr
Beaver Cr
Hawksnest Cr
CO RD 57
Somerset
Somerset Cem
OLD HWY 133
Coal Gulch
North Fork Gunnison River
Raven Gulch
Sylvester Gulch
Box Canyon
Raven Mesa
BOWIE RD
Gribble Gulch
Lone Pine Gulch
Rav 1 Spur Trail
Deep Cr
W Flatiron
Muddy Fork
W Flat Iron Trail
E Flatiron Trail
E Flatiron
Minnesota Reservoir
Horse Gulch
Pond Gulch
Slide Gulch
Dry Fork Minnesota Cr
CO RD 711
Dry Fork Minnesota Cr

Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid: Universal Transverse Mercator, Zone 13S
10 000-foot ticks: Colorado Coordinate System of 1983 (central zone)

This map is not a legal document. Boundaries may be generalized for this map scale. Private lands within government reservations may not be shown. Obtain permission before entering private lands.

Imagery.....NAIP, September 2013
Roads.....U.S. Census Bureau, 2015 - 2016
Roads within US Forest Service Lands.....FSTopo Data with limited Forest Service updates, 2012 - 2016
Names.....GNIS, 2016
Hydrography.....National Hydrography Dataset, 2013
Contours.....National Elevation Dataset, 2005
Boundaries.....Multiple sources; see metadata file 1972 - 2016
Public Land Survey System.....BLM, 2011
Wetlands.....FWS National Wetlands Inventory 1977 - 2014

MN
GN
9° 32' 169 MILS
1° 32' 27 MILS
UTM GRID AND 2016 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

U.S. National Grid
100,000-m Square ID
BD
Grid Zone Designation
13S

SCALE 1:24 000
1 0.5 0 KILOMETERS 1 2
1000 500 0 METERS 1000 2000
1 0.5 0 1 MILES
1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 FEET

CONTOUR INTERVAL 40 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with the National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is draft version 0.6.19

COLORADO
QUADRANGLE LOCATION

1	2	3
4		5
6	7	8

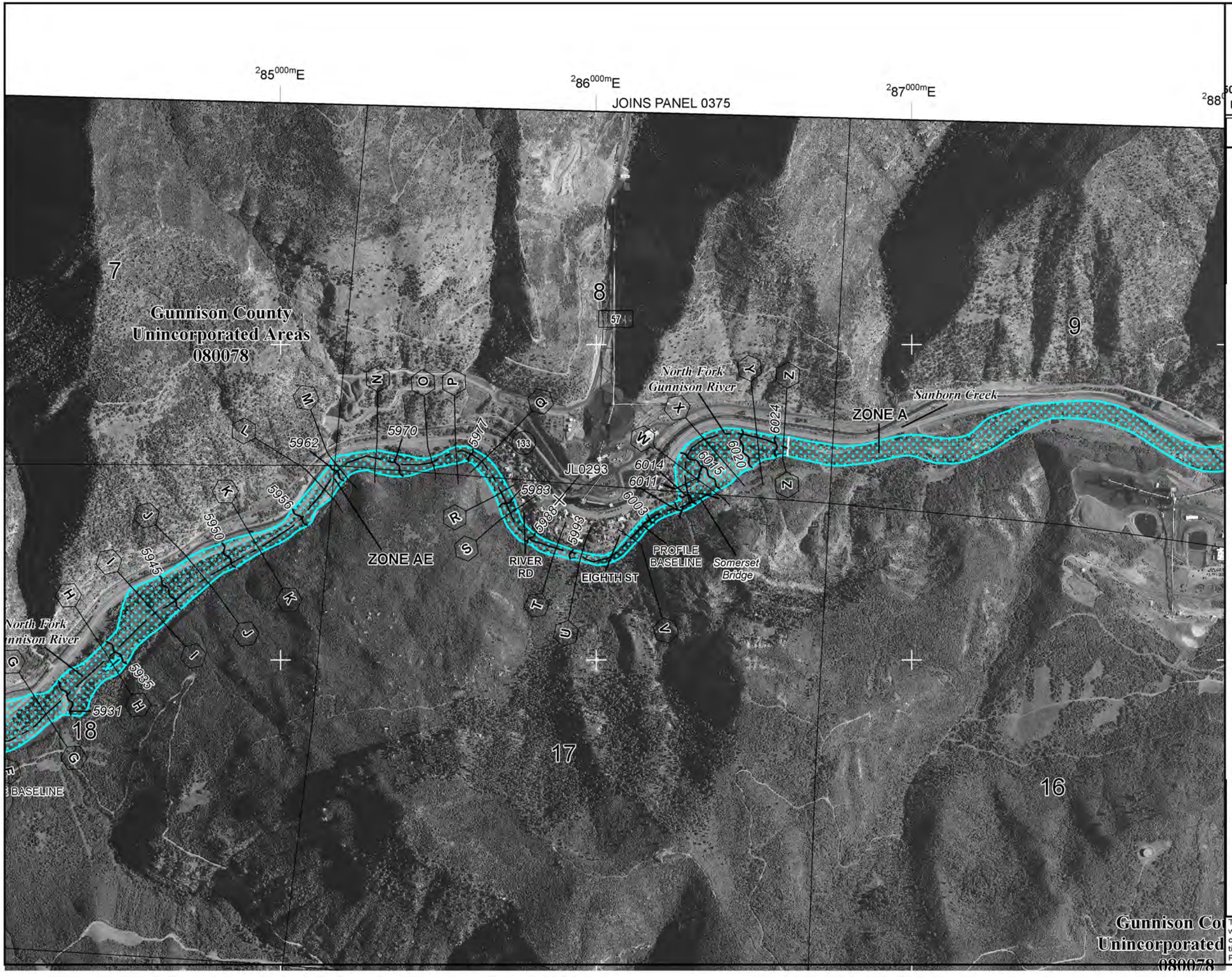
ADJOINING QUADRANGLES
1 Electric Mountain
2 Bull Mountain
3 Chair Mountain
4 Bowie
5 Paonia Reservoir
6 Paonia
7 Minnesota Pass
8 West Beckwith Mountain

ROAD CLASSIFICATION
Expressway
Secondary Hwy
Ramp
Local Connector
Local Road
4WD
Interstate Route
US Route
State Route
FS Primary Route
FS Passenger Route
FS High Clearance Route

Check with local Forest Service unit for current travel conditions and restrictions.

SOMERSET, CO
2016

NSN 7643016359784
NGA REF NO. USGSX24K20259



MAP SCALE 1" = 1000'

500 0 1000 2000 FEET

METERS

NATIONAL FLOOD INSURANCE PROGRAM

NFIP

PANEL 0365D

FIRM

FLOOD INSURANCE RATE MAP

GUNNISON COUNTY, COLORADO AND INCORPORATED AREAS

PANEL 365 OF 1975

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GUNNISON COUNTY, UNINCORPORATED AREAS	080078	0365	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
08051C0365D

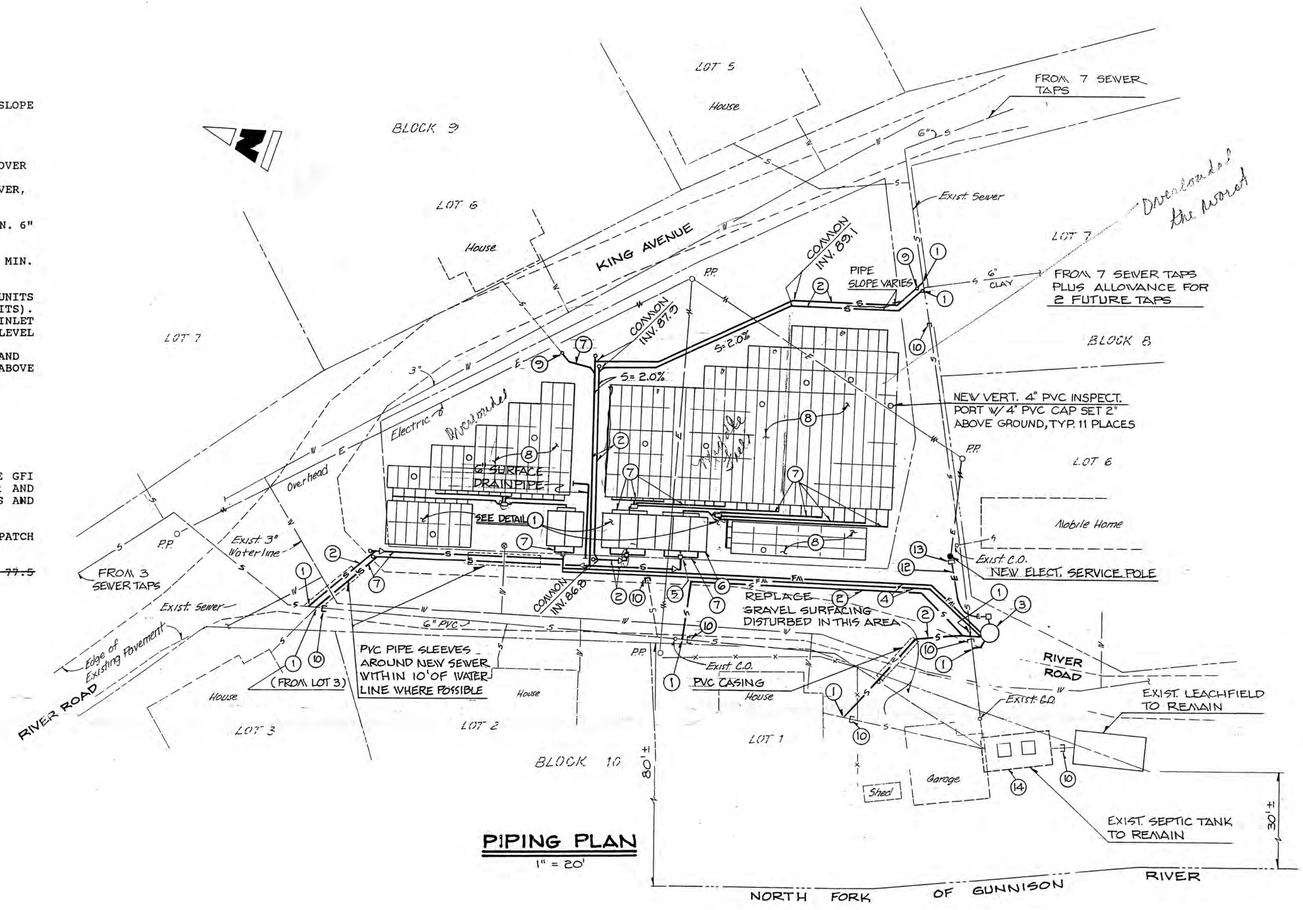
EFFECTIVE DATE
MAY 16, 2013

Federal Emergency Management Agency

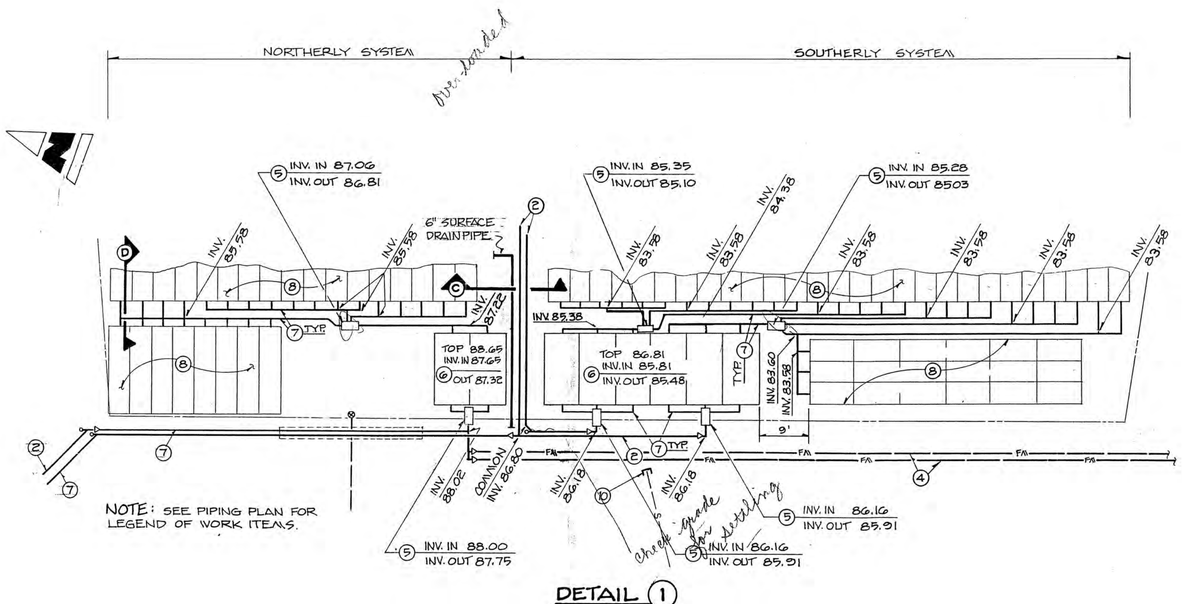
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

WORK ITEMS - PIPING PLAN

1. LOCATE AND JOIN EXIST SEWER
2. NEW 6" PVC SEWER, (ASTM 3034 WITH GASKETED JOINTS), MIN. SLOPE = 0.5%
3. CONSTRUCT PUMPING STATION PER DETAIL.
4. NEW 2" PVC FORCE MAIN, SOLVENT WELDED JOINTS, MIN. 4' COVER
5. NEW POLYETHYLENE DIVERSION BOX WITH SINGLE RISER AND COVER, TYPICAL 6 PLACES. COVER TO BE FLUSH WITH FINISH GRADE.
6. NEW 1500 GALLON PRECAST CONCRETE SEPTIC TANK PLACED ON MIN. 6" THICK 3/4" MINUS CRUSHED ROCK BASE, TYPICAL 8 PLACES
7. NEW 4" PVC SEWER, (ASTM 3034 WITH SOLVENT WELDED JOINTS), MIN. SLOPE = 1.0%
8. "INFILTRATOR" (STANDARD H-10) CHAMBERED LEACH FIELD UNITS (NORTHERN SYSTEM = 64 UNITS; SOUTHERLY SYSTEM = 194 UNITS). UNITS TO REST ON LEVEL PAD, PLUS/MINUS 0.1'. MANIFOLDED INLET PIPING IMMEDIATELY ADJACENT TO UNITS TO BE CONSTRUCTED LEVEL
9. NEW CLEAN OUT. RISER SHALL BE SAME SIZE AS A MAIN LINE AND SHALL TERMINATE WITH UNGLUED PVC CAP (SLIP JOINT) 3" ABOVE GRADE. TYPICAL 5 PLACES
10. CAP EXIST. SEWER
11. ~~NEW NO FREEZE HOSE DIBB FOR 5' BURY~~
12. NEW DIRECT-BURY ELECTRICAL CABLE
13. CONSTRUCT NEW METER SOCKET AND BREAKER PANEL WITH ONE GFI PROTECTED 30A, 115 VOLT CIRCUIT BREAKER. NEW RISER AND CONDUIT EXTENDING BELOW GRADE TO BE PER DMEA STANDARDS AND APPROVAL.
14. PUMP DOWN EXIST. 6000 GAL. CONCRETE SEPTIC TANK AND PATCH CRACKS (IF ANY) WITH NON-SHRINK CONCRETE GROUT.
15. ~~JOIN EXIST SEPTIC TANK NEAR TOP OF TANK, MAX INV. EL 79.5 (BELOW ELEVATION OF BASIN COVER OF PUMPING STATION)~~.



PIPING PLAN
1" = 20'



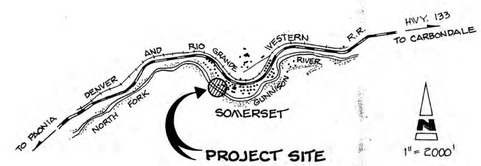
DETAIL (1)
1" = 10'

SPECIFICATIONS

1. SEPTIC TANKS SHALL BE PRECAST CONCRETE WITH PRECAST LIDS CONFORMING TO THE REQUIREMENTS OF THE COLORADO DEPARTMENT OF HEALTH. ADD 21" DIA. PRECAST RISER 1' HIGH (2' HIGH ON MOST NORTHERLY TANK OF SOUTHERLY SYSTEM) AND CONC. COVERS AT 2 PLACES ON EACH TANK
2. PUMP STATION SHALL BE DUPLEX SYSTEM BY "LITTLE GIANT" INCLUDING: 36" PRECAST CONCRETE
   - A) BASIN - 36" DIA. ~~4-34" DEEP STRUCTURAL FORM, 1/2" THICK x 34" DIA STEEL COVER, 4" HUB HOLE, 186 GALLON CAPACITY~~
   - B) PUMPS - THREE 0.4 HORSEPOWER, 117 VOLT, SINGLE PHASE, MODEL 9S, 2" SOLIDS HANDLING, NOTE: ONE PUMP TO BE PROVIDED AS SPARE
   - C) CONTROLS - DUPLEX PUMP ALTERNATOR WITH VISUAL ALARM LIGHT PLUS AUDIO ALARM AND SILENCE SWITCH. MODEL 402HW, NEMA 4X FIBERGLASS ENCLOSURE
   - D) ~~CHECK VALVES - TWO, 2" PVC FULL FLOW CHECK VALVES WITH COMPRESSION NUT COUPLINGS~~
   - E) JUNCTION BOX - REINFORCED PVC, NEMA 4X WITH FOAM GASKET
   - F) DISCHARGE AND VENT PIPING - 2" SCHEDULE 40 PVC WITH SOLVENT WELDED JOINTS UNLESS OTHERWISE SHOWN
3. DIVERSION BOXES SHALL BE "AMERICAN D' BOX". DIVERSION BOXES FOR SEPTIC TANK EFFLUENT SHALL BE EQUIPPED WITH "DIAL-A-FLOW" ADJUSTABLE CONTROL DEVICES. INFLUENT BOXES SHALL BE SET LEVEL AND CONCRETE GROUT FLOW CHANNEL SHALL BE TROWELED INTO BOTTOM OF BOX TO PROVIDE SMOOTH AND EVEN DIVISION OF FLOW.
4. "INFILTRATOR" CHAMBERED LEACH FIELD UNITS SHALL BE H-10, STANDARD (2.83' x 6.25' X 1' HIGH). JOIN UNITS WITH MIN. 4 SCREWS AND PROVIDE END PLATES AT ENDS OF EACH RUN. PROVIDE SPLASH PLATE OR 2" THICK LAYER OF 3/4" MINUS CRUSHED ROCK IMMEDIATELY BELOW INLET PIPE, WITHIN FIRST "INFILTRATOR" IN A GIVEN ROW
5. CONCRETE SHALL BE MIN. 4000 PSI COMPRESSIVE STRENGTH IN 28 DAYS. PROVIDE DELIVERY TICKETS INDICATING DESIGN STRENGTH TO ENGINEER.

GENERAL NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE AND PROTECT EXISTING SUBSTRUCTURES (UTILITIES) PRIOR TO EXECUTING THIS WORK.
2. SUBMIT CONSTRUCTION SCHEDULE TO ENGINEER FOR APPROVAL PRIOR TO BEGINNING WORK ON-SITE. EXISTING COLLECTION AND TREATMENT FACILITY TO REMAIN OPERATIONAL DURING CONSTRUCTION, EXCEPT FOR TEMPORARY SHUT-DOWNS ALLOWED WHERE NECESSARY TO PERFORM WORK.
3. ENGINEER WILL SET REFERENCE STAKES AND GRADES (BASE LINE PARALLEL WITH RIVER ROAD AND BENCH MARK) FOR CONTRACTOR'S USE DURING CONSTRUCTION.
4. IMPORTED SOIL FOR THIS WORK IS AVAILABLE AT NO COST FROM COUNTY STOCKPILE IN SOMERSET. CONTRACTOR SHALL LOAD AND HAUL SOIL FROM STOCKPILE.
5. THIS SITE WAS GRADED BY GUNNISON COUNTY TO APPROX. LIMITS AND GRADES (GRADES TO WITHIN PLUS/MINUS 0.5' SHOWN. CONTRACTOR SHALL FINE GRADE SITE (PLUS/MINUS 0.1') AND SHALL LIGHTLY SCARIFY SURFACE ON WHICH "INFILTRATORS" ARE TO REST AND AVOID COMPACTING THESE AREAS.
6. TRENCH BACKFILL WITHIN 6" AROUND NEW PIPES AND "INFILTRATORS" SHALL BE FREE FROM ROCKS LARGER THAT 3/4" IN MAXIMUM DIMENSION. REMAINDER OR BACKFILL MAY CONTAIN ROCKS NO GREATER THAT 6" SIZE. BACKFILL BELOW, AND WITHIN 1' OF PIPES, SHALL BE COMPACTED TO MIN. 90% OF STANDARD PROCTOR, PLUS/MINUS 2% OF OPTIMUM MOISTURE DENSITY.
7. BACKFILL ABOVE "INFILTRATORS" SHALL BE PLACED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. GENERALLY, BACKFILL MAY BE SPREAD WITH LIGHT TRACKED EQUIPMENT; DO NOT USE WHEELED EQUIPMENT.
8. ALL ELECTRICAL EQUIPMENT INSTALLATION SHALL BE PERFORMED BY LICENSED ELECTRICIAN IN ACCORDANCE WITH CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE.
9. CONTRACTOR SHALL MINIMIZE DAMAGE TO EXISTING ASPHALT PAVEMENT. TRENCH CUTS SHALL BE STABILIZED WITH 3/4" CRUSHED ROCK, HOWEVER, ASPHALT PATCHING WILL NOT BE REQUIRED.
10. SEED ALL DISTURBED SOIL AT COMPLETION OF WORK. VARIETY OF GRASS SEED TO BE APPROPRIATE FOR THIS ELEVATION AND CLIMATE.
11. ALL PIPING TO BE COVERED WITH MINIMUM 1.5 FEET OF SOIL. THIS MAY REQUIRE SOME MOUNDING OF SOIL IN IMMEDIATE VICINITY ABOVE PIPE.
12. ALL EFFLUENT PIPING SHOWN ON DETAIL 1 SHALL BE PARTIALLY BEDDED (TOP OF PIPE LEFT EXPOSED) PRIOR TO FIELD CONFIRMATION OF DESIGN GRADES BY ENGINEER.



VICINITY MAP

Summer 1992 -

REVISED 8/18/92

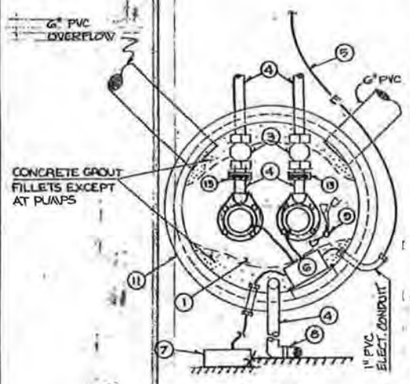
RECORD DRAWING 2-3-93

DEL-MONT CONSULTANTS, INC.
Montrose Colorado

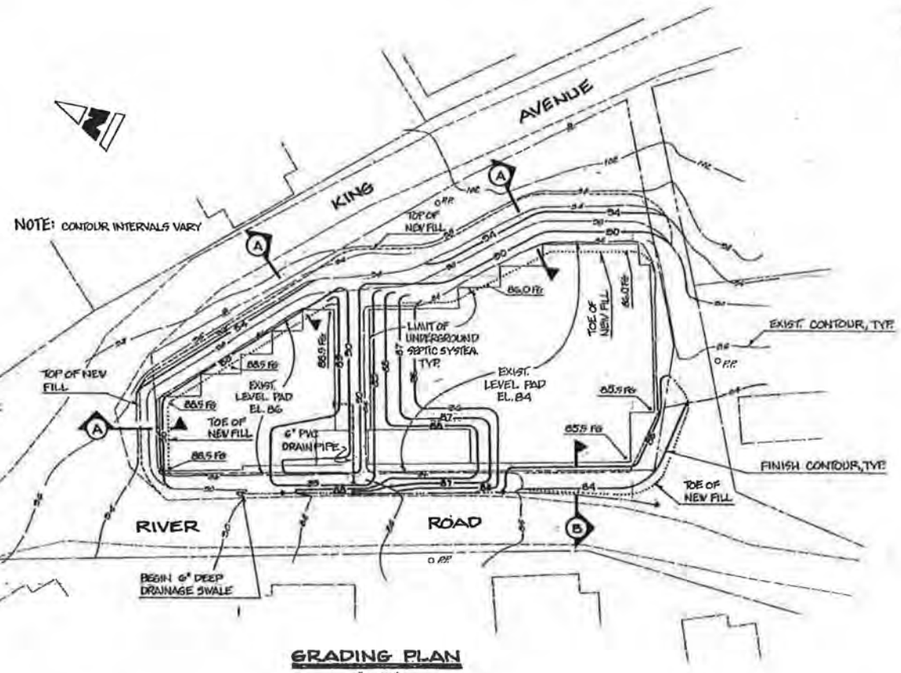
DESIGNED BY R.W.W.	SOMERSET, COLORADO	D.M. JOB NO. 9072
DRAWN BY W.A.S.	SEPTIC SYSTEM IMPROVEMENTS	FILE NO.
CHECKED BY R.W.W.	GUNNISON COUNTY COLORADO	SCALE AS SHOWN
DATE ISSUED 2/26/92		SHEET NO 1 OF 2

WORK ITEMS - PUMPING STATION

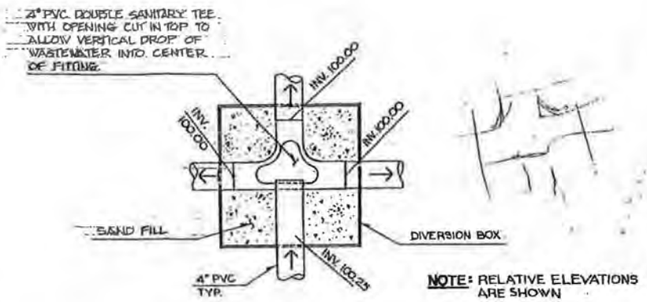
1. ~~30" DIA X 36" DEEP BASIN WITH STEEL COVER~~
2. "LITTLE GIANT" SEWAGE PUMP
3. 2" PVC ~~CHOKE~~ BALL VALVE ~~WITH COMPRESSION FITTINGS~~
4. 2" SCH. 40 PVC PIPING
5. ELECTRICAL FEEDER FROM BREAKER PANEL, 115 VOLT
6. NEMA 4X JUNCTION BOX; LOCATE WITHIN UPPER 1' OF CONC. RISER
7. ALARM/ALTERNATOR PANEL, ~~MOUNT TO FACE OF ADJOINING GARAGE WITH PRIOR APPROVAL OF ENGINEER AND OWNER IN FIELD~~
8. ~~STRAP VENT PIPE WITH TURNED DOWN ELBOW TO EVE LEVEL OF ADJOINING GARAGE WITH PRIOR APPROVAL OF ENGINEER AND OWNER IN FIELD.~~ COVER OPENING OF ELBOW WITH STAINLESS STEEL VARMINT SCREEN AND SECURE WITH HOSE CLAMP.
9. FLOAT CONTROL SWITCH, TYPICAL, ON PVC FLOAT POLE
10. CONTINUOUS CONCRETE FOOTING AROUND PUMPING STATION BASIN AND COVER
11. REINFORCED PRECAST CONCRETE RISER, ~~30"~~ 36" INSIDE DIA. X ~~3.75'~~ HIGH, ~~WITH PLAIN ENDS (OPTIONAL CHOICE). CONTRACTOR MAY SUBSTITUTE REINFORCED CAST-IN-PLACE CONC. RISER WITH ENGINEER'S APPROVAL.~~
12. ~~3/8" THICK X 38" DIAMETER STEEL COVER WITH THREE WELDED ANGLE BRACKETS TO ENSURE CENTERING OVER CONC. RISER. EPOXY PAINT OVER (BLACK).~~ ALUMINUM MANHOLE FRAME & COVER
13. 2" BRASS DISCONNECT COUPLING W/ 3/8" S.S. PULL HANDLE



PLAN
1"=1'-0"

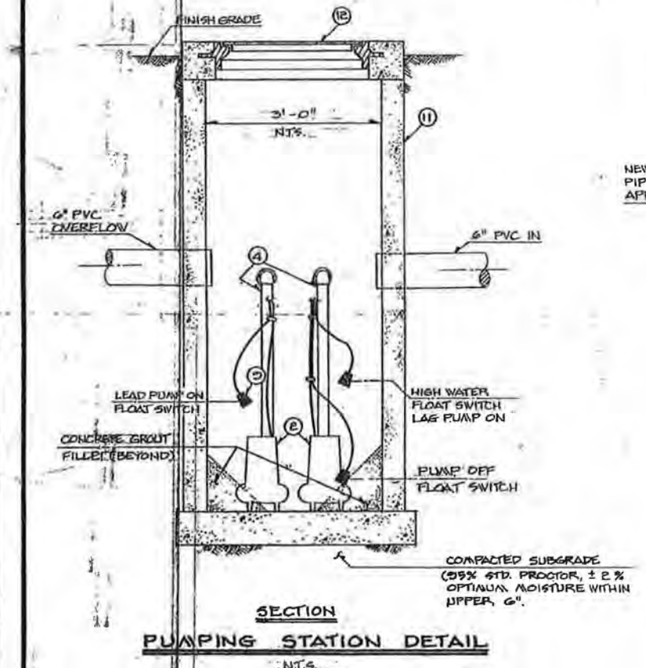


GRADING PLAN
1" = 20'

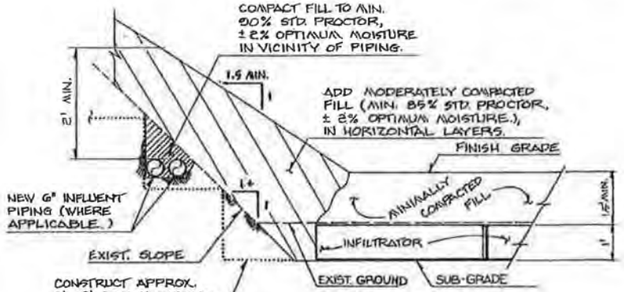


NOTE: RELATIVE ELEVATIONS ARE SHOWN

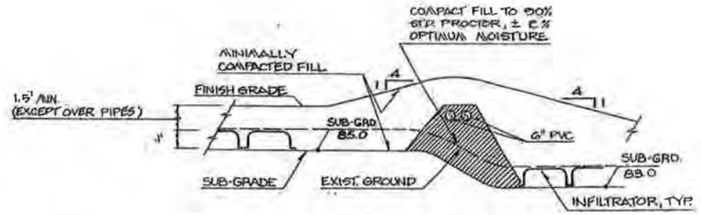
TYPICAL INFLUENT DIVERSION BOX DETAIL
(NO SCALE)



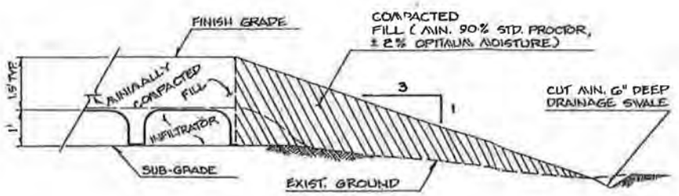
SECTION
PUMPING STATION DETAIL
N.T.S.



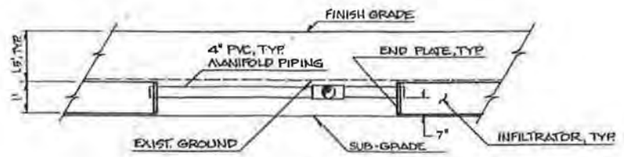
SECTION (A)
1" = 2'



SECTION (C)
1" = 4'



SECTION (B)
1" = 2'



SECTION (D)
1" = 2'

RECORD DRAWING 2-3-93

DEL-MONT CONSULTANTS, INC.
Montrose Colorado

DESIGNED BY R.W.W.	SOMERSET, COLORADO	S.D. JOB NO. 9072
DRAWN BY W.A.S.	SEPTIC SYSTEM IMPROVEMENTS	FILE NO.
CHECKED BY R.W.W.	GUNNISON COUNTY COLORADO	SCALE AS SHOWN
DATE ISSUED 2/26/92		SHEET NO. 2 OF 2

REVISED 8/18/92

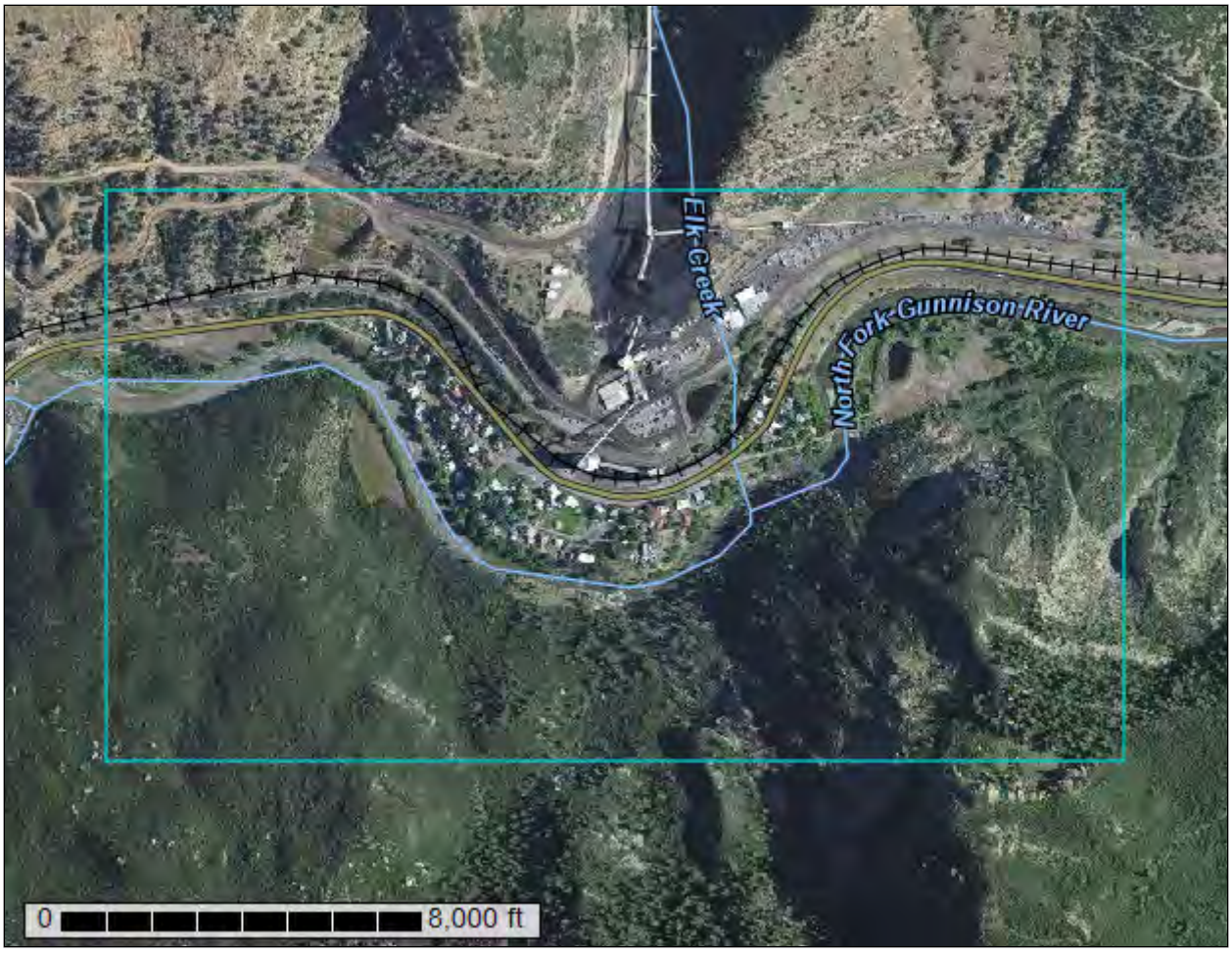
United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Paonia Area, Colorado, Parts of Delta, Gunnison, and Montrose Counties



July 10, 2017

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

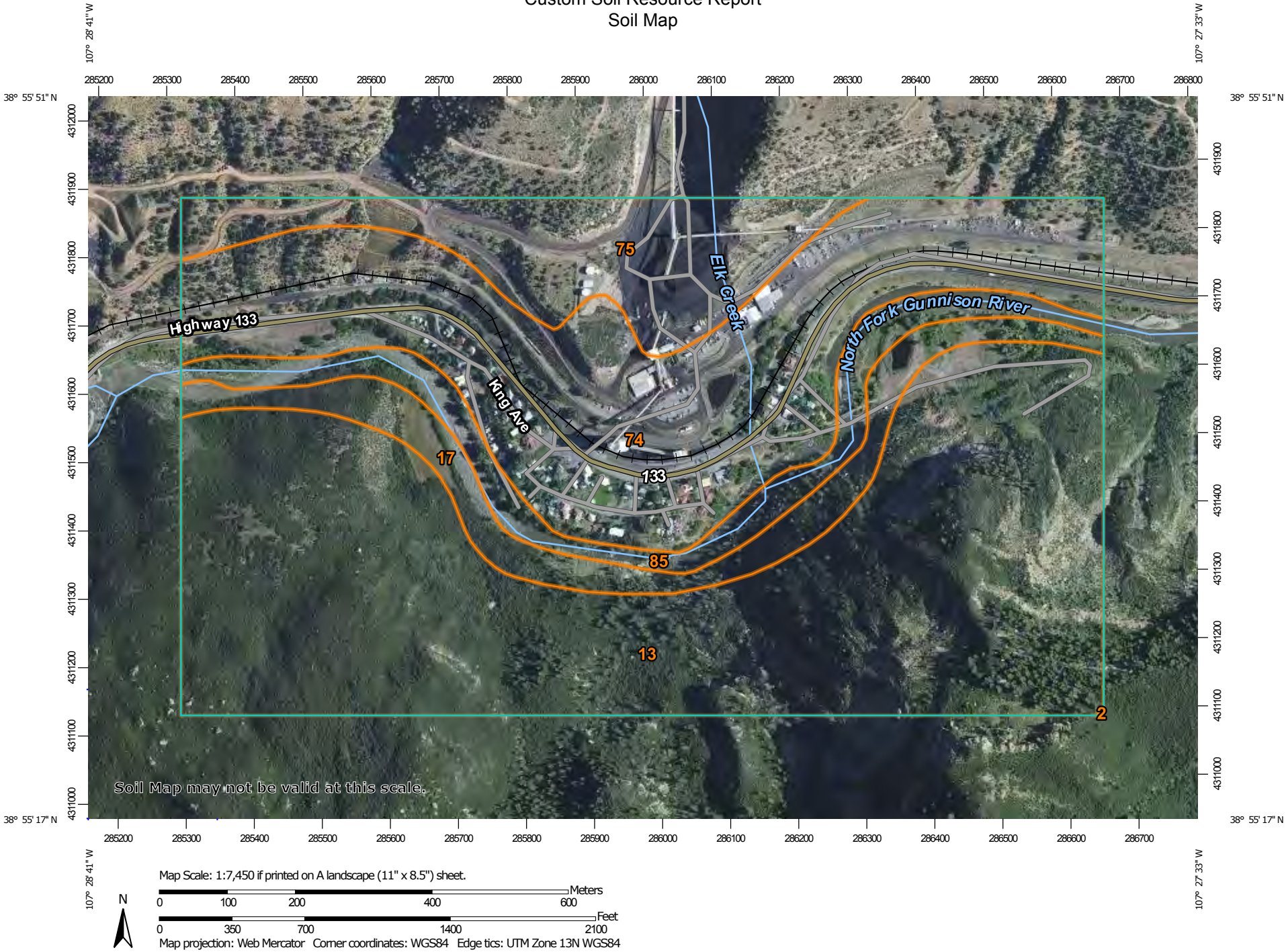
After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:7,450 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 100 200 400 600

Feet: 0 350 700 1400 2100

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Paonia Area, Colorado, Parts of Delta, Gunnison, and Montrose Counties
Survey Area Data: Version 9, Sep 23, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 7, 2011—Aug 8, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND

MAP INFORMATION

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Paonia Area, Colorado, Parts of Delta, Gunnison, and Montrose Counties (CO679)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
2	Absarokee-Work loams, 6 to 25 percent slopes	0.0	0.0%
13	Beenom-Absarokee association, 20 to 60 percent slopes	118.9	46.7%
17	Breece loam, 1 to 6 percent slopes	18.3	7.2%
74	Torriorthents-Haplargids complex, very stony	73.5	28.9%
75	Torriorthents-Rock outcrop, sandstone, complex	27.1	10.7%
85	Water	16.9	6.6%
Totals for Area of Interest		**254.8**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not

mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Paonia Area, Colorado, Parts of Delta, Gunnison, and Montrose Counties

2—Absarokee-Work loams, 6 to 25 percent slopes

Map Unit Setting

National map unit symbol: jnr6
Elevation: 6,800 to 8,500 feet
Farmland classification: Not prime farmland

Map Unit Composition

Work and similar soils: 40 percent
Absarokee and similar soils: 40 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Work

Setting

Landform: Valley sides
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Material weathered sandstone

Typical profile

H1 - 0 to 6 inches: loam
H2 - 6 to 13 inches: clay loam
H3 - 13 to 28 inches: clay
H4 - 28 to 39 inches: clay
H5 - 39 to 60 inches: channery loam

Properties and qualities

Slope: 6 to 25 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 15 percent
Available water storage in profile: Moderate (about 8.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: C
Ecological site: Deep Clay Loam (R048AY247CO)
Hydric soil rating: No

Description of Absarokee

Setting

Landform: Valley sides
Down-slope shape: Linear

Across-slope shape: Linear
Parent material: Weathered from sandstone

Typical profile

H1 - 0 to 7 inches: loam
H2 - 7 to 13 inches: clay loam
H3 - 13 to 25 inches: clay
H4 - 25 to 30 inches: channery clay loam
H5 - 30 to 34 inches: unweathered bedrock

Properties and qualities

Slope: 6 to 25 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 10 percent
Available water storage in profile: Low (about 4.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: D
Ecological site: Brushy Loam (R048AY238CO)
Hydric soil rating: No

Minor Components

Progresso

Percent of map unit:
Hydric soil rating: No

Kech

Percent of map unit:
Hydric soil rating: No

Potts

Percent of map unit:
Hydric soil rating: No

Beehom

Percent of map unit:
Hydric soil rating: No

Fluvents, flooded

Percent of map unit:
Hydric soil rating: No

13—Beenom-Absarokee association, 20 to 60 percent slopes

Map Unit Setting

National map unit symbol: jnqz
Elevation: 6,800 to 8,300 feet
Farmland classification: Not prime farmland

Map Unit Composition

Beenom and similar soils: 50 percent
Absarokee and similar soils: 30 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Beenom

Setting

Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Weathered in place sandstone and shale

Typical profile

H1 - 0 to 4 inches: loam
H2 - 4 to 9 inches: clay loam
H3 - 9 to 14 inches: channery loam
H4 - 14 to 18 inches: unweathered bedrock

Properties and qualities

Slope: 20 to 60 percent
Depth to restrictive feature: 10 to 20 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 5 percent
Available water storage in profile: Very low (about 2.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: D
Ecological site: Rocky Loam (R048AY229CO)
Hydric soil rating: No

Description of Absarokee

Setting

Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Weathered from sandstone

Typical profile

H1 - 0 to 7 inches: loam
H2 - 7 to 13 inches: clay loam
H3 - 13 to 25 inches: clay
H4 - 25 to 30 inches: channery clay loam
H5 - 30 to 34 inches: unweathered bedrock

Properties and qualities

Slope: 20 to 60 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 10 percent
Available water storage in profile: Low (about 4.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: D
Ecological site: Brushy Loam (R048AY238CO)
Hydric soil rating: No

Minor Components

Work

Percent of map unit:
Hydric soil rating: No

Kech

Percent of map unit:
Hydric soil rating: No

Progresso

Percent of map unit:
Hydric soil rating: No

17—Breece loam, 1 to 6 percent slopes

Map Unit Setting

National map unit symbol: jnr3
Elevation: 6,000 to 7,500 feet
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Breece and similar soils: 85 percent
Minor components: 2 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Breece

Setting

Landform: Alluvial fans, flood plains, stream terraces
Landform position (three-dimensional): Tread
Down-slope shape: Concave, linear
Across-slope shape: Linear
Parent material: Alluvium

Typical profile

H1 - 0 to 19 inches: loam
H2 - 19 to 30 inches: sandy loam
H3 - 30 to 60 inches: sandy loam

Properties and qualities

Slope: 1 to 6 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 6.00 in/hr)
Depth to water table: About 36 to 72 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Moderate (about 7.6 inches)

Interpretive groups

Land capability classification (irrigated): 4c
Land capability classification (nonirrigated): 4c
Hydrologic Soil Group: A
Ecological site: Mountain Swale (R048AY245CO)
Hydric soil rating: No

Minor Components

Wet alluvial land

Percent of map unit: 2 percent

Landform: Alluvial flats
Hydric soil rating: Yes

Curecanti

Percent of map unit:
Hydric soil rating: No

Fughes

Percent of map unit:
Hydric soil rating: No

74—Torriorthents-Haplargids complex, very stony

Map Unit Setting

National map unit symbol: jnt4
Elevation: 4,500 to 7,000 feet
Mean annual precipitation: 7 to 13 inches
Mean annual air temperature: 48 to 54 degrees F
Frost-free period: 80 to 180 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Torriorthents, very stony, and similar soils: 55 percent
Haplargids, very stony, and similar soils: 40 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Torriorthents, Very Stony

Setting

Landform: Fans, valleys
Down-slope shape: Concave, linear
Across-slope shape: Linear
Parent material: Locally transported stony residuum

Typical profile

H1 - 0 to 4 inches: very stony sandy loam
H2 - 4 to 31 inches: very stony loam
H3 - 31 to 60 inches: very stony sandy loam

Properties and qualities

Slope: 3 to 12 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.20 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 15 percent
Available water storage in profile: Low (about 4.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: B
Hydric soil rating: No

Description of Haplargids, Very Stony

Setting

Landform: Fans, valleys
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Locally transported stony residuum

Typical profile

H1 - 0 to 4 inches: very stony loam
H2 - 4 to 14 inches: very stony loam
H3 - 14 to 60 inches: extremely stony loam

Properties and qualities

Slope: 6 to 12 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.20 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 10 percent
Available water storage in profile: Low (about 3.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: B
Hydric soil rating: No

Minor Components

Fluvents

Percent of map unit:
Hydric soil rating: No

75—Torriorthents-Rock outcrop, sandstone, complex

Map Unit Setting

National map unit symbol: jnt5
Elevation: 4,800 to 7,000 feet
Mean annual precipitation: 7 to 13 inches

Mean annual air temperature: 50 to 54 degrees F
Frost-free period: 80 to 140 days
Farmland classification: Not prime farmland

Map Unit Composition

Torriorthents and similar soils: 60 percent
Rock outcrop: 30 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Torriorthents

Setting

Landform: Mountains
Landform position (two-dimensional): Footslope, backslope
Landform position (three-dimensional): Mountainflank
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Stony loamy rockfall deposits

Typical profile

H1 - 0 to 4 inches: very stony loam
H2 - 4 to 31 inches: very stony sandy loam
H3 - 31 to 35 inches: unweathered bedrock

Properties and qualities

Slope: 20 to 50 percent
Depth to restrictive feature: 10 to 70 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 15 percent
Available water storage in profile: Very low (about 2.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: C
Hydric soil rating: No

Description of Rock Outcrop

Setting

Landform: Mountains
Landform position (two-dimensional): Footslope, backslope
Landform position (three-dimensional): Free face
Down-slope shape: Linear
Across-slope shape: Linear

Typical profile

H1 - 0 to 60 inches: unweathered bedrock

Properties and qualities

Slope: 35 to 70 percent
Depth to restrictive feature: 0 inches to lithic bedrock

Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.03 in/hr)
Available water storage in profile: Very low (about 0.0 inches)

Interpretive groups
Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8s
Hydric soil rating: No

Minor Components

Progresso
Percent of map unit:
Hydric soil rating: No

Fluvents
Percent of map unit:
Hydric soil rating: No

Kech
Percent of map unit:
Hydric soil rating: No

85—Water

Map Unit Composition
Water: 95 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Minor Components

Aquolls
Percent of map unit: 5 percent
Landform: Marshes
Hydric soil rating: Yes

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GORDON MEYER

(970) 945-1004
FAX (970) 945-5948

118 West 6th, Suite 200
Glenwood Springs, CO 81601

October 21, 1999

RECEIVED OCT 25 1999

VIA MAIL AND FAX: 970.641.0044

Ms. Marlene Crosby, Public Works Director
Gunnison County
811 Rio Grande
Gunnison CO 81230

RE: Somerset Community
Analysis of Wastewater Needs

Dear Marlene:

Please find attached hereto a brief engineering report for the Somerset community. The purpose of this report is to provide a basis for further discussions with community representatives as well as the basis for grant applications through Mr. Sarmo's office.

After your review, please call me to further discuss.

Sincerely,

SCHMUESER GORDON MEYER, INC.

Dean W. Gordon, P.E.
President

DWG:lec/report.98098a
Enclosure
cc: Ron Thompson, SGM

COMMUNITY OF SOMERSET
ANALYSIS OF WASTEWATER NEEDS

INTRODUCTION

The purpose of this engineering report is to assess the needs for wastewater collection and wastewater treatment for the Somerset community. Included will be a brief description of the analysis of existing facilities followed by an opinion of cost with respect to proposed improvements.

BASIS OF NEED

The Somerset community is currently served by individual sewage disposal systems (ISDS), consisting of three small community ISDS which serve a number of individual homesites as well as individual ISDS for the majority of the homesites throughout the community. The community also has a central water distribution system providing potable water to each individual homesite. The system is an extension of the water system which services the adjacent Ox Bow Mine.

As early as 1977, deficiencies in the means of wastewater treatment were identified in Somerset. A report was prepared by Merrick & Company which pointed out the shortcomings of ISDS and need for central wastewater collection and wastewater treatment. The report indicated that, at that time, there was a moratorium by Gunnison County on any additional ISDS within the community. In 1992, the most westerly community ISDS was subject to a site application and subsequent reconstruction. Despite that work, the system has performed marginally since, raising complaints by neighboring property owners and requiring extraordinary maintenance and operation by Gunnison County as the owner of the system. In 1999, the Portal Restaurant, the only commercial structure in the town, replaced its ISDS.

The existing water distribution system consists of small diameter PVC and galvanized steel piping throughout the community. The system generally appears to be providing adequate

in-house service. While there are exterior fire hydrant connections, the inability to provide any significant fire flows means there is little, if any, fire protection from the system. Because a wastewater collection system would need to be installed within the very narrow streets with the existing water distribution system, there is a likelihood that the distribution system would be significantly impacted by any pipeline construction and would see replacement of many of the lines so impacted.

USERS SUMMARY

Based on a review of the accounts maintained for both water and wastewater billings, as well as a site review, the following is a land use summary of the community:

• Active residential users	59
• Post office	1
• Portal restaurant	1
• Abandoned homes	1
• Lots with garages only	3
• Vacant lots	9
• Lots with community ISDS facilities	4
Total number of lots	78

Many of the individual homesites within Somerset are very small, typically on the order of 2000 square feet or less, with the actual residential structure occupying the majority of the lots. It appears unlikely that significant future growth will occur within the community, primarily because of topographic and physical restraints surrounding the community. Therefore, the number of existing lots will be utilized as the design number of units for further analysis.

There are on-going building improvements within the community, the majority of the work apparently being upgrading or remodeling of existing units. It is assumed if central wastewater collection and treatment facilities are installed, those lots which currently do not support residential units may be developed because of the availability of utility systems. Although not a trend to date, it is possible that any future building in the community may result in combining two or more lots into a single property to support a larger residential unit or to provide an existing unit with more green space. In that event, the total number of number of

units served would decrease slightly. The construction of future commercial structures would likely not increase the total amount of wastewater flow, given the fact that one or more residential units would need to be removed in order to construct such commercial structures. Commercial uses such as restaurants and bars would produce higher wastewater flows while retail establishments would tend to decrease potential wastewater flows from the given properties. For purposes of this analysis, each of the current lots, whether supporting residential use at this time or not, have been assumed to remain as residential units.

WATER USE SUMMARY

Water use records are available from the early 1990s onward. Earlier water use records are based on readings from the common water meter on the line which feeds the entire community. Those water meter readings indicate water use was higher than typical averages, sometimes exceeding 1000 gal/unit/day (gpud). At that time, there was no active water meter use and enforcement and it is thought by some residents that the high water use was indicative of liberal use of water for lawn irrigation in the summer and running of water in the winter for protection from waterline freezing.

Since that time, all units have been metered and beginning in 1998, the meters have been actively read and billings based on actual water use. A summary of available records is summarized as follows:

Month	Active Accounts	Use Gallon/Unit/Day
August 1998	56	514
Sept. "	56	564
Oct. "	54	296
Nov. "	53	213
Dec. "	48	170
Jan. 1999	51	154
Feb. "	51	125
March "	49	136
April "	51	151
May "	54	168
June "	55	305
July "	53	433

A review of the data indicates the following:

1. Historically, the Colorado Department of Public Health & Environment (CDPHE) requires that design be based on the assumption of 3.5 persons per dwelling unit at 100 gpcd or a total of 350 gpud. The data indicates that the water use in Somerset is much less than that, apparently due to the small size of the units and the likelihood of fewer than 3.5 persons on average per residential unit.

2. There is higher use in the summer irrigation season than during the winter. The winter readings would be indicative of actual domestic in-house use which, in turn, would indicate the wastewater flows from each of the residential units. The average daily domestic use appears to be in the 150 - 175 gal/unit/day.

3. The water use appears to be far less than the reported usage from the early 1990s. This can likely be attributed to the water metering program.

4. Water use in the winter indicates that running water through lines to protect from freezing is no longer typically practiced.

WASTEWATER TREATMENT PLANT (WWTP) DESIGN BASIS

The prior Merrick report utilized design parameters of 2.1 capita per unit at 75 gpcd for a residential unit use of 158 gpud. This estimated usage is very close to the usage being metered over the last 12-month period.

Ongoing discussions are being held with representatives of the Ox Bow Mine and whether there is interest on the part of the mine in being included within an approved WWTP. Wastes from the mine are currently collected on site and transported to as ISDS located on the western edge of Somerset. For purposes of this analysis, an allowance for the Ox Bow Mine has not been included.

For purposes of this analysis, the design capacity of the WWTP is calculated as follows:

•	76 residential units @ 262 gpud	19,950 gpd
•	Portal Restaurant @ 1290 gpd	1,290 gpd
•	Post office @ 100 gpd	100 gpd
•	Telephone facility @ 20 gpd	20 gpd
	TOTAL	21,360 gpd

The above estimate is based on a population count of 3.5 persons/unit at a daily wastewater production of 75 gpd. Resultant residential use rate of 262 gpud compares to an average meter reading of 150 - 175 gpud over the last 12 months. The potential increase in water use is based on the assumption that, as properties are improved over the years, the occupancy and/or use rates are likely to increase over current use levels. Because it is anticipated that a plant to serve the ultimate needs of the Somerset community will initially be constructed, as opposed to a phased approach, a conservative approach to estimating capacity is warranted.

OPINION OF COST

Costs are incrementalized below to reflect potential scopes of improvements for the community. The first incremental scope would include the construction WWTP plus a wastewater collection system throughout the community with the exception of the River Road area. Further incremental potential system improvements are further explained as follows:

1. Sewer Service Replacement. Replacing sewer service lines from the front property line into the building footprint.

2. Water Distribution System Replacement. Scope of this work would be to install a new water distribution system throughout the community with lines sized to provide fire protection as well as domestic use. Because the streets will be excavated for the wastewater collection system, the incremental cost to install a

water system at this point (as opposed to a new system in the future) would be a cost effective approach.

3. Water Service Replacement. This incremental scope would be to replace water services from the front property line into the building footprint.

4. Conduit Systems. This incremental scope of work would be to install conduits in the open excavations in anticipation of eventually having underground cable utility systems throughout the community.

With the above descriptions, the incremental opinions of costs are as follows:

A. BASIC WASTEWATER SYSTEM

1.	Wastewater treatment facility, 21,360 gpd @ $13/gpd	$278,000	
2.	Sewerlines, 3210 lineal feet @ $60/LF	$193,000	
3.	Manholes, 22 each @ $4000/Ea	$ 88,000	
4.	Services, 72 each @ $1000/Ea	$ 72,000	
5.	25 percent contingency	$158,000	
	Subtotal		$800,000

B. RIVER ROAD COLLECTION SYSTEM

1.	Sewerline, 500 lineal feet @ $60/LF	$ 30,000	
2.	Force main, 300 lineal feet @ $30/LF	$ 9,000	
3.	Manholes, 3 each @ $4000/Ea	$ 12,000	
4.	Services, 8 each @ $1000/Ea	$ 8,000	
5.	25 percent contingency	$ 15,000	
	Subtotal		$ 75,000

C. SEWER SERVICE REPLACEMENT

1.	Services, 80 each @ $2000/Ea	$160,000	
2.	25 percent contingency	$ 40,000	
	Subtotal		$200,000

D. WATER DISTRIBUTION SYSTEM

1.	Water main, 3150 lineal feet @ $30/LF	$ 95,000	
2.	Water main, 450 lineal feet @ $60/LF	$ 27,000	
3.	Fire hydrants, 8 each @ $4000/Ea	$ 32,000	
4.	Valves, 20 each @ $500	$ 10,000	
5.	Services, 66 each @ $1000	$ 66,000	
6.	25 percent contingency	$ 58,000	
	Subtotal		$300,000

E. WATER SERVICE REPLACEMENT

1.	Services, 66 each @ $2000/Ea	$132,000	
2.	25 percent contingency	$ 33,000	
	Subtotal		$165,000

F. CONDUIT SYSTEMS

1.	3710 lineal feet (4 conduits) @ $28/LF	$104,000	
2.	25 percent contingency	$ 26,000	
	Subtotal		$130,000

ELEMENT
ENGINEERING LLC
DILIGENT • INNOVATIVE • RESPONSIVE

July 3, 2017

Gunnison County
Attn: Matthew Birnie
200 E Virginia
Gunnison, CO 81230

Subject **Somerset Domestic Waterworks District Water System Improvements**
Gunnison County, Colorado

To Whom it May Concern,

The U.S. Department of Agriculture, Rural Development Rural Utilities Service (Agency) is initiating the Executive Order 12372, "Intergovernmental Review of Federal Programs," process in order to obtain feedback and concurrence from interested parties on financing a proposal. The Agency is being asked to consider providing financial assistance for the proposal described below. Because this state does not have a State Point of Contact, this letter shall serve as your invitation to comment on this proposal.

Please complete the attached form and send any comments on this proposal or your letter of concurrence directly to Alice. If you choose not to respond within 60 days of this correspondence, the Agency will assume that you have chosen not to respond and may proceed with its decision. If you have any questions concerning this proposal, please contact Alice Arsenault, 12687 W Cedar Drive, Suite 350, Lakewood, CO 80228, alicea@elementengineering.net.

Sincerely,

Alice M. Arsenault, EIT
Project Engineer

Attachment 1: Proposal's Description and Maps

1) Project Description

The Somerset Domestic Waterworks District was issued an Enforcement Order (EO) for violations pertaining to Trihalomethanes (TTHMs) in the distribution system. This issue is likely being caused by TTHM precursors in the raw water and is compounded by multiple dead-end lines causing higher than normal water age. The district wishes to install a pre-filtration system to remove precursors, replace the aging and deteriorating distribution system, and eliminate dead ends. Furthermore, the district would like to install flow meters on all service lines (currently only about half of the services are metered). Adequate sized main will be installed for fire protection, along with fire hydrants and sufficient isolation valving.

2) Environmental Information

The proposed project will be constructed entirely within previously disturbed soil in town right-of-way, and/or within roadways and easements.

No impacts to any environmental resources are expected. Impacts on land use, floodplains, wetlands, historic properties, biological resources, water quality, socio-economic issues, and air quality have all been assessed with a finding of no expected impact for all categories.

3) USGS Topographical Map

A USGS topographical map is attached to this letter.

4) Site Plan

A site plan is attached to this letter. The proposed project will occur throughout the entire service area.

Attachment 2: USDA Rural Development Intergovernmental Review Consultation Form

Project Name: Somerset Domestic Waterworks Water System Improvements

1) Is the proposal consistent with State or local government planning goals?

☒ Yes ☐ No

2) Does the proposal duplicate, run counter to, or need to be coordinated with other activities, or might it be revised to increase its effectiveness?

☒ Yes ☐ No

3) Will the proposal contribute to achieving state or local government goals relating to natural and human resources or economic and community development?

☒ Yes ☐ No

4) Are there environmental impacts and alternatives that should be considered in the Agency's environmental review?

☐ Yes ☒ No

5) Will the proposal influence area growth or delivery of services, including any disproportionate effects on minority groups?

☒ Yes ☐ No

6) Will the proposal impact energy resource supply and demand?

☐ Yes ☒ No

7) Will the proposal displace people or businesses?

☐ Yes ☒ No

8) Will the proposal be located in a Coastal Zone or Coastal Barrier Resource Area and is it consist with any State coastal management plan?

☐ Yes ☒ No

Comments: IT is imperative that this project be coordinated with the Somerset Domestic Waterworks Waste Water System Improvement Project. The waste water situation is very problematic and needs to be addressed as well.

[signature] - County Manager 7-19-17
Signature/Title Date

AUTHORIZATION TO DISCHARGE UNDER THE

COLORADO DISCHARGE PERMIT SYSTEM

In compliance with the provisions of the Colorado Water Quality Control Act, (25-8-101 et seq., CRS, 1973 as amended), for both discharges to surface and ground waters, and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.; the "Act"), for discharges to surface waters only, the

Gunnison County

is authorized to discharge from the Town of Somerset wastewater treatment facility located **in the SW 1/4 of the SE 1/4 of S8, T13S, R90W; Block 8, King Avenue Intersection with River Road Somerset, CO; at 38°55' 38" latitude North and 107° 28' 18" longitude West**

to **the North Fork Gunnison River**

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts I and II hereof. All discharges authorized herein shall be consistent with the terms and conditions of this permit.

The applicant may demand an adjudicatory hearing within thirty (30) calendar days of the date of issuance of the final permit determination, per the Colorado State Discharge Permit System Regulation 61.7(1). Should the applicant choose to contest any of the effluent limitations, monitoring requirements or other conditions contained herein, the applicant must comply with Section 24-4-104 CRS 1973 and the Colorado State Discharge Permit System Regulations. Failure to contest any such effluent limitation, monitoring requirement, or other condition, constitutes consent to the condition by the applicant.

This permit and the authorization to discharge shall expire at midnight, August 31, 2018

Modified and Reissued and Signed this 27th day of August, 2013

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

Janet Kieler, Permits Section Manager
Water Quality Control Division

Permit Action Summary:
Modification #1 – Minor Modification - Issued August 27, 2013, Effective September 1, 2013 (Title page and Part I.B.1)
Originally Issued July 31, 2013 and Effective September 1, 2013

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PART I

A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1. Permitted Feature(s)

Beginning no later than the effective date of this permit and lasting through the expiration date, the permittee is authorized to discharge from, and self monitoring samples taken in accordance with the monitoring requirements shall be obtained from permitted feature(s):

001A, external outfall, Gunnison County is authorized to discharge from its Somerset WWTF. This discharge will be at the end of the septic leach field. Since measurment cannot be made at this location, permit limitations are applied at the internal outfall, 002A
002A, internal outfall, following septic thanks and prior to entering leach field. 38° 55' 38" N, 107° 28' 18 " W

The location(s) provided above will serve as the point(s) of compliance for this permit and are appropriate as they are located after all treatment and prior to discharge to the receiving water. Any discharge to the waters of the State from a point source other than specifically authorized by this permit is prohibited.

In accordance with the Water Quality Control Commission Regulations for Effluent Limitations, Section 62.4, and the Colorado Discharge Permit System Regulations, Section 61.8(2), 5 C.C.R. 1002-61, the permitted discharge shall not contain effluent parameter concentrations which exceed the following limitations specified below or exceed the specified flow limitation.

2. Limitations, Monitoring Frequencies and Sample Types for Effluent Parameters

In order to obtain an indication of the probable compliance or noncompliance with the effluent limitations specified in Part I.A, the permittee shall monitor all effluent parameters at the frequencies and sample types specified below. Such monitoring will begin immediately and last for the life of the permit unless otherwise noted. The results of such monitoring shall be reported on the Discharge Monitoring Report form (See Part I.D.)

Self-monitoring sampling by the permittee for compliance with the effluent monitoring requirements specified in this permit, shall be performed at the location(s) noted in Part I.A.1 above. If the permittee, using an approved analytical method, monitors any parameter more frequently than required by this permit, then the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report Form (DMRs) or other forms as required by the Division. Such increased frequency shall also be indicated.

Oil and Grease Monitoring: For every outfall with oil and grease monitoring, a grab sample shall be collected and analyzed for oil and grease, and reported on the appropriate DMR under parameter 03582. In addition, corrective action shall be taken immediately to mitigate the discharge of oil and grease. A description of the corrective action taken should be included with the DMR.

Total Residual Chlorine: Monitoring for TRC is required only when chlorine is in use.

Flow Recording Device: No flow device is available for this facility. The total flow per day will be calculated based on the individual water meters of the lots connected to the facility.

Permitted Feature/Limit Set 002A, internal outfall

ICIS Code	Effluent Parameter	Effluent Limitations Maximum Concentrations			Monitoring Requirements	
		30-Day Average	7-Day Average	Daily Maximum	Frequency	Sample Type
50050	Effluent Flow (MGD)**	0.009		Report	Daily	Sum*
00400	pH (su)			6.5-9	Monthly	Grab
50060	TRC (mg/l)			0.5	Monthly	Grab
00310	BOD5, effluent (lbs/day)	13.2			Monthly	Calculated
03582	Oil and Grease (mg/l)			10	Monthly	Grab
70295	TDS (mg/l)	Report		Report	Quarterly	Grab

*Sum refers to the water meters of the lots connected to the facility (individual water meters for each building recorded daily and summed and then averaged for DMR monthly reporting)
**No surfacing of the effluent on the leach field is allowed

3. **Monitoring Frequency and Sample Type Influent Parameters**

Regardless of whether or not an effluent discharge occurs and in order to obtain an indication of the current influent loading as compared to the approved capacity specified in Part I.A.3 and Part I.B.2; the permittee shall monitor influent parameters at the following required frequencies, the results to be reported on the Discharge Monitoring Report (See Part I.D):

If the permittee monitors any parameter more frequently than required by the permit, using an approved test procedure or as specified in the permit, the result of this monitoring shall be included in the calculation and reporting of data to the Division.

Self-monitoring samples taken in compliance with the monitoring requirements specified below shall be taken at the following location(s): **Outfall INF1,** individual water meters for each building recorded daily and summed and then averaged for DMR monthly reporting).

Permitted Feature INF1

ICIS Code	Parameter	Discharge Limitations Maximum Concentrations			Monitoring Frequency	Sample Type
		30-Day Average	7-Day Average	Daily Max.		
50050 G	Flow, mgd	Report		Report	Daily	Sum *

*Sum refers to the water meters of the lots connected to the facility (individual water meters for each building recorded daily and summed and then averaged for DMR monthly reporting)

4. **Salinity Parameters**

In order to obtain an indication of the increase in salinity due to the treatment and use of water within this service area, the permittee shall monitor the raw water source and the wastewater effluent at the following required frequencies, the results to be reported on the Discharge Monitoring Report (See Part I, Section D.2.):

Self-monitoring samples taken in compliance with the monitoring requirements specified above shall be taken prior to treatment of the raw drinking water source (with a composite sample proportioned to flow prepared from individual grab samples if more than one source is being utilized), and at the established wastewater treatment facility effluent sampling point identified above in Part I, Section B.2.

B. TERMS AND CONDITIONS

1. Service Area

All wastewater flows contributed in the service area may be accepted by the Gunnison County for treatment at the permittee's wastewater treatment plant provided that such acceptance does not cause or contribute to an exceedance of the throughput or design capacity of the treatment works or the effluent limitations in Part I.A, or constitute a substantial impact to the functioning of the treatment works, degrade the quality of the receiving waters, or harm human health, or the environment.

In addition, the permittee shall enter into and maintain service agreements with any municipalities that discharge into the wastewater treatment facility. The service agreements shall contain all provisions necessary to protect the financial, physical, and operational integrity of the wastewater treatment works.

2. Design Capacity

Based on Site Approval application **4074,** with a receipt dated March 23, 1992, the design capacity of this domestic wastewater treatment works is **0.009 million gallons per day** (MGD) for hydraulic flow (30-day average) and **18.8 lbs. BOD_5 per day** for organic loading (30-day average). This organic loading is based on 250mg/l BOD_5/day.

3. Expansion Requirements

Pursuant to Colorado Law, C.R.S. 25-8-501 (5 d & e), the permittee is required to initiate engineering and financial planning for expansion of the domestic wastewater treatment works whenever throughput reaches eighty (80) percent of the treatment capacity. Such planning may be deemed unnecessary upon a showing that the area served by the domestic wastewater treatment works has a stable or declining population; but this provision shall not be construed as preventing periodic review by the Division should it be felt that growth is occurring or will occur in the area.

The permittee shall commence construction of such domestic wastewater treatment works expansion whenever throughput reaches ninety-five (95) percent of the treatment capacity or, in the case of a municipality, either commence construction or cease issuance of building permits within such municipality until such construction is commenced; except that building permits may continue to be issued for any construction which would not have the effect of increasing the input of wastewater to the sewage treatment works of the municipality involved.

Where unusual circumstances result in throughput exceeding 80% of treatment capacity, the permittee may, in lieu of initiating planning for expansion, submit a report to the Division that demonstrates that it is unlikely that the event will reoccur, or even if it were to reoccur, that 95% of the treatment capacity would not be exceeded.

Where unusual circumstances result in throughput exceeding 95% of the treatment capacity, the permittee may, in lieu of initiating construction of the expansion, submit a report to the Division that demonstrates that the domestic wastewater treatment works was in compliance at all times during the events and that it is extremely unlikely that the event will reoccur.

Where the permittee submits a report pursuant to unusual circumstances, and the Division, upon review of such report, determines in writing to the permittee that the report does not support the required findings, the permittee shall initiate planning and/or construction of the domestic wastewater treatment works as appropriate.

4. Facilities Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control including all portions of the collection system and lift stations owned by the permittee (and related appurtenances) which are installed or used by the permittee as necessary to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes effective performance, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems when installed by the permittee only when necessary to achieve compliance with the conditions of the permit.

Any sludge produced at the wastewater treatment facility shall be disposed of in accordance with State and Federal regulations. The permittee shall take all reasonable steps to minimize or prevent any discharge of sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. As

necessary, accelerated or additional monitoring to determine the nature and impact of the noncomplying discharge is required.

5. Pretreatment Program - Industrial Waste Management

a. The Permittee has the responsibility to protect the Domestic Wastewater Treatment Works (DWTW), as defined at section 25.8.103(5) of the Colorado Water Quality Control Act, or the Publicly-Owned Treatment Works (POTW), as defined at 40 CFR section 403.3(q) of the federal pretreatment regulations, from pollutants which would cause pass through or interference, as defined at 40 CFR 403.3(p) and (k), or otherwise be incompatible with operation of the treatment works including interference with the use or disposal of municipal sludge.

b. Pretreatment Standards (40 CFR Section 403.5) developed pursuant to Section 307 of the Federal Clean Water Act (the Act) require that the Permittee shall not allow, under any circumstances, the introduction of the following pollutants to the DWTW from any source of non-domestic discharge:

i. Pollutants which create a fire or explosion hazard in the DWTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than sixty (60) degrees Centigrade (140 degrees Fahrenheit) using the test methods specified in 40 CFR Section 261.21;

ii. Pollutants which will cause corrosive structural damage to the DWTW, but in no case discharges with a pH of lower than 5.0 s.u., unless the treatment facilities are specifically designed to accommodate such discharges;

iii. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the DWTW, or otherwise interfere with the operation of the DWTW;

iv. Any pollutant, including oxygen demanding pollutants (e.g., BOD), released in a discharge at a flow rate and/or pollutant concentration which will cause Interference with any treatment process at the DWTW;

v. Heat in amounts which will inhibit biological activity in the DWTW resulting in Interference, but in no case heat in such quantities that the temperature at the DWTW treatment plant exceeds forty (40) degrees Centigrade (104 degrees Fahrenheit) unless the Approval Authority, upon request of the DWTW, approves alternate temperature limits;

vi. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference or Pass Through;

vii. Pollutants which result in the presence of toxic gases, vapors, or fumes within the DWTW in a quantity that may cause acute worker health and safety problems;

viii. Any trucked or hauled pollutants, except at discharge points designated by the DWTW; and

ix. Any specific pollutant that exceeds a local limitation established by the Permittee in accordance with the requirements of 40 CFR Section 403.5(c) and (d).

x. Any other pollutant which may cause Pass Through or Interference.

c. EPA shall be the Approval Authority and the mailing address for all reporting and notifications to the Approval Authority shall be: USEPA 1595 Wynkoop St. 8ENF-W-NP, Denver, CO 80202-1129. Should the State be delegated authority to implement and enforce the Pretreatment Program in the future, the Permittee shall be notified of the delegation and the state permitting authority shall become the Approval Authority.

d. In addition to the general limitations expressed above, more specific Pretreatment Standards have been and will be promulgated for specific industrial categories under Section 307 of the Act (40 CFR Part 405 et. seq.).

e. The Permittee must notify the state permitting authority and the Approval Authority, of any new introductions by new or existing industrial users or any substantial change in pollutants from any industrial user within sixty (60) calendar days following the introduction or change. Such notice must identify:

i. Any new introduction of pollutants into the DWTW from an industrial user which would be subject to Sections 301, 306, or 307 of the Act if it were directly discharging those pollutants; or

ii. Any substantial change in the volume or character of pollutants being introduced into the DWTW by any industrial user;

iii. For the purposes of this section, adequate notice shall include information on:

(A) The identity of the industrial user;

(B) The nature and concentration of pollutants in the discharge and the average and maximum flow of the discharge to be introduced into the DWTW; and

(C) Any anticipated impact of the change on the quantity or quality of effluent to be discharged from or biosolids or sludge produced at such DWTW.

iv. For the purposes of this section, an industrial user shall include:

(A) Any discharger subject to Categorical Pretreatment Standards under Section 307 of the Act and 40 CFR chapter I and subchapter N;

(B) Any discharger which has a process wastewater flow of 25,000 gallons or more per day;

(C) Any discharger contributing five percent or more of the average dry weather hydraulic or organic capacity of the DWTW treatment plant;

(D) Any discharger who is designated by the Approval Authority as having a reasonable potential for adversely affecting the DWTWs operation or for violating any Pretreatment Standard or requirements;

f. At such time as a specific Pretreatment Standard or requirement becomes applicable to an industrial user of the Permittee, the state permitting authority and/or Approval Authority may, as appropriate:

i. Amend the Permittee's CDPS discharge permit to specify the additional pollutant(s) and corresponding effluent limitation(s) consistent with the applicable national Pretreatment Standards;

ii. Require the Permittee to specify, by ordinance, order, or other enforceable means, the type of pollutant(s) and the maximum amount which may be discharged to the Permittee's DWTW for treatment. Such requirement shall be imposed in a manner consistent with the program development requirements of the General Pretreatment Regulations at 40 CFR Part 403; and/or,

iii. Require the Permittee to monitor its discharge for any pollutant which may likely be discharged from the Permittee's DWTW, should the industrial user fail to properly pretreat its waste.

The state permitting authority and the Approval Authority retains, at all times, the right to take legal action against any source of nondomestic discharge, whether directly or indirectly controlled by the Permittee, for violations of a permit, order or similar enforceable mechanism issued by the Permittee, violations of any Pretreatment Standard or requirement, or for failure to discharge at an acceptable level under national standards issued by EPA under 40 CFR, chapter I, subchapter N. In those cases where a CDPS permit violation has occurred because of the failure of the Permittee to properly develop and enforce Pretreatment Standards and requirements as necessary to protect the DWTW, the state permitting authority and/or Approval Authority shall hold the Permittee and/or industrial user responsible and may take legal action against the Permittee as well as the Industrial user(s) contributing to the permit violation.

C. DEFINITION OF TERMS

1. "Acute Toxicity" - The acute toxicity limitation is exceeded if the LC50 is at any effluent concentration less than or equal to the IWC indicated in this permit.

2. "Antidegradation limits" – See "Two (2) - Year Rolling Average".

3. "Chronic toxicity", which includes lethality and growth or reproduction, occurs when the NOEC and IC25 are at an effluent concentration less than the IWC indicated in this permit.

4. "Composite" sample is a minimum of four (4) grab samples collected at equally spaced two (2) hour intervals and proportioned according to flow. For a SBR type treatment system, a composite sample is defined as sampling equal aliquots during the beginning, middle and end of a decant period, for two consecutive periods during a day (if possible).

5. "Continuous" measurement, is a measurement obtained from an automatic recording device which continually measures the effluent for the parameter in question, or that provides measurements at specified intervals.

6. "Daily Maximum limitation" for all parameters (except temperature, pH and dissolved oxygen) means the limitation for this parameter shall be applied as an average of all samples collected in one calendar day. For these parameters the DMR shall include the highest of the daily averages. For pH and dissolved oxygen, this means an instantaneous maximum (and/or instantaneous minimum) value. The instantaneous value is defined as the analytical result of any individual sample. For pH and dissolved oxygen, DMRs shall include the maximum (and/or minimum) of all instantaneous values within the calendar month. Any value beyond the noted daily maximum limitation for the indicated parameter shall be considered a violation of this permit. For temperature, see Daily Maximum Temperature.

7. "Daily Maximum Temperature (DM)" is defined in the Basic Standards and Methodologies for Surface Water 1002-31, as the highest two-hour average water temperature recorded during a given 24-hour period. This will be determined using a rolling 2-hour maximum temperature. If data is collected every 15 minutes, a 2 hour maximum can be determined on every data point after the initial 2 hours of collection. Note that the time periods that overlap days (Wednesday night to Thursday morning) do not matter as the reported value on the DMR is the greatest of all the 2-hour averages.

   For example data points collected at:
   08:15, 08:30, 08:45, 09:00, 09:15, 09:30, 09:45, 10:00, would be averaged for a single 2 hour average data point
   08:30, 08:45, 09:00, 09:15, 09:30, 09:45, 10:00, 10:15, would be averaged for a single 2 hour average data point
   08:45, 09:00, 09:15, 09:30, 09:45, 10:00, 10:15, 10:30, would be averaged for a single 2 hour average data point

   This would continue throughout the course of a calendar day. The highest of these 2 hour averages over a month would be reported on the DMR as the daily maximum temperature. At the end/beginning of a month, the collected data should be used for the month that contains the greatest number of minutes in the 2-hour maximum. Data from 11 pm to 12:59 am, would fall in the previous month. Data collected from 11:01 pm to 1:00 am would fall in the new month.

8. "Dissolved (D) metals fraction" is defined in the Basic Standards and Methodologies for Surface Water 1002-31, as that portion of a water and suspended sediment sample which passed through a 0.40 or 0.45 UM (micron) membrane filter. Determinations of "dissolved" constituents are made using the filtrate. This may include some very small (colloidal) suspended particles which passed through the membrane filter as well as the amount of substance present in true chemical solution.

9. "Geometric mean" for *E. coli* bacteria concentrations, the thirty (30) day and seven (7) day averages shall be determined as the geometric mean of all samples collected in a thirty (30) day period and the geometric mean of all samples taken in a seven (7) consecutive day period respectively. The geometric mean may be calculated using two different methods. For the methods shown, a, b, c, d, etc. are individual sample results, and n is the total number of samples.

   Method 1:

   Geometric Mean = $(a*b*c*d*...)^{(1/n)}$ "*" - means multiply

   Method 2:

   Geometric Mean = antilog ([log(a)+log(b)+log(c)+log(d)+...]/n)

   Graphical methods, even though they may also employ the use of logarithms, may introduce significant error and may not be used.

In calculating the geometric mean, for those individual sample results that are reported by the analytical laboratory to be "less than" a numeric value, a value of 1 should be used in the calculations. If all individual analytical results for the month are reported to be less than numeric values, then report "less than" the largest of those numeric values on the monthly DMR. Otherwise, report the calculated value.

For any individual analytical result of "too numerous to count" (TNTC), that analysis shall be considered to be invalid and another sample shall be promptly collected for analysis. If another sample cannot be collected within the same sampling period for which the invalid sample was collected (during the same month if monthly sampling is required, during the same week if weekly sampling is required, etc.), then the following procedures apply:

i. A minimum of two samples shall be collected for coliform analysis within the next sampling period.

ii. <u>If the sampling frequency is monthly or less frequent:</u> For the period with the invalid sample results, leave the spaces on the corresponding DMR for reporting coliform results empty and attach to the DMR a letter noting that a result of TNTC was obtained for that period, and explain why another sample for that period had not been collected.

<u>If the sampling frequency is more frequent than monthly:</u> Eliminate the result of TNTC from any further calculations, and use all the other results obtained within that month for reporting purposes. Attach a letter noting that a result of TNTC was obtained, and list all individual analytical results and corresponding sampling dates for that month.

10. "Grab" sample, is a single "dip and take" sample so as to be representative of the parameter being monitored.

11. "IC25" or "Inhibition Concentration" is a point estimate of the toxicant concentration that would cause a given percent reduction in a non-lethal biological measurement (e.g. growth or reproduction) calculated from a continuous model (i.e. interpolation method). IC25 is a point estimate of the toxic concentration that would cause a 25-percent reduction in a non-lethal biological measurement.

12. "In-situ" measurement is defined as a single reading, observation or measurement taken in the field at the point of discharge.

13. "Instantaneous" measurement is a single reading, observation, or measurement performed on site using existing monitoring facilities.

14. "LC50" or "Lethal Concentration" is the toxic or effluent concentration that would cause death in 50 percent of the test organisms over a specified period of time.

15. "Maximum Weekly Average Temperature (MWAT)" is defined in the Basic Standards and Methodologies for Surface Water 1002-31, as an implementation statistic that is calculated from field monitoring data. The MWAT is calculated as the largest mathematical mean of multiple, equally spaced, daily temperatures over a seven-day consecutive period, with a minimum of three data points spaced equally through the day. For lakes and reservoirs, the MWAT is assumed to be equivalent to the maximum WAT from at least three profiles distributed throughout the growing season (generally July-September).

    The MWAT is calculated by averaging all temperature data points collected during a calendar day, and then averaging the daily average temperatures for 7 consecutive days. This 7 day averaging period is a rolling average, i.e. on the 8th day, the MWAT will be the averages of the daily averages of days 2-8. The value to be reported on the DMR is the highest of all the rolling 7-day averages throughout the month. For those days that are at the end/beginning of the month, the data shall be reported for the month that contains 4 of the 7 days.

    Day 1: Average of all temperature data collected during the calendar day.
    Day 2: Average of all temperature data collected during the calendar day.
    Day 3: Average of all temperature data collected during the calendar day.
    Day 4: Average of all temperature data collected during the calendar day.
    Day 5: Average of all temperature data collected during the calendar day.
    Day 6: Average of all temperature data collected during the calendar day.
    Day 7: Average of all temperature data collected during the calendar day.
    1st MWAT Calculation as average of previous 7 days
    Day 8: Average of all temperature data collected during the calendar day.
    2nd MWAT Calculation as average of previous 7 days
    Day 9: Average of all temperature data collected during the calendar day.

3rd MWAT Calculation as average of previous 7 days

16. "NOEC" or "No-Observed-Effect-Concentration" is the highest concentration of toxicant to which organisms are exposed in a full life cycle or partial life cycle (short term) test, that causes no observable adverse effects on the test organisms (i.e. the highest concentration of toxicant in which the values for the observed responses are not statistically different from the controls). This value is used, along with other factors, to determine toxicity limits in permits.

17. "Potentially dissolved (PD) metals fraction" is defined in the Basic Standards and Methodologies for Surface Water 1002-31, as that portion of a constituent measured from the filtrate of a water and suspended sediment sample that was first treated with nitric acid to a pH of 2 or less and let stand for 8 to 96 hours prior to sample filtration using a 0.40 or 0.45-UM (micron) membrane filter. Note the "potentially dissolved" method cannot be used where nitric acid will interfere with the analytical procedure used for the constituent measured.

18. "Practical Quantitation Limit (PQL)" means the minimum concentration of an analyte (substance) that can be measured with a high degree of confidence that the analyte is present at or above that concentration. The use of PQL in this document may refer to those PQLs shown in Part I.D of this permit or the PQLs of an individual laboratory.

19. "Quarterly measurement frequency" means samples may be collected at any time during the calendar quarter if a continual discharge occurs. If the discharge is intermittent, then samples shall be collected during the period that discharge occurs.

20. "Recorder" requires the continuous operation of a chart and/or totalizer (or drinking water rotor meters or pump hour meters where previously approved.)

21. "Seven (7) day average" means, with the exception of fecal coliform or *E. coli* bacteria (see geometric mean), the arithmetic mean of all samples collected in a seven (7) consecutive day period. Such seven (7) day averages shall be calculated for all calendar weeks, which are defined as beginning on Sunday and ending on Saturday. If the calendar week overlaps two months (i.e. the Sunday is in one month and the Saturday in the following month), the seven (7) day average calculated for that calendar week shall be associated with the month that contains the Saturday. Samples may not be used for more than one (1) reporting period. **(See the "Analytical and Sampling Methods for Monitoring and Reporting Section in Part I.D.5 for guidance on calculating averages and reporting analytical results that are less than the PQL).**

22. "Thirty (30) day average" means, except for fecal coliform or *E. coli* bacteria (see geometric mean), the arithmetic mean of all samples collected during a thirty (30) consecutive-day period, which represents a calendar month. The permittee shall report the appropriate mean of all self-monitoring sample data collected during the calendar month on the Discharge Monitoring Reports. Samples shall not be used for more than one (1) reporting period. **(See the "Analytical and Sampling Methods for Monitoring and Reporting Section in Part I.D.5 for guidance on calculating averages and reporting analytical results that are less than the PQL).**

23. Toxicity Identification Evaluation (TIE) is a set of site-specific procedures used to identify the specific chemical(s) causing effluent toxicity.

24. "Total Inorganic Nitrogen (T.I.N.)" is an aggregate parameter determined based on ammonia, nitrate and nitrite concentrations. To determine T.I.N. concentrations, the facility must monitor for total ammonia and total nitrate plus nitrite (or nitrate and nitrite individually) on the same days. The calculated T.I.N. concentrations in mg/L shall then be determined as the sum of the analytical results of same-day sampling for total ammonia (as N) in mg/L, and total nitrate plus nitrite (as N) in mg/L (or nitrate as N and nitrite as N individually). From these calculated T.I.N. concentrations, the daily maximum and thirty (30) day average concentrations for T.I.N. shall be determined in the same manner as set out in the definitions for the daily maximum and thirty (30) day average. **(See the "Analytical and Sampling Methods for Monitoring and Reporting Section in Part I.D.5 for guidance on calculating averages and reporting analytical results that are less than the PQL).**

25. "Total Metals" means the concentration of metals determined on an unfiltered sample following vigorous digestion (Section 4.1.3), or the sum of the concentrations of metals in both the dissolved and suspended fractions, as described in Manual of Methods for Chemical Analysis of Water and Wastes, U.S. Environmental Protection Agency, March 1979, or its equivalent.

26. "Total Recoverable Metals" means that portion of a water and suspended sediment sample measured by the total recoverable analytical procedure described in Methods for Chemical Analysis of Water and Wastes, U.S. Environmental Protection Agency, March 1979 or its equivalent.

27. Toxicity Reduction Evaluation (TRE) is a site-specific study conducted in a step-wise process to identify the causative agents of effluent toxicity, isolate the source of toxicity, evaluate the effectiveness of toxicity control options, and then confirm the reduction in effluent toxicity after the control measures are put in place.

28. "Twenty four (24) hour composite" sample is a combination of at least eight (8) sample aliquots of at least 100 milliliters, collected at equally spaced intervals during the operating hours of a facility over a twenty-four (24) hour period. For volatile pollutants, aliquots must be combined in the laboratory immediately before analysis. The composite must be flow proportional; either the time interval between each aliquot or the volume of each aliquot must be proportional to either the wastewater or effluent flow at the time of sampling or the total wastewater or effluent flow since the collection of the previous aliquot. Aliquots may be collected manually or automatically.

29. "Twice Monthly" monitoring frequency means that two samples shall be collected each calendar month on separate weeks with at least one full week between the two sample dates. Also, there shall be at least one full week between the second sample of a month and the first sample of the following month.

30. "Two (2) -Year Rolling Average" - Antidegradation limits apply as the average of all data collected in a two (2) year (24-month) period. These limits become effective upon the effective date of the permit, but are not reportable on a DMR until two years (typically 24 months) of data have been collected. After data has been collected for 24 months, the 30-day averages for each month are then averaged together to determine the two-year rolling average (using data from month 1 to month 24, then month 2 to month 25, month 3 to month 26, etc).

    For ammonia, two-year rolling averages may be set up for individual months, or may be grouped together for several months. For individual months (every month has a different two-year rolling average limit) the two-year average is reportable after two months of data are collected.

    Example: Permit is effective Jan 2010 and there is a two-year rolling average limit specific to the month of January.

    Jan 2010 DMR – Nothing to Report
    Jan 2011 DMR – 2-Year Average of Jan 2010 and Jan 2011
    Jan 2012 DMR – 2-Year Average of Jan 2011 and Jan 2012, etc.

    Where several months have the same two-year average limit, it is reportable on the DMR after two months of data have been collected for every month in the group.

    Example: Permit is effective Jan 2010 and there is a two-year rolling average limit specific to the months of Jan, Feb, June.

    1st Reportable DMR – June 2011 - 2-Year Average Jan 2010 Feb 2010 June 2010 Jan 2011 Feb 2011 June 2011
    2nd Reportable DMR – Jan 2012 - 2-Year Average Feb 2010 June 2010 Jan 2011 Feb 2011 June 2011 Jan 2012
    3rd Reportable DMR – Feb 2012 - 2-Year Average June 2010 Jan 2011 Feb 2011 June 2011 Jan 2012 Feb 2012, etc.

    (See the "Analytical and Sampling Methods for Monitoring and Reporting Section in Part I.D.5 for guidance on calculating averages and reporting analytical results that are less than the PQL).

31. "Visual" observation is observing the discharge to check for the presence of a visible sheen or floating oil.

32. "Water Quality Control Division" or "Division" means the state Water Quality Control Division as established in 25-8-101 et al.)

    Additional relevant definitions are found in the Colorado Water Quality Control Act, CRS §§ 25-8-101 et seq., the Colorado Discharge Permit System Regulations, Regulation 61 (5 CCR 1002-61) and other applicable regulations.

D. GENERAL MONITORING, SAMPLING AND REPORTING REQUIREMENTS

1. Routine Reporting of Data

Reporting of the data gathered in compliance with Part I.A or Part I.B shall be on a **monthly** basis. Reporting of all data gathered shall comply with the requirements of Part I.D. (General Requirements). Monitoring results shall be summarized for each calendar month and reported on Division approved discharge monitoring report (DMR) forms (EPA form 3320-1).

The permittee must submit these forms either by mail, or by using the Division's Net-DMR service (when available). If mailed, one form shall be mailed to the Division, as indicated below, so that the DMR is received no later than the 28th day of the following month (for example, the DMR for the first calendar quarter must be received by the Division by April 28th). If no discharge occurs during the reporting period, "No Discharge" shall be reported.

The original signed copy of each discharge monitoring report (DMR) shall be submitted to the Division at the following address:

Colorado Department of Public Health and Environment
Water Quality Control Division
WQCD-P-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

The Discharge Monitoring Report forms shall be filled out accurately and completely in accordance with requirements of this permit and the instructions on the forms. They shall be signed by an authorized person as identified in Part I.D.8.

2. Annual Biosolids Report

The permittee shall provide the results of all biosolids monitoring and information on management practices, land application sites, site restrictions and certifications. Such information shall be provided no later than **February 19th** of each year. Reports shall be submitted addressing all such activities that occurred in the previous calendar year. If no biosolids were applied to the land during the reporting period, "no biosolids applied" shall be reported. Until further notice, biosolids monitoring results shall be reported on forms, or copies of forms, provided by the Division. Annual Biosolids Reports required herein, shall be signed and certified in accordance with the Signatory Requirements, Part I.D.1, and submitted as follows:

The original copy of each form shall be submitted to the following address:

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT,
WATER QUALITY CONTROL DIVISION
WQCD-PERMITS-B2
4300 CHERRY CREEK DRIVE SOUTH
DENVER, COLORADO 80246-1530

A copy of each form shall be submitted to the following address:

WATER PROGRAM REGIONAL BIOSOLIDS PROGRAM
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION VIII,
1595 WYNKOOP STREET
DENVER, CO 80202-2466

ATTENTION: BIOSOLIDS PROGRAM MANAGER

3. Representative Sampling

Samples and measurements taken for the respective identified monitoring points as required herein shall be representative of the volume and nature of: 1) all influent wastes received at the facility, including septage, biosolids, etc.; 2) the monitored effluent discharged from the facility; and 3) biosolids produced at the facility. All samples shall be taken at the monitoring

points specified in this permit and, unless otherwise specified, before the influent, effluent, or biosolids wastestream joins or is diluted by any other wastestream, body of water, or substance. Monitoring points shall not be changed without notification to and prior approval by the Division.

4. **Influent and Effluent Sampling Points**

Influent and effluent sampling points shall be so designed or modified so that: 1) a sample of the influent can be obtained after preliminary treatment and prior to primary or biological treatment and 2) a sample of the effluent can be obtained at a point after the final treatment process and prior to discharge to state waters. The permittee shall provide access to the Division to sample at these points.

5. **Analytical and Sampling Methods for Monitoring and Reporting**

The permittee shall install, calibrate, use and maintain monitoring methods and equipment, including biological and indicated pollutant monitoring methods. All sampling shall be performed by the permittee according to specified methods in 40 C.F.R. Part 136; methods approved by EPA pursuant to 40 C.F.R. Part 136; or methods approved by the Division, in the absence of a method specified in or approved pursuant to 40 C.F.R. Part 136.

Numeric Limits

If the permit contains a numeric effluent limit for a parameter, the analytical method and PQL selected for all monitoring conducted in accordance with this permit for that parameter shall be the one that can measure at or below the numeric effluent limit. If all specified analytical methods and corresponding PQLs are greater than the numeric effluent limit, then the analytical method with the lowest PQL shall be used.

When the analytical method which complies with the above requirements has a PQL greater than the permit limit, and the permittee's analytical result is less than the PQL (the PQL achieved by the lab), the permittee shall report "BDL" on the DMR. Such reports will not be considered as violations of the permit limit, as long as the PQL obtained is lower or equal to the PQL in the table below.

When the analytical method which complies with the above requirements has a PQL that is equal to or less than the permit limitation, and the permittee's analytical result is less than the PQL, "< X" (where X = the actual PQL achieved by the laboratory) shall be reported on the DMR. For parameters that have a report only limitation, and the permittee's analytical result is less than the PQL, "< X" (where X = the actual PQL achieved by the laboratory) shall be reported on the DMR.

Report Only Limits

If the permit contains a report only requirement for a parameter, the analytical method and PQL chosen shall be one that can measure at or below the potential numeric effluent limit(s) (maximum allowable pollutant concentration as shown in the WQA or fact sheet). If all analytical methods and corresponding PQLs are greater than the potential numeric effluent limit(s), then the analytical method with the lowest PQL shall be used.

When the analytical method which complies with the above requirements has a PQL that is equal to or less than the permit limitation, and the permittee's analytical result is less than the PQL, "< X" (where X = the actual PQL achieved by the laboratory) shall be reported on the DMR. For parameters that have a report only limitation, and the permittee's analytical result is less than the PQL, "< X" (where X = the actual PQL achieved by the laboratory) shall be reported on the DMR.

Interim Report Only Followed By a Numeric Limit

If the permit contains an interim effluent limitation (a limit is report until such time as a numeric effluent limit becomes effective) for a parameter, the analytical method and PQL chosen for all monitoring conducted in accordance with this permit for the parameter shall be one that can measure to the final numeric effluent limit. If all analytical methods and corresponding PQLs are greater than the final numeric effluent limit (s), then the analytical method with the lowest PQL shall be used.

While the report only limit is effective, the reporting requirements shall follow those under the Report Only Limits

section. Once the numeric limit is effective, the reporting requirements shall follow the numeric limits reporting requirements.

T.I.N.

For parameters such as TIN, the analytical methods chosen shall be those that can measure to the potential or final numeric effluent limit, based on the sum of the PQLs for nitrate, nitrite and ammonia.

Calculating Averages

In the calculation of average concentrations (i.e. daily average, 7- day average, 30-day average, 2-year rolling average) any individual analytical result that is less than the PQL shall be considered to be zero for the calculation purposes. When reporting:

If all individual analytical results are less than the PQL, the permittee shall report either "BDL" or "<X" (where X = the actual PQL achieved by the laboratory), following the guidance above.

If one or more individual results is greater than the PQL, an average shall be calculated and reported. Note that it does not matter if the final calculated average is greater or less than the PQL, **it must be reported as a value**.

Note that when calculating T.I.N. for a single sampling event, any value less than the PQL (for total ammonia, total nitrite, or total nitrate) shall be treated as zero. The T.I.N. concentration for a single sampling event shall then be determined as the sum of the analytical results (zeros if applicable) of same day sampling for total ammonia and total nitrite and total nitrate. From these calculated T.I.N. concentrations, the daily maximum and thirty day average concentrations shall be calculated and must be reported as a value.

PQLs

The present lowest PQLs for specific parameters, as determined by the State Laboratory (November 2008) are provided below. If the analytical method cannot achieve a PQL that is less than or equal to the permit limit, then the method, or a more precise method, must achieve a PQL that is less than or equal to the PQL in the table below. A listing of the PQLs for organic parameters that must meet the above requirement can be found in the Division's Practical Quantitation Limitation Guidance Document, July 2008. This document is available on the Division's website at www.coloradowaterpermits.com.

These limits apply to the total recoverable or the potentially dissolved fraction of metals.

For hexavalent chromium, samples must be unacidified so dissolved concentrations will be measured rather than potentially dissolved concentrations.

Parameter	Practical Quantitation Limits,	Parameter	Practical Quantitation Limits, µg/l
Aluminum	50 µg/l	Mercury	0.1 µg/l
Ammonia	1 mg/l	Mercury (low-level)	0.003 µg/l
Arsenic	1 µg/l	Nickel	50 µg/l
Barium	5 µg/l	N-Ammonia	50 µg/l
Beryllium	1 µg/l	N Nitrate/Nitrite	0.5 mg/l
BOD / CBOD	1 mg/l	N-Nitrate	50 µg/l
Boron	50 µg/l	N-Nitrite	10 µg/l
Cadmium	1 µg/l	Total Nitrogen	0.5 mg/l
Calcium	20 µg/l	Phenols	100 µg/l
Chloride	2 mg/l	Phosphorus	10 µg/l
Chlorine	0.1 mg/l	Radium 226	1 pCi/l
Total Residual Chlorine		Radium 228	1 pCi/l
DPD colorimetric	0.10 mg/l	Selenium	1 µg/l
Amperometric titration	0.05 mg/l	Silver	0.5 µg/l
Chromium	20 µg/l	Sodium	0.2 mg/l
Chromium, Hexavalent	20 µg/l	Sulfate	5 mg/l
Copper	5 µg/l	Sulfide	0.2 mg/l
Cyanide (Direct / Distilled)	10 µg/l	Total Dissolved Solids	10 mg/l
Cyanide, WAD+A47	10 µg/l	Total Suspended Solids	10 mg/l
Fluoride	0.1 mg/l	Thallium	1 µg/l
Iron	10 µg/l	Uranium	1 µg/l
Lead	1 µg/l	Zinc	10 µg/l
Magnesium	20 µg/l	Nonylphenol D7065	10 µg/l
Manganese	2 µg/l	Nonylphenol D7485	0.33 µg/l

6. Records

a. The permittee shall establish and maintain records. Those records shall include, but not be limited to, the following:

i. The date, type, exact place, and time of sampling or measurements;
ii. The individual(s) who performed the sampling or measurements;
iii. The date(s) the analyses were performed;
iv. The individual(s) who performed the analyses;
v. The analytical techniques or methods used; and
vi. The results of such analyses.
vii. Any other observations which may result in an impact on the quality or quantity of the discharge as indicated in 40 CFR 122.44 (i)(1)(iii).

b. The permittee shall retain for a minimum of three (3) years records of all monitoring information, including all original strip chart recordings for continuous monitoring instrumentation, all calibration and maintenance records, copies of all reports required by this permit and records of all data used to complete the application for this permit. This period of retention shall be extended during the course of any unresolved litigation regarding the discharge of pollutants by the permittee or when requested by the Division or Regional Administrator.

7. Flow Measuring Devices

Unless exempted in Part I.A of this permit, flow metering at the headworks shall be provided to give representative values of throughput and treatment of the wastewater system. The metering device shall be equipped with a local flow indication instrument and a flow indication-recording-totalization device suitable for providing permanent flow records, which should be in the plant control building.

For mechanical facilities, where influent flow metering is not practical and the same results may be obtained from metering at the effluent end of the treatment facility, this type of flow metering arrangement will be considered, and if approved, noted in

Part I.A of this permit. For lagoons, an instantaneous or continuous effluent flow measuring device shall be required in addition to the above described influent flow measuring device.

At the request of the Division, the permittee must be able to show proof of the accuracy of any flow-measuring device used in obtaining data submitted in the monitoring report. The flow-measuring device must indicate values within ten (10) percent of the actual flow being measured.

8. Signatory Requirements

a. All reports and other information required by the Division, shall be signed and certified for accuracy by the permittee in accord with the following criteria:

i) In the case of corporations, by a responsible corporate officer. For purposes of this section, the responsible corporate officer is responsible for the overall operation of the facility from which the discharge described in the form originates;

ii) In the case of a partnership, by a general partner;

iii) In the case of a sole proprietorship, by the proprietor;

iv) In the case of a municipal, state, or other public facility, by either a principal executive officer, or ranking elected official. For purposes of this section, a principal executive officer has responsibility for the overall operation of the facility from which the discharge originates;

v) By a duly authorized representative of a person described above, only if:

1) The authorization is made in writing by a person described in i, ii, iii, or iv above;

2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and,

3) The written authorization is submitted to the Division.

b. If an authorization as described in this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of this section must be submitted to the Division prior to or together with any reports, information, or applications to be signed by an authorized representative.

The permittee, or the duly authorized representative shall make and sign the following certification on all such documents:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

PART II

A. NOTIFICATION REQUIREMENTS

1. Notification to Parties

All notification requirements under this section shall be directed as follows:

a. Oral Notifications, during normal business hours shall be to:

Water Quality Protection Section - Domestic Compliance Program
Water Quality Control Division
Telephone: (303) 692-3500

b. Written notification shall be to:

Water Quality Protection Section - Domestic Compliance Program
Water Quality Control Division
Colorado Department of Public Health and Environment
WQCD-WQP-B2
4300 Cherry Creek Drive South
Denver, CO 80246-1530

2. Change in Discharge

The permittee shall give advance notice to the Division, in writing, of any planned physical alterations or additions to the permitted facility. Notice is required only when:

a. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged, or;

b. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported pursuant to an approved land application plan.

Whenever notification of any planned physical alterations or additions to the permitted facility is required pursuant to this section, the permittee shall furnish the Division such plans and specifications which the Division deems reasonably necessary to evaluate the effect on the discharge, the stream, or ground water. If the Division finds that such new or altered discharge might be inconsistent with the conditions of the permit, the Division shall require a new or revised permit application and shall follow the procedures specified in Sections 61.5 through 61.6, and 61.15 of the Colorado Discharge Permit System Regulations.

3. Noncompliance Notification

The permittee shall give advance notice to the Division, in writing, of any planned changes in the permitted facility or activity that may result in noncompliance with permit requirements.

a. If, for any reason, the permittee does not comply with or will be unable to comply with any discharge limitations or standards specified in this permit, the permittee shall, at a minimum, provide the Division and EPA with the following information:

i) A description of the noncompliance and its cause;

ii) The period of noncompliance, including exact dates and times and/or the anticipated time when the discharge will return to compliance; and

iii) Steps being taken to reduce, eliminate, and prevent recurrence of the noncomplying discharge.

b. The permittee shall report the following circumstances **orally within twenty-four (24) hours** from the time the permittee becomes aware of the circumstances, and shall mail to the Division a written report containing the information requested in Part II.A.4 (a) **within five (5) working days** after becoming aware of the following circumstances:

i) Circumstances leading to any noncompliance which may endanger health or the environment regardless of the cause of the incident;

ii) Circumstances leading to any unanticipated bypass which exceeds any effluent limitations in the permit;

iii) Circumstances leading to any upset which causes an exceedance of any effluent limitation in the permit;

iv) Daily maximum violations for any of the pollutants limited by Part I.A of this permit as specified in Part III of this permit. This includes any toxic pollutant or hazardous substance or any pollutant specifically identified as the method to control any toxic pollutant or hazardous substance.

c. Unless otherwise indicated in this permit, the permittee shall report instances of non-compliance which are not required to be reported within 24-hours at the time Discharge Monitoring Reports are submitted. The reports shall contain the information listed in sub-paragraph (a) of this section.

4. Transfer of Ownership or Control

The permittee shall notify the Division, in writing, thirty (30) calendar days in advance of a proposed transfer of the permit.

a. Except as provided in paragraph b. of this section, a permit may be transferred by a permittee only if the permit has been modified or revoked and reissued as provided in Section 61.8(8) of the Colorado Discharge Permit System Regulations, to identify the new permittee and to incorporate such other requirements as may be necessary under the Federal Act.

b. A permit may be automatically transferred to a new permittee if:

i) The current permittee notifies the Division in writing 30 calendar days in advance of the proposed transfer date; and

ii) The notice includes a written agreement between the existing and new permittee(s) containing a specific date for transfer of permit responsibility, coverage and liability between them; and

iii) The Division does not notify the existing permittee and the proposed new permittee of its intent to modify, or revoke and reissue the permit.

iv) Fee requirements of the Colorado Discharge Permit System Regulations, Section 61.15, have been met.

5. Other Notification Requirements

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule in the permit, shall be submitted on the date listed in the compliance schedule section. The fourteen (14) calendar day provision in Regulation 61.8(4)(n)(i) has been incorporated into the due date.

The permittee's notification of all anticipated noncompliance does not stay any permit condition.

All existing manufacturing, commercial, mining, and silvicultural dischargers must notify the Division as soon as they know or have reason to believe:

a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":

i) One hundred micrograms per liter (100 µg/l);

ii) Two hundred micrograms per liter (200 µg/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/l) for 2.4-dinitrophenol and 2-methyl-4.6-dinitrophenol; and one milligram per liter (1.0 mg/l) for antimony;

iii) Five (5) times the maximum concentration value reported for that pollutant in the permit application in accordance with Section 61.4(2)(g).

iv) The level established by the Division in accordance with 40 C.F.R. § 122.44(f).

b. That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":

i) Five hundred micrograms per liter (500 µg/l);

ii) One milligram per liter (1 mg/l) for antimony; and

iii) Ten (10) times the maximum concentration value reported for that pollutant in the permit application.

iv) The level established by the Division in accordance with 40 C.F.R. § 122.44(f).

6. Bypass Notification

If the permittee knows in advance of the need for a bypass, a notice shall be submitted, at least ten (10) calendar days before the date of the bypass, to the Division. The bypass shall be subject to Division approval and limitations imposed by the Division. Violations of requirements imposed by the Division will constitute a violation of this permit.

7. Bypass

a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.

b. Bypasses are prohibited and the Division may take enforcement action against the permittee for bypass, unless:

i) The bypass is unavoidable to prevent loss of life, personal injury, or severe property damage;

ii) There were no feasible alternatives to bypass such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

iii) Proper notices were submitted in compliance with Part II.A.5.

c. "Severe property damage" as used in this Subsection means substantial physical damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

d. The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance or to assure optimal operation. These bypasses are not subject to the provisions of paragraph (a) above.

e. The Division may approve an anticipated bypass, after considering adverse effects, if the Division determines that the bypass will meet the conditions specified in paragraph (a) above.

8. Upsets

a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

b. Effect of an Upset

An upset constitutes an affirmative defense to an action brought for noncompliance with permit effluent limitations if the requirements of paragraph (b) of this section are met. No determination made during administrative review of claims

that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

c. Conditions Necessary for a Demonstration of Upset

A permittee who wishes to establish the affirmative defense of upset shall demonstrate through properly signed contemporaneous operating logs, or other relevant evidence that:

i) An upset occurred and that the permittee can identify the specific cause(s) of the upset; and

ii) The permitted facility was at the time being properly operated and maintained; and

iii) The permittee submitted proper notice of the upset as required in Part II.A.4. of this permit (24-hour notice); and
iv) The permittee complied with any remedial measure necessary to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reason able likelihood of adversely affecting human health or the environment.

In addition to the demonstration required above, a permittee who wishes to establish the affirmative defense of upset for a violation of effluent limitations based upon water quality standards shall also demonstrate through monitoring, modeling or other methods that the relevant standards were achieved in the receiving water.

d. Burden of Proof

In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

9. Submission of Incorrect or Incomplete Information

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Division, the permittee shall promptly submit such facts or information.

B. RESPONSIBILITIES

1. Reduction, Loss, or Failure of Treatment Facility

The permittee has the duty to halt or reduce any activity if necessary to maintain compliance with the effluent limitations of the permit. Upon reduction, loss, or failure of the treatment facility, the permittee shall, to the extent necessary to maintain compliance with its permit, control production, control sources of wastewater, or all discharges, until the facility is restored or an alternative method of treatment is provided. This provision also applies to power failures, unless an alternative power source sufficient to operate the wastewater control facilities is provided.

It shall not be a defense for a permittee in an enforcement action that it would be necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

2. Inspections and Right to Entry

The permittee shall allow the Division and/or the authorized representative, upon the presentation of credentials:

a. To enter upon the permittee's premises where a regulated facility or activity is located or in which any records are required to be kept under the terms and conditions of this permit;

b. At reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit and to inspect any monitoring equipment or monitoring method required in the permit; and

c. To enter upon the permittee's premises in a reasonable manner and at a reasonable time to inspect and/or investigate, any actual, suspected, or potential source of water pollution, or to ascertain compliance or non compliance with the Colorado Water Quality Control Act or any other applicable state or federal statute or regulation or any order promulgated by the Division. The investigation may include, but is not limited to, the following: sampling of any discharge and/or process waters, the taking of photographs, interviewing of any person having knowledge related to the discharge permit or

alleged violation, access to any and all facilities or areas within the permittee's premises that may have any affect on the discharge, permit, or alleged violation. Such entry is also authorized for the purpose of inspecting and copying records required to be kept concerning any effluent source.

d. The permittee shall provide access to the Division to sample the discharge at a point after the final treatment process but prior to the discharge mixing with state waters upon presentation of proper credentials.

In the making of such inspections, investigations, and determinations, the Division, insofar as practicable, may designate as its authorized representatives any qualified personnel of the Department of Agriculture. The Division may also request assistance from any other state or local agency or institution.

3. Duty to Provide Information

The permittee shall furnish to the Division, within a reasonable time, any information which the Division may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Division, upon request, copies of records required to be kept by this permit.

4. Availability of Reports

Except for data determined to be confidential under Section 308 of the Federal Clean Water Act and the Colorado Discharge Permit System Regulations 5 CCR 1002-61, Section 61.5(4), all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Division and the Environmental Protection Agency.

The name and address of the permit applicant(s) and permittee(s), permit applications, permits and effluent data shall not be considered confidential. Knowingly making false statement on any such report may result in the imposition of criminal penalties as provided for in Section 309 of the Federal Clean Water Act, and Section 25-8-610 C.R.S.

5. Modification, Suspension, Revocation, or Termination of Permits By the Division

The filing of a request by the permittee for a permit modification, revocation and reissuance, termination or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

a. A permit may be modified, suspended, or terminated in whole or in part during its term for reasons determined by the Division including, but not limited to, the following:

   i) Violation of any terms or conditions of the permit;

   ii) Obtaining a permit by misrepresentation or failing to disclose any fact which is material to the granting or denial of a permit or to the establishment of terms or conditions of the permit; or

   iii) Materially false or inaccurate statements or information in the permit application or the permit.

   iv) A determination that the permitted activity endangers human health or the classified or existing uses of state waters and can only be regulated to acceptable levels by permit modifications or termination.

b. A permit may be modified in whole or in part for the following causes, provided that such modification complies with the provisions of Section 61.10 of the Colorado Discharge Permit System Regulations:

   i) There are material and substantial alterations or additions to the permitted facility or activity which occurred after permit issuance which justify the application of permit conditions that are different or absent in the existing permit.

   ii) The Division has received new information which was not available at the time of permit issuance (other than revised regulations, guidance, or test methods) and which would have justified the application of different permit conditions at the time of issuance. For permits issued to new sources or new dischargers, this cause includes information derived from effluent testing required under Section 61.4(7)(e) of the Colorado Discharge Permit System Regulations. This provision allows a modification of the permit to include conditions that are less stringent than the existing permit only to the extent allowed under Section 61.10 of the Colorado Discharge Permit System Regulations.

iii) The standards or regulations on which the permit was based have been changed by promulgation of amended standards or regulations or by judicial decision after the permit was issued. Permits may be modified during their terms for this cause only as follows:

(A) The permit condition requested to be modified was based on a promulgated effluent limitation guideline, EPA approved water quality standard, or an effluent limitation set forth in 5 CCR 1002-62, § 62 et seq.; and

(B) EPA has revised, withdrawn, or modified that portion of the regulation or effluent limitation guideline on which the permit condition was based, or has approved a Commission action with respect to the water quality standard or effluent limitation on which the permit condition was based; and

(C) The permittee requests modification after the notice of final action by which the EPA effluent limitation guideline, water quality standard, or effluent limitation is revised, withdrawn, or modified; or

(D) For judicial decisions, a court of competent jurisdiction has remanded and stayed EPA promulgated regulations or effluent limitation guidelines, if the remand and stay concern that portion of the regulations or guidelines on which the permit condition was based and a request is filed by the permittee in accordance with this Regulation, within ninety (90) calendar days of judicial remand.

iv) The Division determines that good cause exists to modify a permit condition because of events over which the permittee has no control and for which there is no reasonable available remedy.

v) Where the Division has completed, and EPA approved, a total maximum daily load (TMDL) which includes a wasteload allocation for the discharge(s) authorized under the permit.

vi) The permittee has received a variance.

vii) When required to incorporate applicable toxic effluent limitation or standards adopted pursuant to § 307(a) of the Federal act.

viii) When required by the reopener conditions in the permit.

ix) As necessary under 40 C.F.R. 403.8(e), to include a compliance schedule for the development of a pretreatment program.

x) When the level of discharge of any pollutant which is not limited in the permit exceeds the level which can be achieved by the technology-based treatment requirements appropriate to the permittee under Section 61.8(2) of the Colorado Discharge Permit System Regulations.

xi) To establish a pollutant notification level required in Section 61.8(5) of the Colorado Discharge Permit System Regulations.

xii) To correct technical mistakes, such as errors in calculation, or mistaken interpretations of law made in determining permit conditions, to the extent allowed in Section 61.10 of the Colorado State Discharge Permit System Regulations.

xiii) When required by a permit condition to incorporate a land application plan for beneficial reuse of sewage sludge, to revise an existing land application plan, or to add a land application plan.

xiv) When another State whose waters may be affected by the discharge has not been notified.

xv) For any other cause provided in Section 61.10 of the Colorado Discharge Permit System Regulations.

c. At the request of a permittee, the Division may modify or terminate a permit and issue a new permit if the following conditions are met:

i) The Regional Administrator has been notified of the proposed modification or termination and does not object in writing within thirty (30) calendar days of receipt of notification,

ii) The Division finds that the permittee has shown reasonable grounds consistent with the Federal and State statutes and regulations for such modifications or termination;

iii) Requirements of Section 61.15 of the Colorado Discharge Permit System Regulations have been met, and

iv) Requirements of public notice have been met.

d. For permit modification, termination, or revocation and reissuance, the Division may request additional information from the permittee. In the case of a modified permit, the Division may require the submission of an updated application. In the case of revoked and reissued permit, the Division shall require the submission of a new application.

e. Permit modification (except for minor modifications), termination or revocation and reissuance actions shall be subject to the requirements of Sections 61.5(2), 61.5(3), 61.6, 61.7 and 61.15 of the Colorado Discharge Permit System Regulations. The Division shall act on a permit modification request, other than minor modification requests, within 180 calendar days of receipt thereof. Except for minor modifications, the terms of the existing permit govern and are enforceable until the newly issued permit is formally modified or revoked and reissued following public notice.

f. Upon consent by the permittee, the Division may make minor permit modifications without following the requirements of Sections 61.5(2), 61.5(3), 61.7, and 61.15 of the Colorado Discharge Permit System Regulations. Minor modifications to permits are limited to:

i) Correcting typographical errors; or

ii) Increasing the frequency of monitoring or reporting by the permittee; or

iii) Changing an interim date in a schedule of compliance, provided the new date of compliance is not more than 120 calendar days after the date specific in the existing permit and does not interfere with attainment of the final compliance date requirement; or

iv) Allowing for a transfer in ownership or operational control of a facility where the Division determines that no other change in the permit is necessary, provided that a written agreement containing a specific date for transfer of permit responsibility, coverage and liability between the current and new permittees has been submitted to the Division; or

v) Changing the construction schedule for a discharger which is a new source, but no such change shall affect a discharger's obligation to have all pollution control equipment installed and in operation prior to discharge; or

vi) Deleting a point source outfall when the discharge from that outfall is terminated and does not result in discharge of pollutants from other outfalls except in accordance with permit limits.

vii) Incorporating conditions of a POTW pretreatment program that has been approved in accordance with the procedures in 40 CFR 403.11 (or a modification thereto that has been approved in accordance with the procedures in 40 CFR 403.18) as enforceable conditions of the POTW's permits.

g. When a permit is modified, only the conditions subject to modification are reopened. If a permit is revoked and reissued, the entire permit is reopened and subject to revision and the permit is reissued for a new term.

h. The filing of a request by the permittee for a permit modification, revocation and reissuance or termination does not stay any permit condition.

i. All permit modifications and reissuances are subject to the antibacksliding provisions set forth in 61.10(e) through (g).

j. If cause does not exist under this section, the Division shall not modify or revoke and reissue the permit.

6. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under Section 311 (Oil and Hazardous Substance Liability) of the Clean Water Act.

7. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation under authority granted by Section 510 of the Clean Water Act. Nothing in this permit shall be construed to prevent or limit application of any emergency power of the division.

8. Permit Violations

Failure to comply with any terms and/or conditions of this permit shall be a violation of this permit. The discharge of any pollutant identified in this permit more frequently than or at a level in excess of that authorized shall constitute a violation of the permit. Except as provided elsewhere in this permit, nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance (40 CFR 122.41(a)(1)).

9. Severability

The provisions of this permit are severable. If any provisions or the application of any provision of this permit to any circumstances, is held invalid, the application of such provision to other circumstances and the application of the remainder of this permit shall not be affected.

10. Confidentiality

Any information relating to any secret process, method of manufacture or production, or sales or marketing data which has been declared confidential by the permittee, and which may be acquired, ascertained, or discovered, whether in any sampling investigation, emergency investigation, or otherwise, shall not be publicly disclosed by any member, officer, or employee of the Commission or the Division, but shall be kept confidential. Any person seeking to invoke the protection of this Subsection (12) shall bear the burden of proving its applicability. This section shall never be interpreted as preventing full disclosure of effluent data.

11. Fees

The permittee is required to submit payment of an annual fee as set forth in the 2005 amendments to the Water Quality Control Act. Section 25-8-502 (l) (b), and the Colorado Discharge Permit System Regulations 5 CCR l002-61, Section 61.l5 as amended. Failure to submit the required fee when due and payable is a violation of the permit and will result in enforcement action pursuant to Section 25-8-60l et. seq., C.R.S. l973 as amended.

12. Duration of Permit

The duration of a permit shall be for a fixed term and shall not exceed five (5) years. If the permittee desires to continue to discharge, a permit renewal application shall be submitted at least one hundred eighty (180) calendar days before this permit expires. Filing of a timely and complete application shall cause the expired permit to continue in force to the effective date of the new permit. The permit's duration may be extended only through administrative extensions and not through interim modifications.If the permittee anticipates there will be no discharge after the expiration date of this permit, the Division should be promptly notified so that it can terminate the permit in accordance with Part II.B.4.

13. Section 307 Toxics

If a toxic effluent standard or prohibition, including any applicable schedule of compliance specified, is established by regulation pursuant to Section 307 of the Federal Act for a toxic pollutant which is present in the permittee's discharge and such standard or prohibition is more stringent than any limitation upon such pollutant in the discharge permit, the Division shall institute proceedings to modify or revoke and reissue the permit to conform to the toxic effluent standard or prohibition.

14. Effect of Permit Issuance

a. The issuance of a permit does not convey any property or water rights in either real or personal property, or stream flows or any exclusive privilege.

b. The issuance of a permit does not authorize any injury to person or property or any invasion of personal rights, nor does it authorize the infringement of federal, state, or local laws or regulations.

c. Except for any toxic effluent standard or prohibition imposed under Section 307 of the Federal act or any standard for sewage sludge use or disposal under Section 405(d) of the Federal act, compliance with a permit during its term constitutes compliance, for purposes of enforcement, with Sections 301, 302, 306, 318, 403, and 405(a) and (b) of the Federal act. However, a permit may be modified, revoked and reissued, or terminated during its term for cause as set forth in Section 61.8(8) of the Colorado Discharge Permit System Regulations.

d. Compliance with a permit condition which implements a particular standard for biosolid use or disposal shall be an affirmative defense in any enforcement action brought for a violation of that standard for biosolid use or disposal.

PART III

CATEGORICAL INDUSTRIES

Aluminum Forming
Asbestos Manufacturing
Battery Manufacturing
Builders' Paper and Board Mills
Canned & Preserved Fruits and Vegetables Processing
Canned & Preserved Seafood Processing
Carbon Black Manufacturing
Cement Manufacturing
Coal Mining
Coil Coating
Copper Forming
Dairy Products Processing
Electrical and Electronic Components
Electroplating
Explosives Manufacturing
Feedlots
Ferroalloy Manufacturing
Fertilizer Manufacturing
Glass Manufacturing
Grain Mills
Gum and Wood Chemicals Manufacturing
Hospital
Ink Formulation
Inorganic Chemicals Manufacturing
Iron and Steel Manufacturing
Leather Tanning and Finishing
Meat Products
Metal Finishing
Metal Molding and Casting (Foundries)
Mineral Mining and Processing
Nonferrous Metals Manufacturing
Nonferrous Metals Forming and Metal Powders
Oil and Gas Extraction
Organic Chemicals, Plastics, and Synthetic Fibers
Ore Mining and Dressing
Paint Formulation
Paving and Roofing Materials (Tars and Asphalt)
Pesticide Chemicals
Petroleum Refining
Pharmaceutical Manufacturing
Phosphate Manufacturing
Photographic
Plastics Molding and Forming
Porcelain Enameling
Pulp, Paper, and Paperboard Manufacturing
Rubber Manufacturing
Soap and Detergent Manufacturing
Steam Electric Power Generating
Sugar Processing
Textile Mills
Timber Products Processing

PRIORITY POLLUTANTS AND HAZARDOUS SUBSTANCES

ORGANIC TOXIC POLLUTANTS IN EACH OF FOUR FRACTIONS
IN ANALYSIS BY GAS CHROMATOGRAPHY/MASS SPECTROSCOPY (GC/MS)

Volatiles	**Base/Neutral**	**Acid Compounds**	**Pesticides**
acrolein	acenaphthene	2-chlorophenol	aldrin
acrylonitrile	acenaphthylene	2,4-dichlorophenol	alpha-BHC
benzene	anthracene	2,4,-dimethylphenol	beta-BHC
bromoform	benzidine	4,6-dinitro-o-cresol	gamma-BHC
carbon tetrachloride	benzo(a)anthracene	2,4-dinitrophenol	delta-BHC
chlorobenzene	benzo(a)pyrene	2-nitrophenol	chlordane
chlorodibromomethane	3,4-benzofluoranthene	4-nitrophenol	4,4'-DDT
chloroethane	benzo(ghi)perylene	p-chloro-m-cresol	4,4'-DDE
2-chloroethylvinyl ether	benzo(k)fluoranthene	pentachlorophenol	4,4'-DDD
chloroform	bis(2-chloroethoxy)methane	phenol	dieldrin
dichlorobromomethane	bis(2-chloroethyl)ether	2,4,6-trichlorophenol	alpha-endosulfan
1,1-dichlorethane	bis(2-chloroisopropyl)ether		beta-endosulfan
1,2-dichlorethane	bis(2-ethylhexyl)phthalate		endosulfan sulfate
1,1-dichlorethylene	4-bromophenyl phenyl ether		endrin
1,2-dichlorpropane	butylbenzyl phthalate		endrin aldehyde
1,3-dichlorpropylene	2-chloronaphthalene		heptachlor
ethylbenzene	4-chlorophenyl phenyl ether		heptachlor epoxide
methyl bromide	chrysene		PCB-1242
methyl chloride	dibenzo(a,h)anthracene		PCB-1254
methylene chloride	1,2-dichlorobenzene		PCB-1221

PRIORITY POLLUTANTS AND HAZARDOUS SUBSTANCES

ORGANIC TOXIC POLLUTANTS IN EACH OF FOUR FRACTIONS
IN ANALYSIS BY GAS CHROMATOGRAPHY/MASS SPECTROSCOPY (GC/MS)

Volatiles	Base/Neutral	Acid Compounds	Pesticides
1,1,2,2-tetrachloroethane	1,3-dichlorobenzene		PCB-1232
tetrachloroethylene	1,4-dichlorobenzene		PCB-1248
toluene	3,3-dichlorobenzidine		PCB-1260
1,2-trans-dichloroethylene	diethyl phthalate		PCB-1016
1,1,1-trichloroethane	dimethyl phthalate		toxaphene
1,1,2-trichloroethane	di-n-butyl phthalate		
trichloroethylene	2,4-dinitrotoluene		
vinyl chloride	2,6-dinitrotoluene		
	di-n-octyl phthalate		
	1,2-diphenylhydrazine (as azobenzene)		
	fluorene		
	fluoranthene		
	hexachlorobenzene		
	hexachlorobutadiene		
	hexachlorcyclopentadiene		
	hexachloroethane		
	indeno(1,2,3-cd)pyrene		
	isophorone		
	naphthalene		
	nitrobenzene		
	N-nitrosodimethylamine		
	N-nitrosodi-n-propylamine		
	N-nitrosodiphenylamine		
	phenanthrene		
	pyrene		
	1,2,4-trichlorobenzene		

OTHER TOXIC POLLUTANTS (AMMONIA, METALS AND CYANIDE) AND TOTAL PHENOLS

Antimony, Total
Arsenic, Total
Beryllium, Total
Cadmium, Total
Chromium, Total
Copper, Total
Lead, Total
Mercury, Total
Nickel, Total
Selenium, Total
Silver, Total
Thallium, Total
Zinc, Total
Cyanide, Total
Phenols, Total

TOXIC POLLUTANTS AND HAZARDOUS SUBSTANCES

REQUIRED TO BE IDENTIFIED BY EXISTING DISCHARGERS
IF EXPECTED TO BE PRESENT

Toxic Pollutants

Asbestos

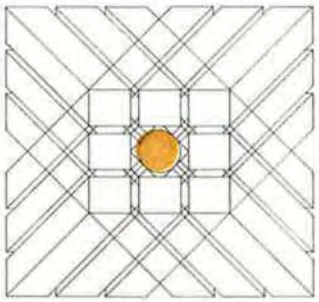
Hazardous Substances

Acetaldehyde
Allyl alcohol
Allyl chloride
Amyl acetate
Aniline
Benzonitrile
Benzyl chloride
Butyl acetate
Butylamine
Captan
Carbaryl
Carbofuran
Carbon disulfide
Chlorpyrifos
Coumaphos
Cresol
Crotonaldehyde
Cyclohexane
2,4-D(2,4-Dichlorophenoxy acetic acid)
Diazinon
Dicamba
Dichlobenil
Dichlone
2,2-Dichloropropionic acid
Dichlorvos
Diethyl amine
Dimethyl amine
Dinitrobenzene
Diquat
Disulfoton
Diuron
Epichlorohydrin
Ethanolamine
Ethion
Ethylene diamine
Ethylene dibromide
Formaldehyde
Furfural
Guthion
Isoprene
Isopropanolamine
Keithane
Kepone
Malathion
Mercaptodimethur
Methoxychlor
Methyl mercaptan
Methyl methacrylate
Methyl parathion
Mexacarbate
Monoethyl amine
Monomethyl amine
Naled
Napthenic acid
Nitrotoluene
Parathion
Phenolsulfanate
Phosgene
Propargite
Propylene oxide
Pyrethrins
Quinoline
Resorcinol
Strontium
Strychnine
Styrene
TDE (Tetrachlorodiphenylethane)
2,4,5-T (2,4,5-Trichlorophenoxy acetic acid)
2,4,5-TP [2-(2,4,5-Trichlorophenoxy) propanoic acid]
Trichlorofan
Triethylamine
Trimethylamine
Uranium
Vandium
Vinyl Acetate
Xylene
Xylenol
Zirconium

//

PRELIMINARY ENGINEERING REPORT

WASTEWATER COLLECTION AND TREATMENT SYSTEM for the SOMERSET AREA- GUNNISON COUNTY, COLORADO



merrick and company / engineers and architects / denver, colorado

merrick
and company
engineers and
architects

(address) (phone)

March 1, 1977

Board of Directors
Somerset Domestic Waterworks District
P.O. Box 736
Somerset, CO 81434

Gentlemen and Ladies:

Transmitted herewith is a final copy of the Preliminary Engineering Report for the Somerset, Colorado Wastewater Collection and Treatment System. This plan was prepared pursuant to our agreement for professional services.

We wish to thank the Gunnison County Commissioners who were instrumental in initiating the first steps necessary to bring this report into being. We also wish to thank members of the Board, community residents and employees at the Somerset Mine for their valuable assistance.

We trust that the data provided in this Preliminary Engineering Report will satisfy your requirements and provide the information necessary to successfully bring to reality the proposed wastewater collection and treatment system.

Respectfully submitted,
MERRICK AND COMPANY

Thomas K. Riggs
Project Engineer

TKR/sha

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I. INTRODUCTION

This report on preliminary investigations for the installation of a wastewater collection and treatment system was undertaken at the request of the Board of Directors, Somerset Domestic Waterworks District. The Gunnison County Commissioners were instrumental in initiating the first steps necessary for this project.

The Somerset area is an extremely congested residential area due to the close proximity of the Somerset Mine and the geographical features of the area. A present Gunnison County moratorium is in effect on installation of individual systems on lots of less than one acre in size. An average size lot in the community is less than .20 acres with many homes having individual septic systems. Some groups of homes utilize common septic systems, and contributing flows from the Somerset Mine are dispersed in a leach field located within the community. Underground disposal of wastes in an extremely congested residential area points to a high probability of potential health problems. These potential health problems are recognized and solutions are considered imperative.

The main objective of this report is to provide the Board of Directors with a sound, feasible and economic course of action to take in bringing a proposed system into reality. The study investigates several alternatives and the financing and implementation of a recommended plan.

II. SUMMARY, CONCLUSIONS AND RECOMMENDATIONS

A. SUMMARY

At the present time, there is no wastewater treatment system in the Somerset area. Wastes are handled on an individual or collective basis using underground disposal systems.

The Somerset area is an extremely congested residential area, both from the close proximity of the Somerset mine and the surrounding natural geographical features. Lot sizes, within the community, average less than 0.20 acres. Individual and collective underground disposal systems discharge within the environs of community and, essentially, saturate the underground aquifer. Underground disposal of wastes in an extremely congested residential area points to a high probability of potential health problems.

The Gunnison County Health Department has in effect a moratorium for installation of individual disposal systems on lots of less than one acre in size. Most existing septic systems were installed prior to the time sufficient regulations were available to control the type of individual system as related to lot size. As such, most would be in violation of existing health codes. There is a definite and immediate need to determine a solution for wastewater disposal in the area.

The residents of the Somerset area are keenly aware of a high probability of pollution and potential health problems that would result. They feel there is an urgent need to resolve the problem and strongly support such endeavors.

B. CONCLUSIONS

Preliminary investigations have revealed that construction of the recommended wastewater collection and treatment system for the Somerset area is feasible from an engineering and fiscal standpoint. The total cost for the recommended system is estimated to be $181,575, exclusive of operation and maintenance costs, financing and reserve contingencies.

Studies of population and topography show a limited growth potential due to the terrain and close proximity of the Somerset Mine, Highway 133, and the North Fork of the Gunnison River. The population is served by an extremely congested but viable community with a high probability for potential health problems. Recent impetus into the possible relocation or widening of the highway exists due to the mining of energy sources in the area. A portion of Highway 133 is located on right-of-way property of the Denver and Rio Grande Railroad, as are several homes in the community.

Investigations into possible treatment methods have disclosed that the aerated facultative treatment process is the most cost-effective process for the area. The most practical and feasible plant site location was determined to be approximately one-half mile west of Town on property owned by Catherine Ross.

Investigations into treatment plant size concluded that the plant should have a capacity of 20,000 gallons per day. This will take care of projected needs until the year 1997. Due to growth rate and low potential for residential

development in the area, it was more cost effective at this point to go ahead and design for an increased capacity capability. A more conservative pond capacity would have resulted in an insignificant decrease in overall cost.

Investigations into which areas should be served were assessed from a feasible and topographic standpoint. The results were clearly delineated by the topography.

Formation of a joint board by the County Commissioners to operate under the County-wide Sanitation District already formed is recommended. This will allow for administration of the plan recommended in this report.

A marketability and financial feasibility study should be conducted by an investment banker to determine if bonds can be utilized as a source of funds for the district. Grant money from the Division of Local Government appears possible. Grant money through either the Farmers' Home Administration or the Four Corners Regional Commission would be available only if bonds could not be used as a source of funds. The Farmers' Home Administration may have available forty-year low interest loans, in the event it is necessary.

The proposed construction of the Somerset Wastewater Collection and Treatment System proposes no insurmountable environmental problems. The most significant and lasting impact will be that of aesthetics due to the treatment plant site.

C. RECOMMENDATIONS

The recommended plan includes the most economical and practical areas of service, the best possible wastewater collection system to serve the area, and utilization of the aerated facultative treatment process which best fits the requirements of the Somerset community. It is a system that has the lowest capital cost, ease of maintenance and operation, and will be aesthetically and environmentally compatible to the region.

It appears sufficient funding to finance the project will be available through grants and income from other sources. Active acquisition of these funds can be initiated as soon as highway plans are known.

The most immediate and foremost action for the Board of Directors to consider, once this engineering report has been approved, is determining what action or impact may result from highway expansion studies. A dual capability is provided for in the plan implementation section of this report for whatever contingency develops as a result of the study. This will allow the Board a course of action to follow in any event.

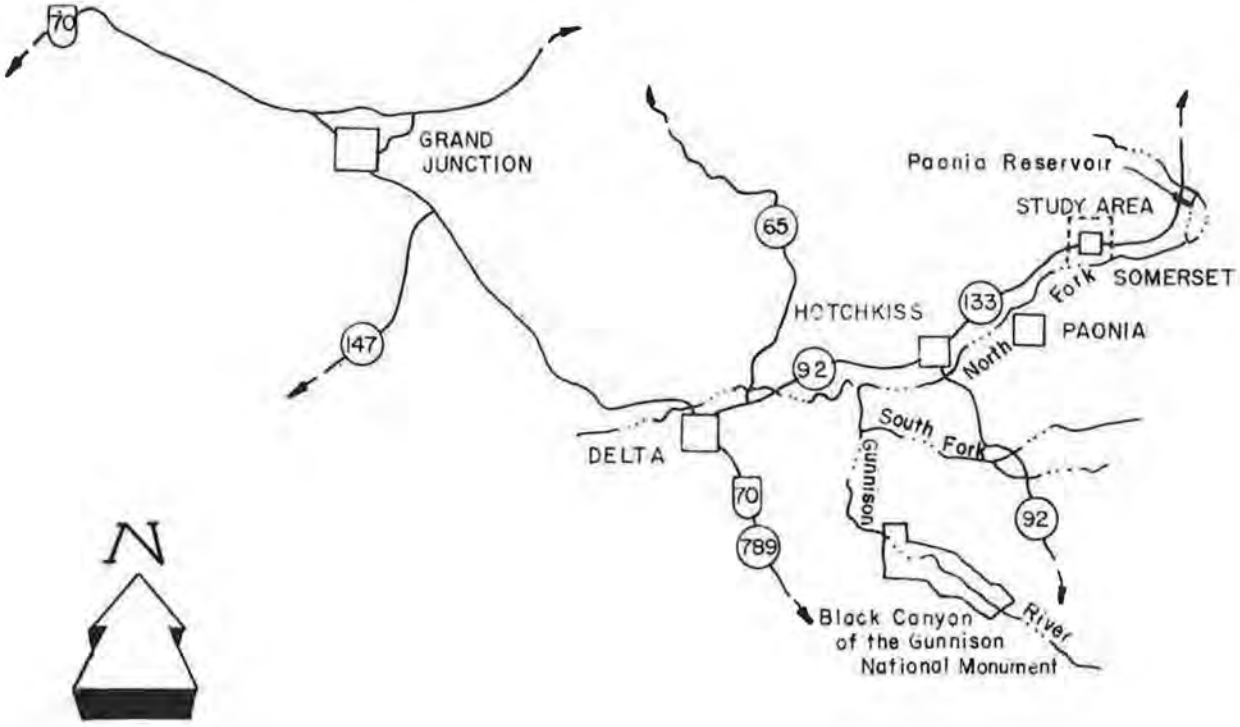
A delay in starting time for this project will not affect the basic design concepts delineated in this report. The major change would be brought about through increased construction costs due to inflation.

III. GENERAL BACKGROUND

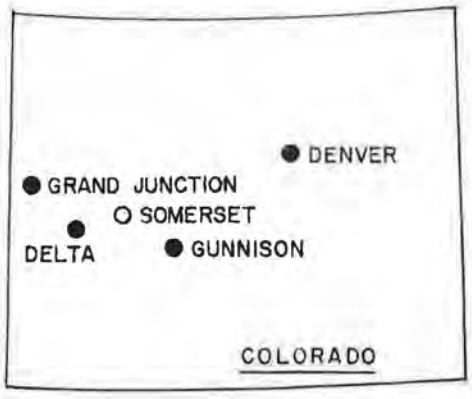
A. STUDY AREA

The study area is located in the central mountains of Colorado at the extreme north end of the North Fork Valley at a mean elevation of 6,040 feet. It is located 37 miles northeast of Delta and 325 miles southwest of Denver. It is adjacent to the North Fork of the Gunnison River. The River, Colorado Highway 133, and the Denver and Rio Grande Railroad effectively cut through the area from east to west. The location is depicted by Figure III-1.

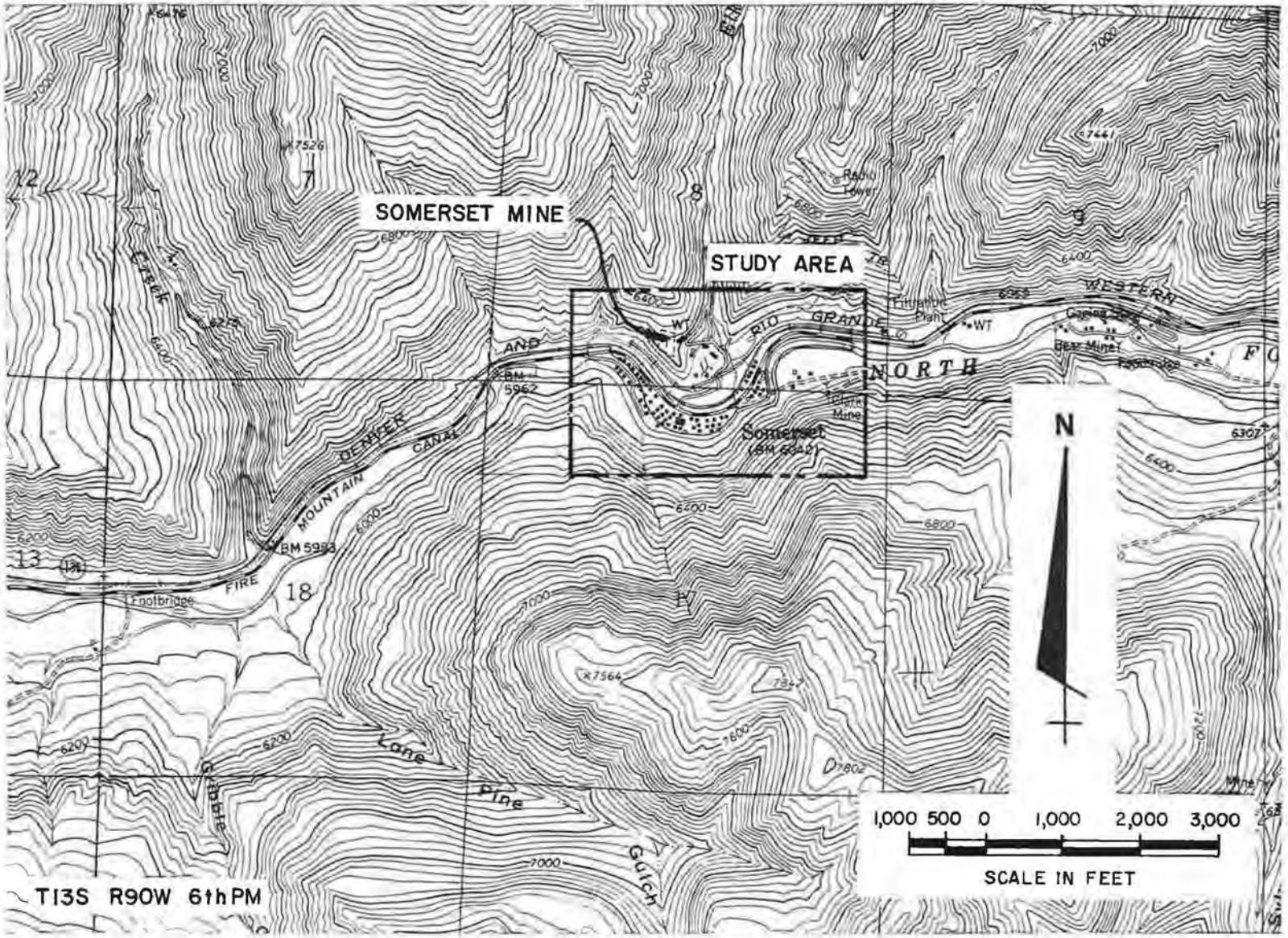
The region of study and the general topography of the surrounding area are depicted by Figure III-2.







LOCATION OF STUDY AREA
FIGURE III-1



STUDY AREA BOUNDRY AND TOPOGRAPHY
FIGURE III-2

Prepared by
MERRICK & COMPANY
Job no. 054-0786

B. ECONOMIC CONDITIONS

1. Gunnison County

Gunnison County is the sixth largest county in Colorado with an area of 3,242 square miles. Elevations range from 6,000 to over 14,000 feet above sea level, creating a wide diversity of climatic conditions, terrain, vegetation, and animal life. The northern and western sections of the county, while sparsely populated, represent an area rich in minerals and fossil fuels. These aspects lend themselves to great potential in terms of recreational opportunities, commercial and educational development, further utilization of the county's traditional ranching and agricultural base, as well as development of energy resources.

The issuance of residential building permits has not followed any particular trend. The following information on the number of permits and their valuation is based on county issuance of permits, excluding areas that have their own permit system. It should be noted that the 1974 data reflects some of the phenomenal growth experienced at the Crested Butte Ski Area prior to its incorporation as a town. Data for 1975 reflects only county data and does not include data from the Town of Mt. Crested Butte (Ski Area).

Table 1

Gunnison County Permit Data

Year	Number of Building Permits	Valuation
1973	103	$ 587,706.00
1974	205	5,147,061.00
1975	122	860,567.00

Retail sales in the county have increased steadily almost every year. In 1973, an increase of 75% was realized over the preceding five-year period when total sales amounted to 31.3 million dollars. In 1974, sales increased to 38.6 million dollars, and in 1975 increased to 39.8 million dollars.

Nine major areas of work are seen in the county and the following list shows these areas with an approximate percentage of the work force involved in each.

Table 2

Gunnison County Work Force

Nature of Work	Percent of Work Force
Manufacturing	1.7
Mining	9.0
Agriculture	10.0
Trade (retail and wholesale)	19.3
Government	39.2
Transportation, utilities, and communications	1.9
Finance, insurance, and real estate	2.5
Service	14.2
Contract construction	2.2

For 1975, the total labor force was 3,960. Of this number, 3,740 or 94.4% were employed and 220 or 5.6% were unemployed. An additional fifty persons, not considered a part of the labor force, had income from other than work sources.

The latest year family income data was available for Gunnison County was 1973. During that year, the average family income was $9,224.00 and is summarized in Table 3. Present family income would be approaching the $12,000.00 level, it is estimated.

Table 3

Gunnison County Income Data

Annual Family Income			Percent of Families
$ 0	-	$2,999	18.4
$3,000	-	$4,999	14.0
$5,000	-	$7,999	21.9
$8,000	-	$9,999	14.8
Over $10,000			30.9

2. Somerset Area

The Town of Somerset and immediate adjacent area is a community which is dependent almost entirely upon energy development as related to the economy. Most of the heads of household are employed by the U. S. Steel Corporation, at the Somerset Mine, located just across the highway from the

Town, with a few persons employed in nearby communities. A small percentage of the population are retired from active work and are living on fixed incomes, such as Social Security benefits and pensions. The Town has a post office and one business, The Portal, a bar/gas station which is a popular gathering place for the community. Other goods and services are purchased at the nearby communities of Paonia, Hotchkiss or Delta. There is no agricultural production in the immediate area.

There are five mines in the general vicinity of Somerset. Three of these, Hawks Nest, Bear and Somerset are in the immediate environs of the Town. All have the potential for additional development and could play a major role in economic and population impacts.

Estimated average family income ranges from $15,000 annually for employed persons to approximately $4,000 for retired persons. Unemployment is insignificant in the community, with an estimated two persons falling in this category at various times.

C. CLIMATE

The study area and the Town of Somerset are located in west central Colorado on the Western Slope of the Rocky Mountains and in the extreme westernmost portion of Gunnison County. The surrounding locale is mountainous with the study area and the Town located on a narrow shelf overlooking the North Fork of the Gunnison River. The average elevation of the study site is 6,042 feet above sea level with the surrounding mountain peaks ranging in altitude from 7,400 to over 8,400 feet. Moderate temperature changes from summer to winter are experienced in the general area. Winds are generally from a westerly direction.

There is no history of severe winds, floods, or damaging rain in the Somerset area. Low temperatures are the most significant factor to be considered for climatic conditions. Low temperatures and freeze conditions are an important consideration for design and construction of wastewater collection and treatment systems.

Temperature changes observed in the North Fork area range from a monthly average of 22.5°F in January to 74.0°F in July. Average minimums range from 8.3°F to 54.5°F and average maximums range from 36.7°F to 93.5°F for the January-July comparisons. The coldest January minimum recorded was -16°F and the warmest July maximum recorded was 103°F. There is an average frost free period of from 90 to 120 days. For additional data, refer to Table 4.

TABLE 4

SUMMARY OF MONTHLY CLIMATOLOGICAL DATA FOR THE NORTH FORK AREA[1]

	Annual Average	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Avg. precipitation in in.	9.19	1.14	0.47	1.38	0.55	1.18	0.59	0.81	0.56	0.52	0.61	0.61	0.77
Greatest daily precipitation in in.	--	0.64	0.98	0.63	0.36	0.91	0.50	0.80	0.49	0.28	0.41	0.30	0.44
Max. daily temp. in °F	--	56	68	76	82	96	104	103	103	95	86	72	66
Min. daily temp. in °F	--	-16	-11	4	11	26	33	40	38	28	14	-6	0
Avg. max. temp. in °F	66.40	36.70	46.30	57.80	66.30	78.50	87.00	93.50	90.00	79.50	67.30	53.20	40.30
Avg. min. temp. in °F	32.00	8.30	17.30	28.00	31.80	39.80	47.30	54.50	50.50	41.30	28.70	20.30	15.80
Avg. mean temp. in °F	49.20	22.50	31.80	42.90	49.00	59.10	67.10	74.00	70.30	60.40	48.00	36.80	28.00

1 - This summary was interpolated and compiled from raw data provided by the Hotchkiss National Fish Hatchery, Rt. 2, Hotchkiss, Colorado, for the period from December, 1972 to December, 1976.

IV. DESIGN CONSIDERATIONS AND CRITERIA

A. WATER QUALITY OF TRIBUTARIES

1. Water Quality Standards

The Colorado State Legislature recently adopted water quality standards that became effective June 19, 1974, as set forth in Section 66-28-202(b) and Section 66-28-204, CRS 1963, as amended. The standards are the foundation for the classification of State waters in order to maintain and enhance water quality. They are intended to be consistent with the goals and policies of the Water Pollution Control Act amendments of 1972. The basic standards applicable to the discharge of municipal, industrial, or other discharges into State waters can be summarized as follows:

a. All wastes capable of treatment or control shall receive, prior to discharge into any waters, treatment necessary to comply with the standards.

b. The waters shall be free from substances, attributable to wastes, that will settle to form objectionable sludge deposits.

c. The waters shall be free from floating debris, scum and other floating material, attributable to waste.

d. The waters shall be free from materials, attributable to wastes, which produce objectionable odor, color, or other conditions, such as to create a nuisance or impart undesirable taste to fish flesh.

e. The waters shall be free from substances in concentration or combinations which are harmful or toxic to human, animal, plant or aquatic life.

f. The waters shall be free from substances and conditions, attributable to waste discharges, which produce undesirable aquatic life.

g. The waters shall be free from residues attributable to wastewater oils and grease in concentrations which cause a film, discoloration of the surface, or cause emulsion to be deposited beneath the surface.

h. Radioactive materials will be of minimum concentrations that are physically and economically feasible to achieve but shall not exceed drinking water standards.

The Gunnison River and its tributaries (including the North Fork) are classified B(1) from their sources to the confluence of the Gunnison and North Fork of the Gunnison Rivers near Delta, an area which would encompass discharge from the Somerset area treatment plant. A classification of B(1) implies that the waters are suitable or will become suitable for all purposes for which raw water is customarily used, except for primary contact recreation such as swimming and water skiing. The regulations set forth that water in this category is to exhibit the following characteristics:

a. The number of organisms of the fecal coliform group shall not exceed a geometric mean of 10,000 total coliform groups or 1,000 fecal coliform groups per 100 milliliters.

b. The dissolved oxygen shall not be less than 6 milligrams per liter.

c. The pH shall be maintained between 6.0 and 9.0.

d. Waste discharges shall not cause the turbidity of the water to be increased by more than 10 Jackson units.

e. Temperature shall not exceed 68 degrees by any means other than natural, and the maximum allowable temperature increase due to waste discharge shall be 2 degrees Farenheit.

2. North Fork of the Gunnison River

Personnel of the Water Quality Control Division of the Colorado Department of Health are currently in the process of preparing a Water Quality Survey for the North Fork of the Gunnison River. Due to this state of preparation, data and analyses from the survey were not available for inclusion into the design criteria of this report.

Several mining operations exist along the North Fork. Point discharges that may exist from these operations are under control of the Colorado Department of Health as to the quality of water discharged. Several non-point waste discharges which may degrade the quality of the North Fork are as follows:

a. Irrigation return flows generally starting near the Paonia area.

b. Subsurface sewage disposal systems throughout the valley but particularly those concentrated in areas of higher population density, such as Somerset.

c. Run-off from old mine dumps, mine shafts, or mill sites.

B. REQUIREMENTS OF THE COLORADO DEPARTMENT OF HEALTH

1. Wastewater Collection Systems

The Colorado Department of Health has set forth certain standards for designing sanitary sewer systems. A basic summary of requirements are as follows:

a. Wastewater systems should be designed to serve the ultimate tributary population.

b. New wastewater systems shall be designed on the basis of an average daily per capita flow of 100 gallons per day.

c. Public sewers shall be at least 8 inches in diameter.

d. Sewers shall be deep enough to drain basements and to prevent freezing.

e. The minimum slope shall be 0.4%.

f. Manholes shall be installed at the end of each line, at changes in grade, size and alignment and at distances of not more than 400 feet.

g. Sewers must be kept remote from water supply wells or other water sources.

h. Sewers shall be located a minimum of 10 feet from water lines.

2. Wastewater Treatment

The Colorado Department of Health has set forth certain standards regarding the quality of effluents that can be discharged in streams from existing or proposed wastewater treatment facilities. As such, a system design or method of treatment must take into consideration these standards. The most recent standards became effective August 20, 1975, and will remain

in effect until revised or amended. These standards are presented at Table 5.

These effluent discharge standards pertain to all wastewater discharges, except storm runoff waters and agricultural return flows. A permit must be obtained from the Colorado Department of Health for discharge of all treated wastes into State waters. The permit will place any additional constraints that are required to protect public health and maintain water quality. In order to meet the new standards, design approaches and methods of treatment must be refined, as many old treatment methods cannot consistently meet the new standards. The Department of Health reviews all plans to insure the facility is in compliance with design standards and will meet the discharge standards.

An application for site approval of the wastewater treatment facility must be submitted and approved prior to submitting plans and specifications for State review.

TABLE 5

COLORADO DEPARTMENT OF HEALTH

WASTEWATER DISCHARGE STANDARDS

Parameters	Parameter Limitations	
	7-Day Average	30-Day Average
BOD_5	45 mg/liter	30 mg/liter
Suspended Solids	45 mg/liter	30 mg/liter
Fecal Coliform	As determined by the Division of Administration of the State Health Department to protect public health in the stream classification to which the discharge is made.*	
Residual Chlorine	Less than 0.5 mg/liter	
pH	6.0 - 9.0	
Oil and Grease	10 mg/liter and there shall be no visible sheen	

*The standard is anticipated to be 200 organisms/100ML

C. DEVELOPMENTAL IMPACT

1. Colorado State Highway 133 Expansion Plans

According to a Colorado State Highway Department spokesman in Grand Junction, a general environmental statement is currently under preparation as a preliminary step to study possible expansion of the highway. Completion of the environmental statement is expected in 1977. The Department plans to make no decision concerning possible expansion until after the environmental statement is completed and public meetings are held.

The present location of Highway 133, in the Town area of Somerset, falls on a portion of the Denver and Rio Grande Railroad right-of-way, as do many houses within the town. It would appear the railroad would like the highway relocated so as to be able to make full use of their right-of-way for expansion plans to facilitate transportation of energy sources.

Operating mines and companies in the general Somerset area would benefit from an expansion of the highway also. A greater ease of movement on the highway would result in and facilitate transportation of energy supplies.

The Gunnison County Commissioners are in the process of trying to find funds that are available for a study on the possible expansion or relocation of Highway 133. The study will commence when funds are located.

Plans to either expand or relocate the highway could result in a significant impact to the Town of Somerset. Geographical features in the area would dictate, if the highway were relocated in the Town area but off of the

railroad right-of-way, that the Town would be virtually eliminated.

2. Energy Resources Expansion and Development

Present known mineral deposits and energy resources in Gunnison County include coal, both bituminous and anthracite, titanium, uranium, iron, manganese, thorium, gold, silver, lead and zinc. Active mineral extraction and extraction-related activities in the county are basically confined to coal and uranium at the present time.

Expansion of mining and related activities in Gunnison County could bring about large scale employment growth. Local purchasing by companies could generate additional employment and secondary population impacts according to the report, "Gunnison County", prepared by the American Institute of Architects Regional Urban Design Assistance Team.

The "Boom Town Financing Study Volume 1" prepared by the State of Colorado, Department of Local Affairs, suggests that if municipalities fail to provide needed public facilities, particularly water and sewer systems, new construction can create long term problems through overloading of existing systems or a proliferation of septic systems. Any expansion and development of facilities at the Somerset, Hawks Nest or Bear mines in the Somerset area would cause significant impact as a result.

D. POPULATION ESTIMATES AND ANALYSIS

1. Study Area

The study area is defined as the immediate environs of the community of Somerset and basically includes the area encompassed by the Somerset Domestic Waterworks District and sanitary facilities at U. S. Steel's Somerset Mine. This is depicted by Figure III-2.

2. Population Projections

One of the steps in formulating a design for a sewage collection system and wastewater treatment facility is to estimate the population to be served during the period for which the facilities are to be designed. Population estimates and analyses provide data for determining the required size for wastewater collection lines and treatment facilities, as well as providing data for special treatment requirements.

In estimating or forecasting population figures for an area, the usual predictions are based on past records of growth of the larger political subdivision. This growth rate generally carries through to most segments within it, providing they have the potential for growth. Population for Gunnison County is graphically depicted in Figure IV-1.

The Somerset area is the exception in so far as the growth rate from the larger political subdivision carrying through to it is concerned. The surrounding geographical features form a "barrier" around the existing community

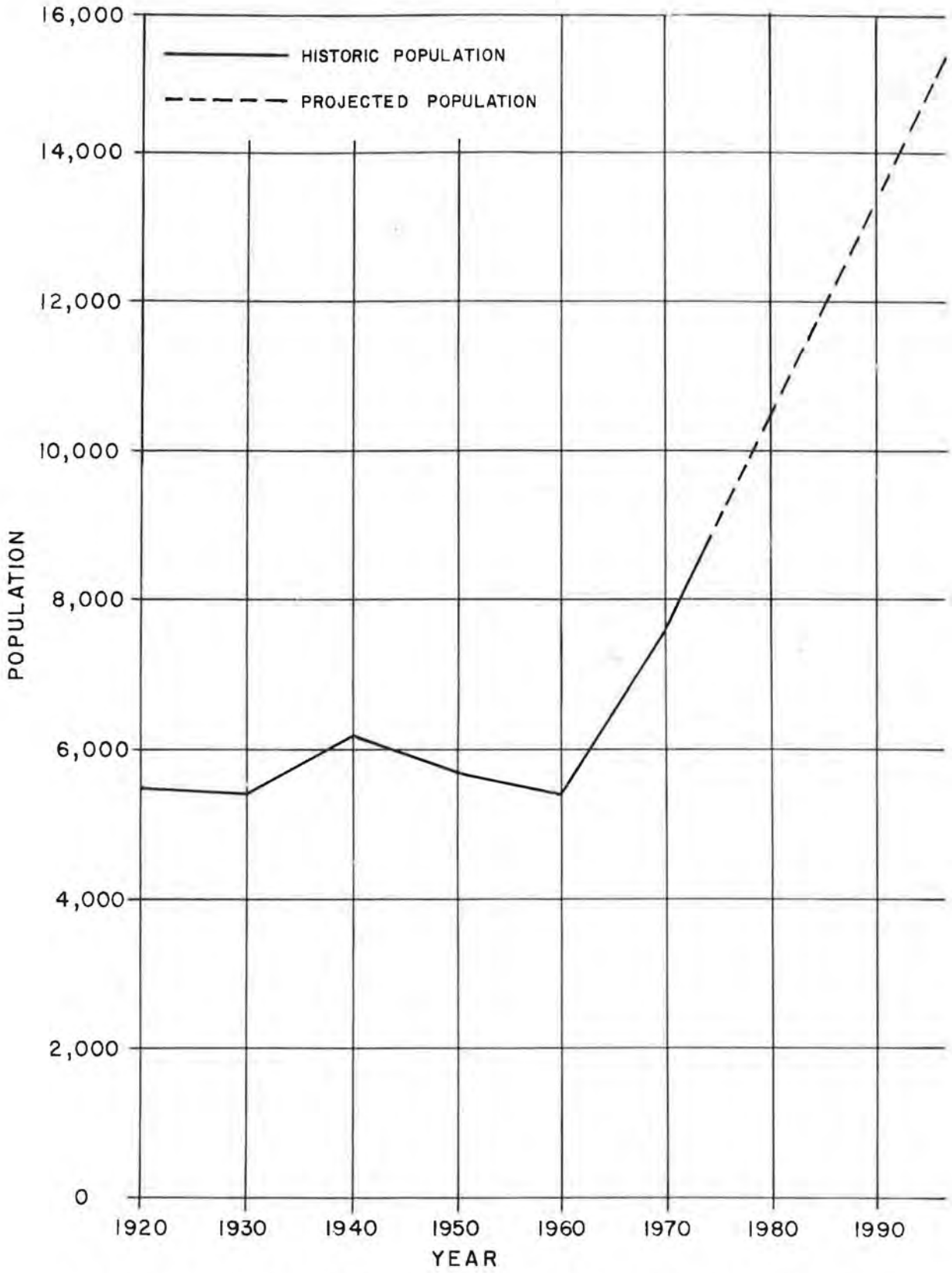
and, thereby, effectively limit growth in general. It is true that, if production of energy sources increases, additional employment will be generated. However, the additional employees, and their families, would have to look elsewhere for living quarters. The only argument against this assumption would be if the Somerset Mine were to construct employee housing on the mine property. This is highly unlikely since no indications have been received along these lines.

Population determinations for the Somerset area are stated in Table 6. These determinations are based on a known average population density of 2.1 persons per household within the boundaries of the Somerset Domestic Waterworks District.

Table 6

Population Determinations for Somerset

65 taps served by Water District at 2.1 persons per household	=	137
Population equivalent generated by showers and sanitary facilities at the Somerset Mine	=	60
Total Equivalent Population	=	197

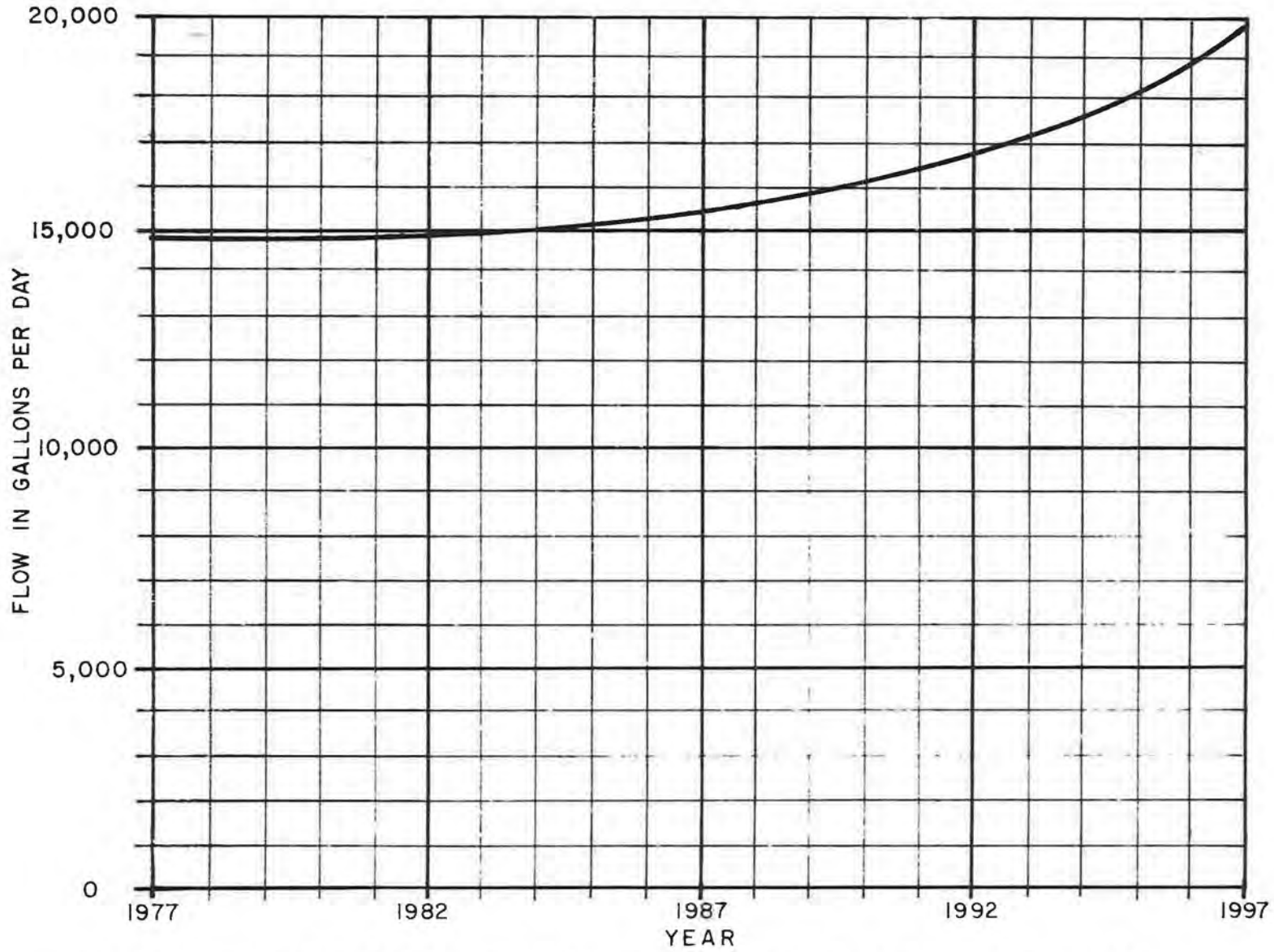


GUNNISON COUNTY POPULATION PROJECTIONS
FIGURE IV-1

E. WASTEWATER FLOWS

Adequate design of a wastewater treatment plant depends on an accurate estimation of present and projected wastewater flows. The principal factors which influence wastewater flows are the population served, type of water systems, water usage, economic level, and the type and number of homes and commercial enterprises.

Total water flow is directly related to water usage. According to figures supplied by the Somerset Domestic Waterworks District, metered water supplies to its customers during the winter months averaged 126.5 gal./day/tap. On the basis of 2.1 persons per household, per capita consumption (gpcpd) is found to be 60 gallons. During the summer months, per tap consumption averaged 761 gal/day and per capita consumption 362 gal/day. These summer figures do not reflect actual household use since extensive lawn watering and irrigating of gardens take place at this time and will not enter the wastewater system. A more realistic average per capita consumption figure for the year would be 75 gpcpd. This figure will be used for the total equivalent population and should be more than adequate to cover home discharges and a sewer line infiltration allowance. The population figures derived in the previous section were used in conjunction with the per capita data to determine both immediate and projected wastewater flows. The analysis revealed an estimated present average daily flow from the study area of 14,775 gallons. Using this data as a base, average anticipated wastewater flows were calculated and are graphically depicted by Figure IV-2.



AVERAGE PROJECTED WASTEWATER FLOWS FOR SOMERSET
FIGURE IV-2

F. RAW WASTEWATER ANALYSIS

The strength of the raw wastewater anticipated from the Somerset area is considered to be in the average strength range and generally should be considered as coming from domestic sources. There will be no manufacturing or industrial type wastes contributing to the raw wastewater. Table 7 depicts the expected raw wastewater parameters.

Table 7

RAW WASTEWATER PARAMETERS

BOD_5	=	200 mg/liter
TSS	=	220 mg/liter
VSS	=	140 mg/liter
NH_3-N	=	30 mg/liter

G. BASIS FOR NEED

The community of Somerset lies in a crescent-shaped area between tracks of the Denver and Rio Grande Railroad and the North Fork of the Gunnison River. It is an extremely congested area for its relatively small population. Homes are served by either individual or collective septic tanks and leach fields. Flows from the Somerset Mine are dispersed in a leach field located within the town area.

According to Water District employees, water mains within the town area are in a questionable state, pointing to possible danger of contamination of the water supply within the town area.

The collection of wastewater in the immediate Somerset area is imperative from a potential health problem standpoint. Such improvements are considered necessary due to the proximity of leach fields and water mains of questionable condition.

The residents of the Somerset area are keenly aware of the possibility of pollution resulting from septic tanks and leach fields and its significance. They feel there is an urgent need to resolve the problem and strongly support such endeavors.

V. PRELIMINARY CONSIDERATIONS

A. AREA TO BE SERVED

The basic study area was refined down to include only those areas necessary to be served. The main town area, situated within the boundaries of the water district, and that portion of the Somerset Mine property contributing to the wastewater flows are defined as the area to be served.

B. TREATMENT PLANT SITES AND PROCESSES

1. Basic Considerations

Broadly speaking, the aim of a wastewater treatment plant is to convert raw sewage into an acceptable product that will meet applicable standards and protect the surrounding waters. The plant site and treatment process must produce a combination that will meet this primary goal.

2. Treatment Plant Sites

In general, a wastewater treatment plant site should be located as far as practical from any presently built up area or any area which probably would be built up within a reasonable future period. Plants should be located at an elevation which is not subject to flood conditions, while at the same time low enough so that wastewater can flow to the location under the influence of gravity. The site must be readily accessible during all seasons and have ample space to accommodate expansion. Properly operating plants of several types are essentially odor free; however, odor problems can result from unusual conditions or improper operation of the facility. Aesthetic considerations also generally favor separation of these facilities from public areas. The direction of the prevailing winds must also be considered in the selection of an appropriate site for such a facility.

The area determined suitable for a plant site location must take into consideration space required for the type of treatment selected.

Suitable plant sites can be found starting at the western edge of Town and in a narrow corridor lying west from that point between the river and the highway. The physical location would depend entirely upon the treatment process selected. Any location selected along this corridor would be adequately remote from existing development with some locations more preferable than others. Selected plant site locations are depicted by Figure V-1.

A plant site was also considered for the westernmost portion of the Town in the narrow triangle bordered by River Street and the highway. This site was rejected for several reasons:

a. Limited and narrow shaped tract.

b. The close proximity of the site with the residential area and any upset in plant operation causing excessive odors.

c. General esthetics.

d. The elevation at the site necessitating installation of a lift station to transfer a portion of the flows into the plant.

e. Increased operation costs and decreased reliability due to installation of a lift station.

No further consideration will be given to this location.

3. Types of Treatment Considered

In analyzing the types of treatment for the area, the following evaluation criteria were developed:

a. The effluent from the plant must meet the standards set by the Colorado Department of Health.

b. The type of treatment process must be expandable to meet future needs.

c. The process must be economical and easy to operate.

d. The process must be esthetically pleasing, that is, produce no odors or visual distractions.

e. The treatment process must be reliable.

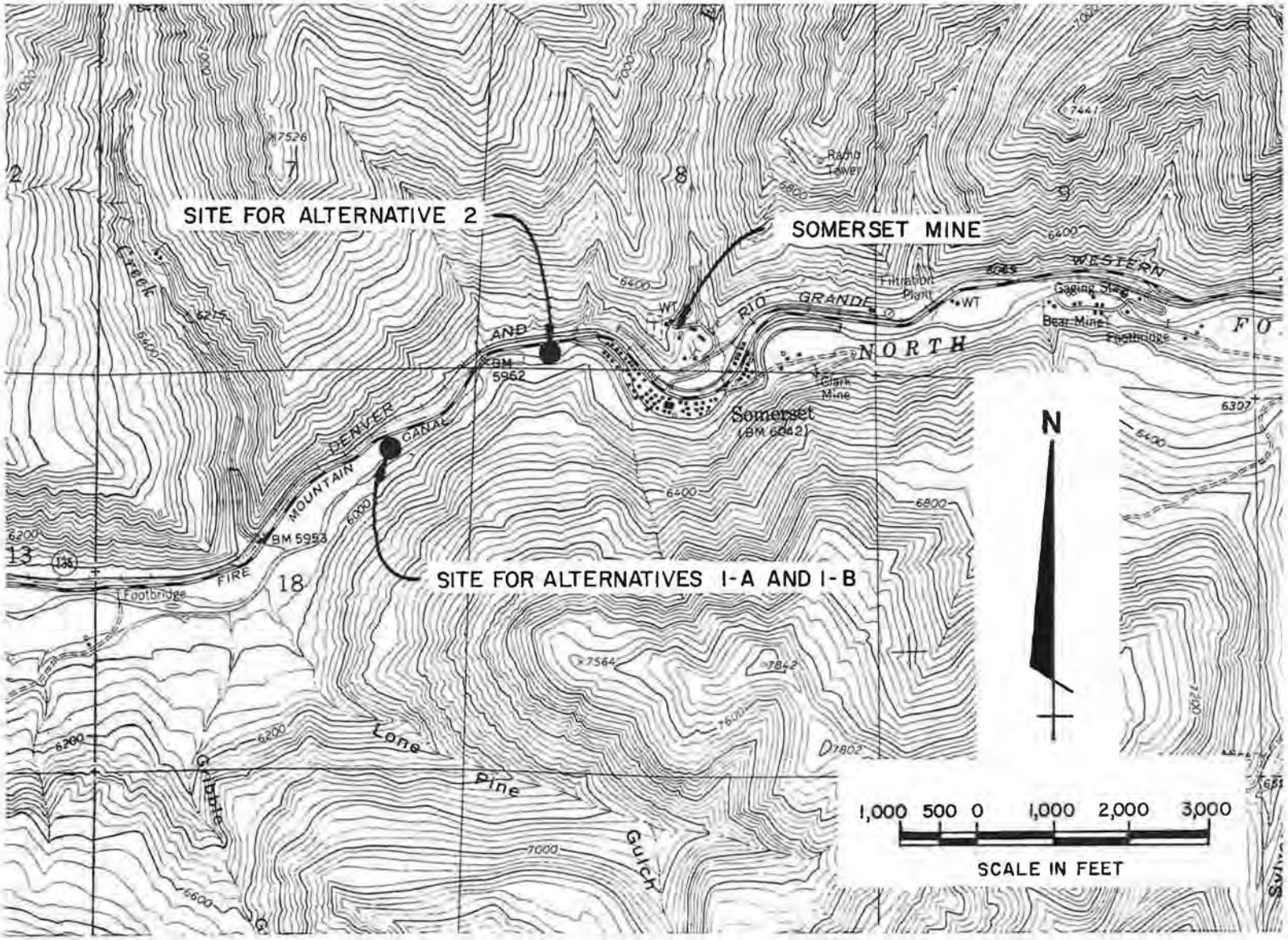
f. The process must be capable of operating in severe winter conditions.

Several types of wastewater treatment were investigated, keeping in mind the nature of the area and the basic design and evaluation criteria.

Preliminary investigations relative to the appropriate treatment resulted in the selection of two methods: 1) Aerated-facultative treatment process; 2) Extended aeration process.

Trickling filters and oxidation ditches as the principal biological treatment method were considered and partially eliminated because of the winter temperatures in the area. The cost of totally enclosing the process to insure proper operation was not cost effective. Unaerated sewage lagoons are totally inappropriate for the area and would not be capable of producing an effluent that would meet standards. The full spectrum of activated sludge processes were considered and extended aeration, a basic modification of the activated sludge process, was selected due to the reliability of the process.

The two processes selected are discussed in more detail in the following section.



PLANT SITE LOCATIONS FOR ALTERNATIVES
FIGURE V-1

Prepared by
MERRICK & COMPANY
Job no. 054-0786

C. WASTEWATER COLLECTION SYSTEM

Population estimates and the area to be served were the basic design criteria for determining wastewater flows which regulated line sizes and types. Soil conditions, topography, and the constricted features of the area had a direct bearing in determining line routes and construction costs. The materials for the system were selected on the basis of cost, durability, life span, ease in handling, and installation. As a result, polyvinyl chloride (PVC) pipe was selected for laterals and collection lines. It is light, easy to handle, and is less expensive than other types of pipe. PVC pipe, when properly installed, results in very little infiltration of ground water into the wastewater system. Pre-cast manholes were selected for the system due to economy and ease of installation. Ductile iron pipe was chosen for all highway crossings.

Due to the nature of the terrain and the constricted development in the area, little available variability exists for collection system routes. As a result, major differences are limited to modification in routes according to plant site location.

VI. DEVELOPMENT OF VIABLE ALTERNATIVES

A. GENERAL

The general development of the viable alternatives was accomplished in a systematic manner, proceeding from the Engineering Considerations presented in Section IV to the Preliminary Considerations in Section V. Careful assessment of the preliminary considerations available narrowed the number and resulted in the basis for development of the viable alternatives. Once the assessment had been accomplished, development proceeded in a logical sequence, from a number of sub-systems and integral parts to the viable alternatives which were compared on the basis of economy, flexibility, and reliability.

A statement of detailed cost estimates and reference to operation and maintenance costs are presented within this section following each alternative. Cost estimates are based on 1976 construction costs with adjustments for anticipated 1977 levels. If construction is delayed, future planning estimates will have to be adjusted to reflect the current level.

B. TYPES OF WASTEWATER TREATMENT CONSIDERED

1. Aerated Facultative Treatment

The last two decades have seen the rise in development of waste stabilization ponds as a method of wastewater treatment. As of 1971, there were over 3,500 waste stabilization ponds handling domestic sewage in the United States and more have been constructed since.

One of the problems with waste treatment ponds is that of terminology, as each person selected the term that was used in his area. This caused a certain amount of confusion. The term which will be used to describe the process, in this report, is aerated facultative wastewater treatment system.

An aerated facultative wastewater treatment system consists of a basin in which wastewater is treated on a flow through basis. Oxygen is supplied by the means of some mechanical device. The action of the mechanical device or air resulting from such a device is used to keep the contents of the basin partially suspended. The contents of the basin are not completely mixed, and a portion of the incoming solids and the biological solids produced during the process settle to the bottom of the pond. As the solids begin to build up, a portion will undergo decomposition without the presence of free oxygen (anaerobic). In the mixed portion of the pond, stabilization will occur utilizing free oxygen (aerobic). The effluent from this type of system will be highly stable and, providing ample air is supplied to the basin, there will be no odor problems associated with the treatment process.

A three-day holding basin, termed a polishing pond, follows the basic process. Effluent from the polishing pond would travel through a mixed media filter system placed on the dike's bank. This polishing pond and filter is necessary in order to meet standards. The effluent from the filter would then be chlorinated to kill a majority of the pathogenic bacteria before discharge to the river.

2. Extended Aeration Treatment

The process of extended aeration involves the mechanical introduction of oxygen into the sewage in sufficient quantities to maintain a sufficient dissolved oxygen level. The bacteria involved in the process need the oxygen to maintain life, and they use the constant supply of fresh sewage as a food. The sewage enters an aeration basin, where a mechanical device adds oxygen, and from there it flows to a settling tank. The clear effluent is taken off and chlorinated before it is discharged into the river. The settled sludge is returned to the aeration basin to constantly seed it and maintain an active and plentiful supply of bacteria.

C. ALTERNATIVES NO. 1-A AND 1-B

These alternatives would utilize a treatment facility located approximately one-half mile west of Town and situated in an area between the North Fork of the Gunnison River and Highway 133. The land at the plant site is owned by Catherine Ross according to records in the Gunnison County Assessor's Office. No discussions on acquiring this property have been conducted as yet. Alternative No. 1-A, which utilizes an aerated facultative treatment process, would require 2 acres of land for the plant site. Alternative No. 1-B, which utilizes an extended aeration process, would require only 1 acre of land. The area selected is partially in a flood plain and not presently developed.

The area of service, for both alternatives, would include the community of Somerset and contributing flows from the Somerset Mine. These areas would be served by gravity flow collection lines terminating at the treatment plant site.

Costs for Alternative No. 1-A are $181,575 with annual operation and maintenance costs for Year 1 being $5,600. For a more detailed cost breakdown, refer to Table 8.

Costs for Alternative No. 1-B are $243,825 with annual operation and maintenance costs for Year 1 being $10,000. For a more detailed cost breakdown, refer to Table 9. A comparison of operation and maintenance costs for the alternatives appears on Table 11.

A slight elevating of the treatment facilities may be necessary since the site location is in a marginal flood plain area. This would prevent inundation by flood waters. An emergency lift station is provided at the treatment facilities for discharging of effluent to the river should flooding require it.

Figure VI-1 depicts the collection and transmission system routes, and Figure V-1 shows the location of treatment facilities for the two alternatives.

TABLE 8

DETAILED COST ESTIMATE SUMMARY

ALTERNATIVE NO. 1-A
One-half mile west of Town
Aerated Facultative Treatment Plant

6,911 LF of 8" sewer line--6 ft. deep at $9.00/LF	$ 62,200
24 6 FT Manholes at $750/MH	18,000
5 Cleanouts at $250/CO	1,250
1 Pavement repairs	2,500
Subtotal Collection and Transmission System	$ 83,950
Clearing and grubbing for plant site	2,000
Access road construction and gravel	2,500
2,000 CY of earthwork at $1.50/CY	3,000
10 days dewatering at $150/day	1,500
6,000 SF pond liner	800
25 CY asphalt for erosion control at $50/CY	1,250
Flow measuring flume	3,000
Flow control box in place	1,500
260 SF building at $25/SF	6,500
Aeration equipment in place	7,500
Chlorine contact chamber	1,000
Chlorination equipment in place	2,000
Electrical and Mechanical	2,500
60 CY sand, gravel and rock filter	1,150
Miscellaneous piping and valves	2,500
100 LF of 8" outfall line at $9.00/LF	900
Testing Laboratory and equipment	2,500
Landscaping	1,000
250 CY rip rap for flood protection	3,750
1,300 LF 6 FT chain link fencing and gate at $7.00/LF	9,100
Subtotal Treatment Plant	$ 55,950
Subtotal Construction Cost	$ 139,900
Plus 25% Legal, Fiscal, Administrative, Engineering and Construction contingencies	34,975
Total Construction Costs	$ 174,875
2,400 LF R.O.W. easements at $1.00/LF	2,400
100 LF 60 FT road R.O.W. easement	300
2 acre plant site at $2,000/acre	4,000
Total Cost for Alternative 1-A	$ 181,575

TABLE 9

DETAILED COST ESTIMATE SUMMARY

ALTERNATIVE NO. 1-B
One-half mile west of Town
Extended Aeration Treatment Plant

6,911 LF of 8" sewer line--6' deep at $9.00/LF	$ 62,200
24 6' Manholes at $750/MH	18,000
5 Cleanouts at $250/CO	1,250
1 Pavement repairs	2,500
Subtotal Collection and Transmission System	$ 83,950
Cleaning and leveling plant site	500
Access road construction and gravel	2,500
Flow measuring flume	3,000
Tertiary filter	15,000
Installed extended aeration plant, including chlorine chamber, sludge holding tank, and comminutor	48,000
1,000 SF building at $25.00/SF	25,000
Chlorination equipment	1,500
Miscellaneous piping, valves and equipment	500
Electrical work	1,000
Sludge drying beds	500
100 LF of 8" outfall line at $9.00/LF	900
Testing Laboratory and equipment	2,500
Landscaping	500
850 LF 6 FT chain link fencing and gate at $7.00/LF	5,950
Subtotal Treatment Plant	$ 107,350
Subtotal Construction Costs	$ 191,300
Plus 25% Legal, Fiscal, Administrative, Engineering and Construction contingencies	47,825
Total Construction Costs	$ 239,125
2,400 LF R.O.W. easements at $1.00/LF	2,400
100 LF 60 FT road R.O.W. easement	300
1 acre plant site at $2,000/acre	2,000
Total Cost for Alternative No. 1-B	$ 243,825

D. ALTERNATIVE NO. 2

This alternative would utilize a treatment facility located approximately 650 feet west of Town and situated in an area between the North Fork of the Gunnison River and Highway 133. It would be essentially adjacent to the highway. The land at the plant site is apparently a part of the U. S. Steel Corporation's Somerset Mine property. No discussions on making this property available for a treatment plant site have been conducted as yet.

This alternative would utilize an extended aeration process and require only 1 acre of land. The selected area is not in a flood plain.

The area of service would include the community of Somerset and contributing flows from the Somerset Mine. These areas would be served by gravity flow collection lines and terminate at the treatment plant site.

Costs for Alternative No. 2 are $220,131 with annual operation and maintenance costs for year 1 being $9,550. For a more detailed cost breakdown, refer to Table 10. A comparison of operation and maintenace costs for the alternatives appears on Table 11.

Some landscaping would be required for this treatment facility since it is adjacent to the highway. Aesthetically, the site could be made into a most pleasing view and generally enhance the general area.

Figure VI-1 depicts the collection and transmission system routes, and Figure V-1 shows the location of the treatment facilities for the two alternatives.

TABLE 10

DETAILED COST ESTIMATE SUMMARY

ALTERNATIVE NO. 2
Just west of Town
Extended Aeration Treatment Plant

5,045 LF of 8" sewer line--6 FT deep at $9.00/LF	$ 45,045
19 6 FT Manholes at $750/MH	14,250
5 Cleanouts at $250/CO	1,250
1 Pavement repairs	2,200
Subtotal Collection and Transmission System	$ 63,105
Clearing and leveling plant site	500
Access construction and gravel	1,800
Flow measuring flume	3,000
Tertiary filter	15,000
Extended aeration plant, including chlorine chamber, sludge holding tank, and comminutor	48,000
1,000 SF building at $25.00/SF	25,000
Chlorination equipment	1,500
Miscellaneous piping, valves and equipment	500
Electrical work	1,000
Sludge drying beds	500
200 LF of 8" outfall line at $12.00/LF	2,400
Testing Laboratory and equipment	2,500
1 6 FT Manhole at $750/MH	750
20 CY rip rap for outfall line at discharge point	600
Landscaping	2,000
850 LF 6 FT chain link fencing and gate at $7.00/LF	5,950
Subtotal Treatment Plant	$ 111,000
Subtotal Construction Costs	$ 174,105
Plus 25% Legal, Fiscal, Administration, Engineering and Construction contingencies	43,526
Total Construction Costs	$ 217,631
500 LF R.O.W. easements at $1.00/LF	500
1 acre plant site at $2,000/acre	2,000
Total Cost for Alternative No. 2	$ 220,131

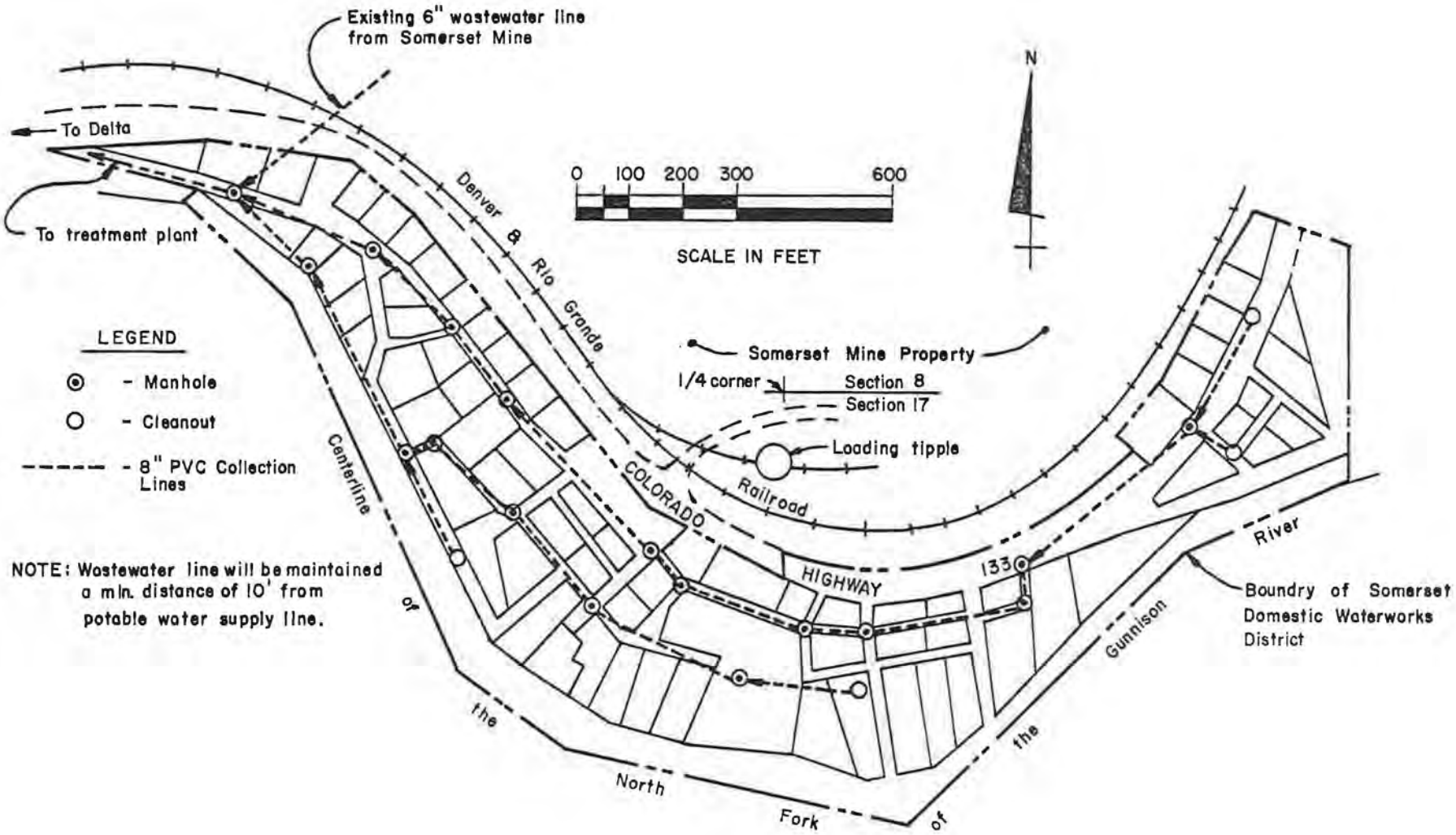
TABLE 11

ANNUAL OPERATION AND MAINTENANCE COSTS
COMPARISONS

Item	Alternative		
	1-A	1-B	2
Operating Supplies	$ 1,000	$ 1,000	$ 1,000
Salaries	3,000	5,950	5,500
Insurance/Miscellaneous	200	250	250
Maintenance	900	1,800	1,800
Power	500	1,000	1,000
Total Year 1	$ 5,600	$ 10,000	$ 9,550
$/1000 gallons	$ 1.04	$ 1.85	$ 1.77

SUMMARY OF YEARS 1-20

Year	1-A	1-B	2
1	5,600	10,000	9,550
2	5,770	10,300	9,835
3	5,943	10,610	10,130
4	6,116	10,920	10,425
5	6,289	11,230	10,720
6	6,462	11,540	11,015
7	6,635	11,850	11,310
8	6,808	12,160	11,605
9	6,981	12,470	11,900
10	7,154	12,780	12,195
11	7,327	13,090	12,490
20	8,884	15,880	15,145



COLLECTION SYSTEM FOR ALTERNATIVES
FIGURE VI-1

Prepared by
MERRICK & COMPANY
Job no. 054-0786

VII. EVALUATION OF ALTERNATIVES

A. CRITERIA FOR PLAN SELECTION

The selection of the best "all-around" alternative requires careful consideration of all economic and non-economic aspects. Non-economic criteria are based on effectiveness, reliability, flexibility, as well as other subjective criteria as deemed necessary. Considerations for economic criteria include relative cost of the alternative and associated non-direct cost items. Costs include initial required capital, with operation and maintenance costs (O & M) of the treatment plant and collection system. Present worth and annual cost, considering major replacement costs, expansions, and operation and maintenance costs are included for each alternative.

An alternative which has the lowest capital cost is not necessarily the most economical choice. All cost estimates presented are based on current prices, with adjustment of annual operation and maintenance costs to reflect anticipated increases in costs and the general economy. Construction cost estimates and annual operation and maintenance figures are based on records of similar work and other available sources that reflect similar conditions. The annual worth of capital investments and the present worth of the alternatives was determined considering an interest rate of eight percent and a 20-year amortization period. Total and annual cost considering operation and maintenance, as well as replacement costs, must be thoroughly investigated

in the selection of a plan. Present worth may be thought of as the present sum of capital that may be secured, at this point in time, in exchange for the promise to make specified future payment or series of payments.

B. PLAN SELECTION

The evaluation of data subsequent to the selection of criteria for plan selection allows a value rating of the alternatives. It is in this manner that an effective decision can be reached concerning all the alternatives. An evaluation summary for each alternative follows. A fiscal analysis for the alternatives is shown on Table 12.

A summary of evaluation data reveals that Alternative 1-A would have the highest value rating in terms of overall acceptability. This alternative will have more aesthetic advantage since it is far removed from the residential area and is sufficiently south of the highway so as not to be a distraction.

Alternative 1-B is identical with 1-A except for type of treatment process used. Plant site location for the two alternatives would be the same. The extended aeration process used in Alternative 1-B would require much less land and, therefore, would even be less conspicuous than Alternative 1-A. Overall costs, though, would be higher.

Alternative 2 uses the extended aeration process as in 1-B. The major difference in this alternative is the plant site location, with the site being much closer to Town. This plant site is much less desirable than the others since it is adjacent to the highway.

Alternatives 1-A and 1-B would require more transmission line to the treatment plant site than Alternative 2. These alternatives would also require an emergency lift station for use during periods the North Fork of the Gunnison

River were at flood stage. Alternative 2 would not require an emergency lift station due to its higher elevation but would require a longer outfall line to the river.

TABLE 12

FISCAL ANALYSIS OF ALTERNATIVES

Alternative	1-A	1-B	2
Capital Costs	181,575	243,825	220,131
Annual Capital Costs	18,493	24,834	22,420
Annual O & M Year 1	5,600	10,000	9,550
Annual O & M_1/1000 gal	1.04	1.85	1.77
Annual O & M Year 20	8,884	15,880	15,145
Annual O & M_{20}/1000 gal	1.22	2.18	2.07
Present Worth	265,091	355,987	321,383
Average Annual Cost	26,995	36,251	32,727

VIII. RECOMMENDED ALTERNATIVE

Each of the viable alternatives, if implemented, would provide the Somerset area with a complete system that would meet discharge standards and not degrade the quality of water in the North Fork of the Gunnison River. Alternative 1-A was selected as the recommended alternative on the basis of evaluations made in the previous section. A discussion of description, costs, and environmental effects for the recommended alternative follow.

The area of service would include the basic area of the community of Somerset, as lies within the boundaries of the water district, and contributing flows from the Somerset Mine that presently are dispersed in a leach field within the water district boundaries. Housing to the east and south and other mines to the east would not be considered for service at this time. They should, however, not be discouraged from joining onto the system providing they bear such costs for doing so at that time.

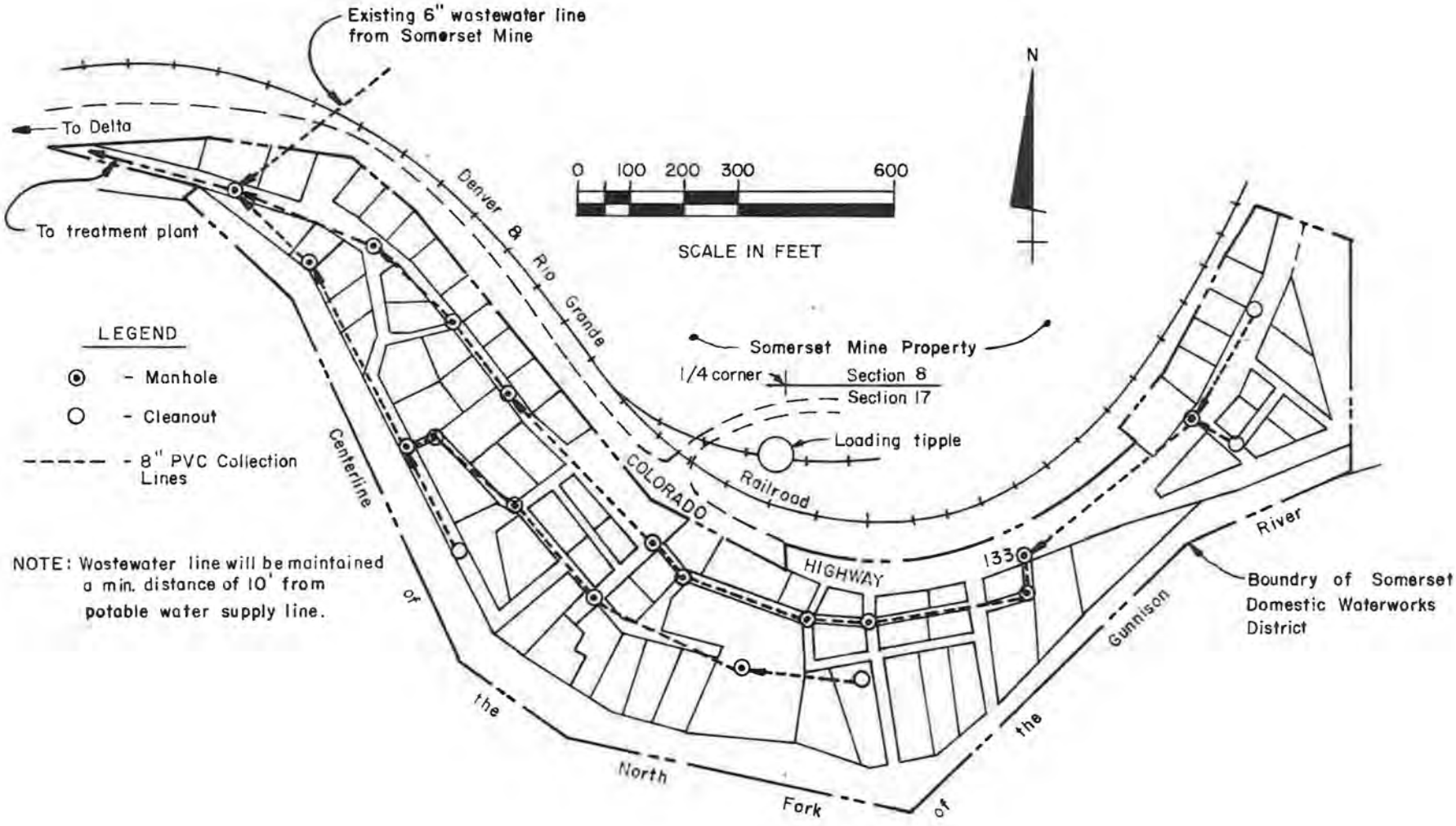
The type of treatment recommended is the aerated-facultative process, and the facility site would require 2 acres of land. The site would be located north of the river on property owned by Catherine Ross.

The collection system route was primarily dependent upon lot lines and natural topographic features. Materials selected for the system are described in Section V-C.

A preliminary cost estimate is shown on Table 13. Table 14 shows annual operation and maintenance costs.

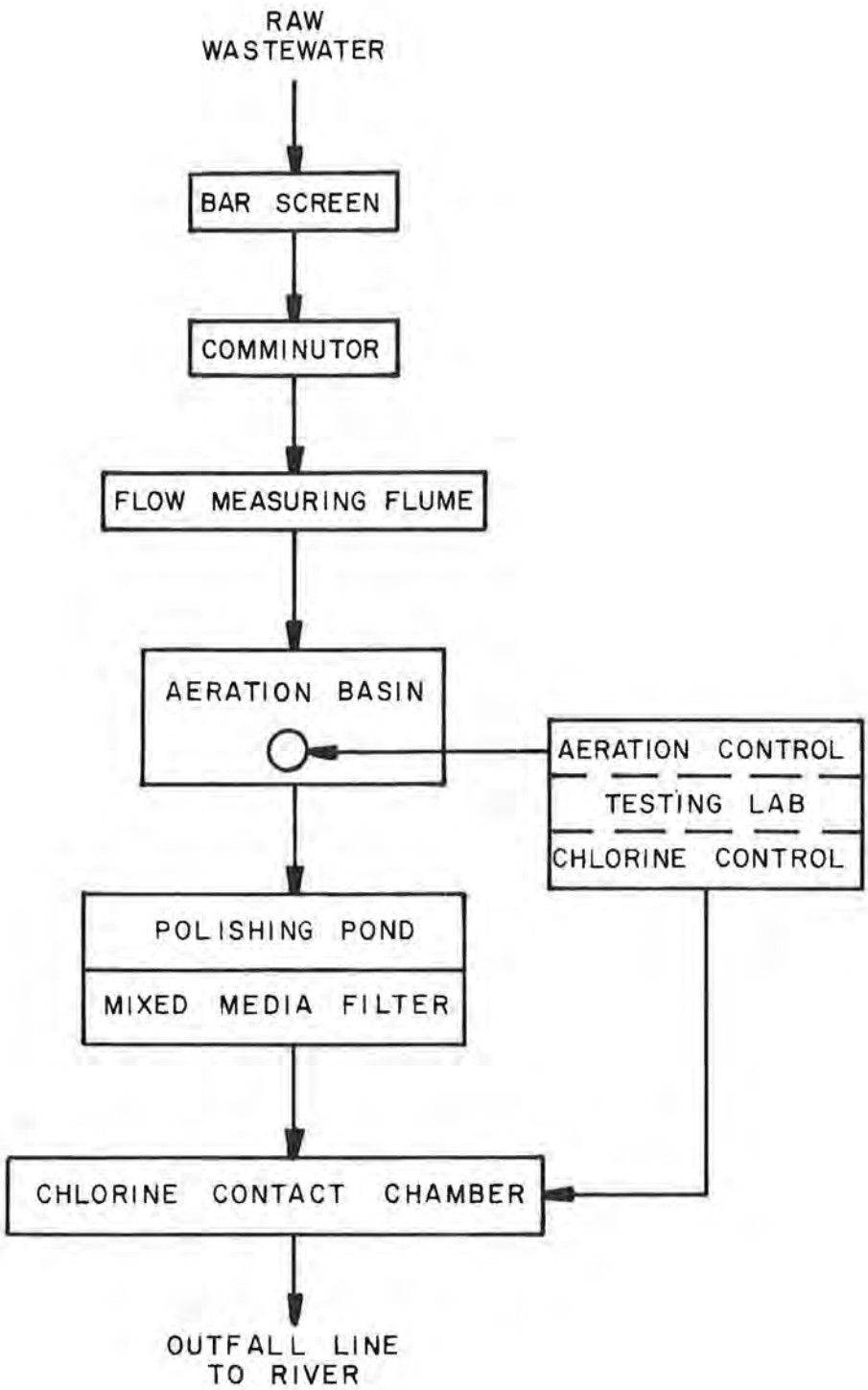
No insurmountable environmental problems or damage to environmental ecosystems are anticipated as a result of construction of the recommended alternative. Some disruption will occur during construction as a result of noise, digging of trenches, installation of lines, and construction traffic in the town area. Some highway traffic disruption will occur installing a collection line across the highway at the east end of Town. Minor disruption of highway traffic may occur during installation of collection and transmission lines adjacent to the highway and during repair of pavement as a result of construction.

Figure VIII-1 depicts the collection system route for the recommended alternative. The treatment process schematic is shown on Figure VIII-2. Figure V-1 shows the treatment plant site for Alternative 1-A, chosen for the recommended alternative.



RECOMMENDED ALTERNATIVE COLLECTION SYSTEM
FIGURE VIII-1

Prepared by
MERRICK & COMPANY
Job no. 054-0786



AERATED-FACULTATIVE WASTEWATER TREATMENT PLANT SCHEMATIC

FIGURE VIII-2

TABLE 13

PRELIMINARY COST ESTIMATE SUMMARY

RECOMMENDED ALTERNATIVE
WASTEWATER SYSTEM

6,911	LF collection and transmission lines	$ 62,200
24	6 FT Manhole	18,000
5	Cleanouts	1,250
1	Pavement repairs	2,500
	Subtotal Collection and Transmission System	$ 83,950
Treatment Facility Complete		55,950
	Subtotal Construction Cost	$ 139,900
25% Legal, Fiscal, Administrative, Engineering, and Construction contingencies		34,975
	Total Construction Cost	$ 174,875
Purchase of easements, rights of way, and land for treatment plant site		6,700
	TOTAL COST FOR RECOMMENDED ALTERNATIVE	$ 181,575

TABLE 14

ANNUAL OPERATION AND MAINTENANCE COSTS

RECOMMENDED ALTERNATIVE

Operating Supplies	$ 1,000
Salaries	3,000
Insurance/Miscellaneous	200
Maintenance	900
Power	500
Total Cost	$ 5,600
Cost per 1,000 gallons	$ 1.04

IX. FINANCIAL ANALYSIS

A. EXISTING ENTITY

1. General

The Somerset Domestic Waterworks District, Irrigation District No. 4, Water District No. 40, Gunnison County, Colorado, was formed in 1961. The District was formally accepted by the Gunnison County Commissioners on November 6, 1961. A legal description and map of the District follows on Figures IX-1a and 1b. The legal boundaries of the District essentially conform to the boundaries of the unincorporated Gunnison County community.

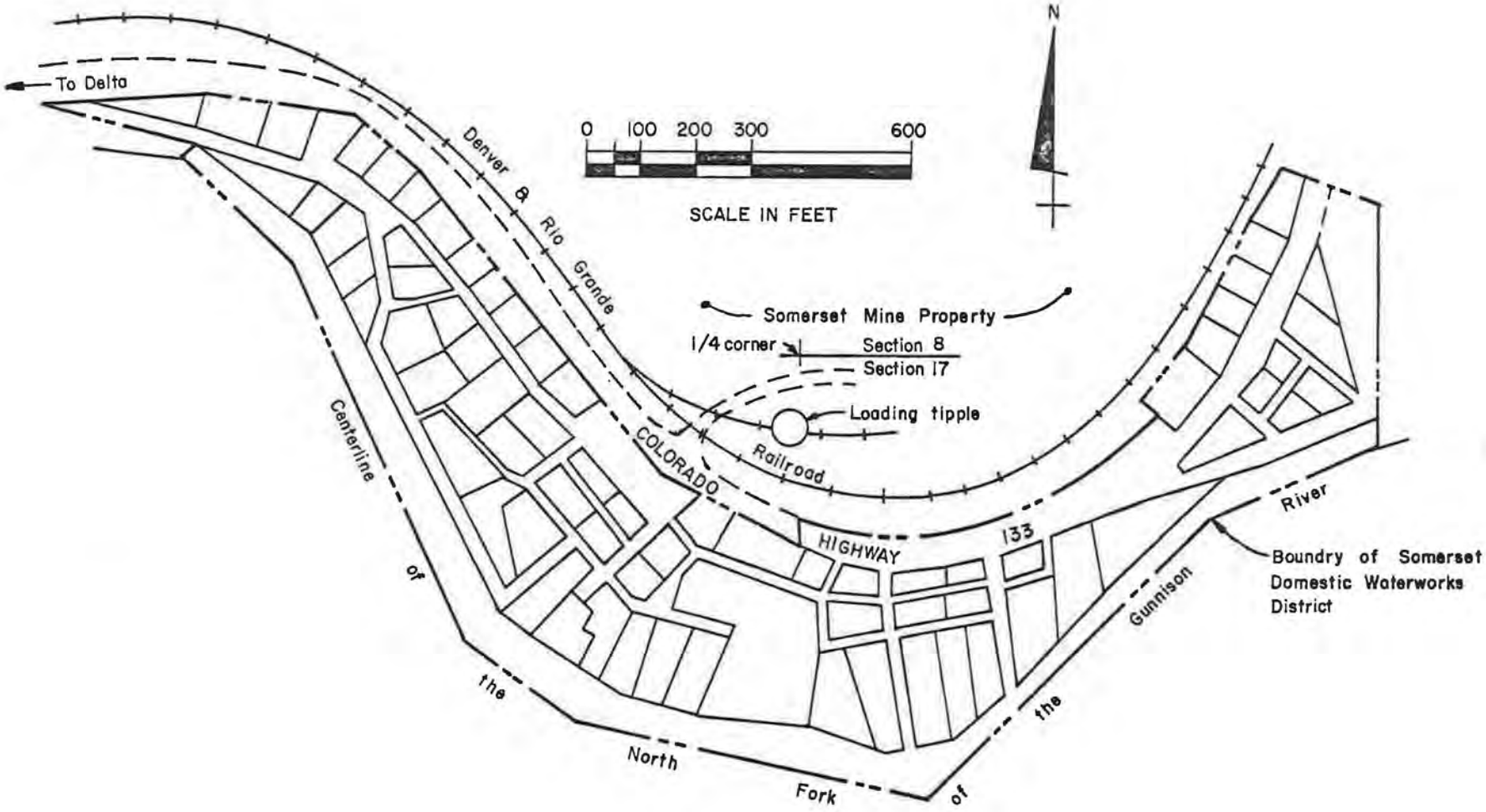
The 1976 assessed valuation for the community of Somerset was $289,220, exclusive of mine property. This would correspond favorably with a valuation for the District.

2. Revenues and Expenditures

Revenues to the District consist of a $7.00 per month flat rate per tap on the unmetered supply to individual users. The one business in the community is not distinguished as a commercial user with a corresponding rate.

The District purchases water from the U. S. Steel Corporation's Somerset Mine at the rate of $0.32 per 1,000 gallons. A meter is installed on the main leading to the community for recording flows. In 1975, a total of 8,174,390 gallons of water were purchased at a cost of $2,559.77.

The District has no debts save the continuing purchase of water to provide service to its customers.



SOMERSET DOMESTIC WATERWORKS DISTRICT
FIGURE IX-1a

Prepared by
MERRICK & COMPANY
Job no. 054-0786

LEGAL DESCRIPTION FOR SOMERSET DOMESTIC WATERWORKS DISTRICT

A parcel of land lying in the SW1/4SE1/4 of Section 8, the SE1/4SW1/4 of Section 8, the NW1/4NE1/4 of Section 17, and the NE1/4NW1/4 of Section 17, Township 13 South, Range 91 West of the Sixth Principal Meridian, bounded and described as follows: Beginning at a point on the Section line between said Sections 8 and 17 whence the 1/4 corner common to Sections 8 and 17 bears S.87°20'E. 464.6 feet, and running thence N.40°07'W. 297.4 feet; thence N.43°16'W. 91 feet; thence N.48°43'W. 98.7 feet; thence N.52°04'W. 73 feet; thence N.83°09'W. 259.7 feet; thence S.86°11'W. 165.3 feet; thence S.81°40'W. 101.3 feet; thence S.80°00'E. 300.7 feet; thence S.43°24'E. 60 feet to the approximate centerline of the North Fork of the Gunnison River; thence along said centerline which runs generally S.45°15'E. 244 feet; thence S.25°25'E. 733 feet; thence S.55°05'E. 270.7 feet; thence S.78°56'E. 679 feet; thence N.44°09'E. 710 feet; thence N.65°06'E. 349 feet; thence N.2°37'W. 435 feet; thence, leaving the river, N.74°12'W. 200 feet to a point on the Denver and Rio Grande Western Railroad right-of-way; thence along said right-of-way on the arc of a curve to the left having a radius of 819.2 feet, a central angle of 7°35', an arc length 108.5 feet, and a chord which bears S.30°24'E. 108.4 feet; thence S.26°36'W. 254.1 feet; thence on the arc of a curve to the right having a radius of 595.8 feet, a central angle of 12°04', an arc length of 125.5 feet, and a chord which bears S.32°38'W. 125.2 feet; thence S.51°20'E. 29.2 feet; thence along the arc of a curve to the right having a radius of 625 feet, a central angle of 67°11', an arc length of 732.1 feet, and a chord which bears S.71°09'W. 691 feet to a point on the subdivision line whence the 1/4 corner common to Sections 8 and 17 bears N.1°35'E. 300.4 feet; thence S.1°35'W. 44.3 feet along subdivision line; thence N.69°39'W. 57.5 feet; thence N.65°04'W. 58.3 feet; thence N.61°39'W. 160 feet; thence N.40°07'W. 321.1 feet to point of beginning.

This parcel is the same and the survey and description is in agreement with the survey and plat made by Williams and Woodward, Engineers, Inc., Denver, Colorado, which was filed and recorded in the office of the County Clerk and Recorder, Gunnison County, Gunnison, Colorado, as the Somerset subdivision.

STATE OF COLORADO
County of Gunnison

Seabron T. King, being duly sworn on his oath, deposes and says that he is the surveyor of the Somerset Domestic Waterworks District; that the survey of the same and the map thereof were made by him, and that such survey is accurately represented upon this map.

Seabron T. King, Registered Land Surveyor, License No. 1456

Subscribed and sworn to before me this 28th day of September A.D. 1961.
My commission expires May 2, 1965. Elbert R. Wood, Notary Public

SOMERSET DOMESTIC WATERWORKS DISTRICT
FIGURE IX-1b

B. ADMINISTRATION ALTERNATIVES

The financing of wastewater collection and treatment systems is usually handled by the entity's fiscal agent working with the attorney, engineering consultant, and governing body of the entity. The marketability and financial feasibility of the proposed project will have to be determined by an investment firm, considered for marketing bonds to finance a part of the project, prior to formal financial acceptance. The feasibility analysis will be based on the data presented within this report.

The proposed wastewater collection and treatment system cannot come into being unless a private company or governmental agency assumes control for the purpose of establishing administration and financing. Several ways this can be accomplished are as follows:

1. Form a conventional sanitation district separate from the existing water district.
2. County Commissioners form a sanitation district by resolution.
3. Change the existing water district to a conventional water and sanitation district.

Formation of a conventional sanitation district separate from the existing water district would not be a viable option. A proliferation of governmental entities within a small community would create a situation whereby most of the same persons would be serving on the governing boards of each. Generally speaking, the County Commissioners and courts would most likely not

go along with such a move since a viable option does exist without the creation of a new, additional governmental body.

The County Commissioners have the authority in accordance with C.R.S. 1973, Sections 30-20-401 to 422 to form a Sanitation District by resolution, for the purpose of constructing, operating and maintaining sewerage facilities. The Board of County Commissioners, under the statutes, have the power to:

1. Authorize the construction of sewerage facilities by majority vote of the Board. "Sewerage facilities" are defined to mean complete collection and treatment systems.

2. Operate and maintain sewerage facilities.

3. Enter into contracts with consumers, not to exceed 50 years for the provision and operation of sewerage facilities. "Consumer" means any public or private user of a sewerage facility.

4. Enter into contracts and agreements with cities and sanitation districts in the county, and to provide for joint boards for sewerage facilities.

5. Compel connections to the system sewer lines by all premises within 400 feet thereof, and if necessary and after notice, to cause the connections to be constructed and the cost thereof, as well as all other rates, fees, tolls and charges of the system to be collected like taxes on the benefited property.

6. Issue anticipation bonds for the construction of sewerage facilities, placing the same in operation, to provide for all working capital and for all operation and maintenance expenses for one year thereafter.

7. Accept loans and grants for the costs of planning and construction of sewerage facilities.

8. Prescribe, revise and collect rates, fees, tolls, charges, tap fees and all other charges including penalties, interest, and costs of collection, including reasonable attorney fees.

9. Issue revenue bonds which shall be exempt from income and gift taxes and shall not be a debt on the credit of the county. The bonds and interest are paid solely out of revenue from the users.

10. Exercise all other powers conferred by any other law not inconsistent with this law.

The County Commissioners recently formed the county-wide area into a sanitation district by resolution, using the powers provided by C.R.S. 1973, Sections 30-20-401 to 422, and appointed a board for the Dos Rios Sanitation District. This action has provided a means whereby additional sanitation districts can come into being. If the County Commissioners can be convinced of need, additional districts can come into being by the appointment of a governing board to serve for the Commissioners, the parent entity.

This method can provide an excellent method to establish financing and provide for operation and maintenance of the system. A mill levy cannot be levied against property owners; instead, operating revenue must be generated through monthly user's fees. The customers who utilize the system and receive direct benefits pay for all costs.

Formation of a combined water and sanitation district from an existing water district would be accomplished much in the same manner as where no district previously existed. The provisions of Chapter 89 of the Colorado Revised Statutes, 1963, would apply in either case. Creation of the combined district would provide a viable alternative to financing and administering the new wastewater system. The statutes set forth procedures that must be followed in the formation of the new combined or conventional district. The total process for the formation of a new district through this method would take approximately six to nine months of time and involve dissolution of the

existing water district. The following is a step-wise plan for the creation of a combined water and sanitation district in Colorado:

1. Preparation of the service plan for the district which includes among other things all engineering data, financial data, legal description of the district, etc.

2. Filing of the service plan and a petition for public hearing with the County Commissioners.

3. County Commissioners call for public hearing on the creation of the district.

4. Public hearing on the creation of the district. Assuming the hearing is successful, County Commissioners will remand the matter to the District Court.

5. The filing of petition, service plan and proceedings before County Commissioners with the District Court. The District Court at this time will set a date for public hearing.

6. Public hearing before District Court. Assuming the hearing is successful before the District Court, the District Court will order that an election be held within the boundaries of the proposed district for the creation of the district.

7. Election on creation of new combined water and sanitation district and officers of the Board of Directors.

There is a possibility of procuring grants and loans from the Farmers Home Administration through the existing entity, The Somerset Domestic Waterworks District, for the proposed project. The existing District would be used as a legal vehicle for the procurement of funds while a combination District was being established according to statutes. This possibility was not pursued further at this time due to its involved nature and legal implications.

It is our recommendation that the method be utilized whereby the County

Commissioners would appoint a joint board to act for and operate sewerage facilities in the Somerset area, consistent with authority provided in C.R.S. 1973, Sections 30-20-401 to 422. This method offers the advantages of reducing time required for the formation of a conventional district and construction of the system, provides immediate action to solve the needs of the area, and prevents proliferation of small governmental entities.

The remainder of the financial analysis is based on the above recommendation. In the event this method is not utilized, data presented within this section would equally apply to the Conventional Sanitation District with the exception that revenue can be generated through the mill levy.

C. FINANCIAL ALTERNATIVES

The evaluation of possible methods for financing the project was conducted, assuming a joint board would be appointed by the County Commissioners to act for and operate sewerage facilities under provisions provided for in the State statutes. The area presently has no funds available to apply towards financing the project. However, there are several ways of raising capital:

a. Cash payments.

b. Revenue bonds.

c. Special assessments.

d. Federal and/or State loans and grants.

The simplest and most straightforward method of financing any project is with cash payments. This method requires the property owner to pay in cash his established share of the cost of improvements. It is, however, that in any area there may be persons who cannot obtain a sufficient quantity of cash to meet such financial assessments. To assist such a program, arrangements can be made with local banks to offer low interest rate home improvement loans which can be used to pay off such cash assessments against the property. The Federal Housing Administration has a program that may be used to guarantee these home improvement loans.

Revenue bonds enable the local governmental entity to incur indebtedness

for a special public improvement and to repay the obligations from revenues derived from the improved construction. The limitations and procedures for issuance of revenue bonds is governed by state statutes, as related to the type of district.

A special assessment is a charge imposed by the governmental entity upon the owners of property specifically benefited by "local" public improvements. The payment by the property owners of the assessment may be accomplished by any of several plans to accommodate installment type payments.

The nature of the facilities which can be financed by this method are limited to those that benefit the immediate locality and those property owners who are being assessed as opposed to one which confers a substantially equal benefit to the whole community or public-at-large. As a general rule, the assessment to any particular property owner cannot exceed the cost of the benefit the property owner receives.

Special assessment improvements are generally initiated by a petition of the property owners directly affected and, depending on the constitution, statutes, and local charter limitations, usually require an affirmative election by a majority of the property owners within the approved district.

Federal and state loans and grants are used extensively to assist in the financing of wastewater system projects. Potential sources of loans and grants for the area are the Farmers' Home Administration, Four Corners Regional Commission, and the State of Colorado.

The Farmers' Home Administration makes loans at five percent interest for up to 40 years for communities under 10,000 population. Wastewater treatment facilities and collection systems are eligible for participation under this loan program. Grants can be made for up to 50% of project costs provided grant funds are available. The FHA will only become involved in a project if financing cannot be obtained through private concerns.

Areas, such as the Somerset area, which fall within the boundaries of the designated Four Corners area, may be eligible to receive grant and aid supplements to provide for part of the local share. The program must be a supplement to a federal grant program such as that available through the FHA.

The Department of Local Affairs, Division of Local Governments can provide grant assistance to districts for construction of public sewerage works. There is no maximum cutoff on percentage of state participation, but there is an effort to apportion funds as fairly as possible. Grants of 50% or more of construction costs are not uncommon.

D. SOURCES OF REVENUE

Once an initial financial program has been established, it must be determined how the district can derive revenue for making payments in the ensuing years. There are basically five methods of deriving revenue: initial tap-on fees, assessments, subsequent tap-on fees, and monthly user charges.

An initial tap-on fee can be charged to all customers who will utilize the facility. The initial tap-on fee is normally based on the direct benefits of the new facility. Subsequent tap-on fees are charged to individuals who do not participate in the original tap-on program. This fee is generally much higher than the original tap-on fee and is established in order to derive funds to make payments and to provide a benefit to the people who bring the system into reality.

The user charge is a monthly fee paid by the users of the system. It can be apportioned to annual operation and maintenance cost plus a debt retirement schedule. The monthly user charge will be the primary source of revenue for the area.

Investment of some funds received can also be used as a source of revenue. Interest derived from the investment funds can provide a valuable source of money. The money provided by interest on the investment can be used to help defray or lower costs and/or payments over the years, as well as utilization of part of the basic investment itself.

E. FINANCIAL PROGRAM

A financial program to bring the wastewater system into reality must be organized. The established program must consist of raising the capital for initial construction plus adequate revenue to cover anticipated debt service payments, operation and maintenance expenses and a balance of revenue for replacement funds.

The first item to consider for the financial program is securing the initial capital for construction of the system. The four alternatives which are available to meet this requirement were set forth in Section IX-C. The following program is considered to be most attractive; however, the official advice of the fiscal agent, the attorney, and/or appropriate governmental agency must be obtained.

1. Secure engineering and construction grant from the Division of Local Governments, State of Colorado.
2. Assess all property owners with developed property in the form of an initial tap-on fee.
3. Issue sewer revenue bonds to raise the remaining required capital.

The first phase of the program consists of procuring a construction and engineering grant from the Division of Local Government, State of Colorado. The Division will perform a fiscal analysis and, based upon the district's ability to pay, issue a Certificate of Financial Need authorizing a grant of whatever percentage is indicated by the analysis and availability of funds.

The assessment of all property owners who presently have developed property is recommended in the form of an initial tap-on fee. This assessment can vary and is of direct benefit to the owners since it will help lower the monthly service charge.

A Marketability and Feasibility Analysis should be performed to determine if sewer revenue bonds can be issued for financing the project. It is recommended that revenue bonds be issued to finance the remainder of project costs not provided for by grants, if results of the analysis indicates that it is feasible to do so. In the event the investment banker is unwilling to issue revenue bonds, attempts should be made to secure loans and grants from the Farmers' Home Administration and Four Corners Regional Commission.

Once a program for financing the initial construction has been completed, a program must be established to repay the debt service, and to obtain revenue to cover operation and maintenance costs. The recommended program consists of obtaining the necessary funds through subsequent tap-on fees and monthly user charges.

In order to perform the fiscal analysis, it was necessary to determine the number of prospective taps to the system and the amount of wastewater generated by each tap. The result of the study indicated there were 79 equivalent billing taps for Year 1. A tabulated summary follows on Table 15. The equivalent billing is based on 75 gpd per person X an average of 2.1 persons per household originating from a typical single family residence. The calculated equivalent billings are based on the best available data.

Table 15

Prospective Equivalent Taps

Area	Flow GPD	Equivalent Taps(1)	Equivalent Billing Taps(2)
Community of Somerset Area	10,275	65	65
Somerset Mine	4,500	28	14
Totals	14,775	93	79

(1) One equivalent tap equals a flow of 157.5 gpd (typical home = 75 gpd X average of 2.1 persons/household)

(2) Equivalent billing is based on amount of equivalent taps in total daily flow.

In the event the district had no initial tap fees, assessments or grants on the project, the total initial cost of $181,575 would have to be financed. This would equate to a monthly charge for the first year of $33.57 per month for a typical single family, considering annual debt payment, operation and maintenance costs, and specific requirements of the investment company.

In order to raise capital to help finance the project, an initial tap-on fee of $750 was established. Based on 79 initial tap equivalents, this would raise an estimated $59,250. Assuming this amount could all be collected prior to construction and could be applied to capital costs, a monthly user charge of $24.55 would still result. This high user rate indicates the district would probably qualify for a grant.

A grant of $90,788 is assumed based on the total Fiscal Analysis. With the grant, an estimated $90,787 would remain to be financed by the district through bonds or some other source.

It is recommended that zero growth be used by the district as a base on which to plan a program, due to limited geographical growth potential. With this in mind, an involved fiscal analysis was performed to determine a reasonable course of action to follow. Considered in the analysis were number of initial paying users, debt payments at 8% interest for 20 years, and annual operation and maintenance costs. Also considered was investing tap fees collected and applying a fixed annual amount of $6,500 towards reduction of monthly user charge rates from the investment and accrued interest. This resulted in a monthly user charge of $12.00 for a single family residence.

A tentative schedule of retirement for a $107,297 bond issue is set forth on Table 16. This schedule was used to develop a comparison of revenues and expenditures as shown on Table 17. The comparison takes into account a zero growth base as previously recommended. Service charge revenue is based on the $12.00 fee and includes the 120% annual debt service rate required by the investment banker. With the 120% annual debt service rate requirement, a surplus is maintained in order to insure adequate capital for replacement costs and security requirements.

A tentative schedule of tap-on fees and user charges, which resulted from the comparisons are set forth on Table 18.

TABLE 16

TENTATIVE SCHEDULE OF RETIREMENT
for
$107,297 Bond Issue
at 8% Interest
and Constant Annual Payment

Payment No.	Amount of Payment	Amount to Interest	Amount to Principal	Balance
1	$ 10,928	$ 8,584	$ 2,344	$ 104,953
2	10,928	8,396	2,532	102,421
3	10,928	8,194	2,734	99,687
4	10,928	7,975	2,953	96,734
5	10,928	7,739	3,189	93,545
6	10,928	7,484	3,444	90,101
7	10,928	7,208	3,720	86,381
8	10,928	6,910	4,018	82,363
9	10,928	6,589	4,339	78,024
10	10,928	6,242	4,686	73,338
11	10,928	5,867	5,061	68,277
12	10,928	5,462	5,466	62,811
13	10,928	5,025	5,903	56,908
14	10,928	4,553	6,375	50,533
15	10,928	4,043	6,885	43,648
16	10,928	3,492	7,436	36,212
17	10,928	2,897	8,031	28,181
18	10,928	2,254	8,674	19,507
19	10,928	1,561	9,367	10,140
20	10,928	788	10,140	0

TABLE 17

REVENUE AND EXPENDITURE COMPARISON[1]

Year	Tap Fee Revenue[2]	Revenue	Reserve[3]	Revenue[4]	Expenses	Bal. Avail. For Debt Service	Debt Service	Surplus After Expenses	Cumulative Surplus/ Reserve
1977	59,250	11,376	--	27,886	5,600	22,286	0	22,286	81,536
1978	--	11,376	6,500	17,876	5,770	12,106	10,928	1,178	81,922
1979	--	11,376	6,500	17,876	5,943	11,933	10,928	1,005	82,161
1980	--	11,376	6,500	17,876	6,113	11,763	10,928	835	82,247
1981	--	11,376	6,500	17,876	6,289	11,587	10,928	659	82,164
1982	--	11,376	6,500	17,876	6,462	11,414	10,928	486	81,901
1983	--	11,376	6,500	17,876	6,635	11,241	10,928	313	81,447
1984	--	11,376	6,500	17,876	6,808	11,068	10,928	140	80,788
1985	--	11,376	6,500	17,876	6,981	10,895	10,928	-33	79,911
1986	--	11,376	6,500	17,876	7,154	10,722	10,928	-206	78,798
1987	--	11,376	6,500	17,876	7,327	10,549	10,928	-379	77,435
1988	--	11,376	6,500	17,876	7,500	10,376	10,928	-552	75,804
1989	--	11,376	6,500	17,876	7,673	10,203	10,928	-725	73,885
1990	--	11,376	6,500	17,876	7,846	10,030	10,928	-898	71,659
1991	--	11,376	6,500	17,876	8,019	9,857	10,928	-1,071	69,104
1992	--	11,376	6,500	17,876	8,192	9,684	10,928	-1,244	66,197
1993	--	11,376	6,500	17,876	8,365	9,511	10,928	-1,417	62,914
1994	--	11,376	6,500	17,876	8,538	9,338	10,928	-1,590	59,228
1995	--	11,376	6,500	17,876	8,711	9,165	10,928	-1,763	55,111
1996	--	11,376	6,500	17,876	8,884	8,992	10,928	-1,936	50,533
1997	--	11,376	6,500	17,876	9,057	8,819	10,928	-2,109	45,461

1 - Based on zero growth base, 79 billing taps, 120% debt service payment requirement included in service charge for contingency and investment of $59,250 collected as initial tap fees at 7% interest.

2 - Not included in Total Revenue but appears in Surplus/Reserve

3 - Fixed annual deduction, from invested tap fees collected, applied to lowering user charge rate.

4 - Includes initial reserve contingencies required by bonding company.

TABLE 18

TENTATIVE
TAP FEE AND SERVICE CHARGE
SCHEDULE

Tap Fees

Initial single family residence	$ 750
Subsequent single family residence	1,500
Others based on single family equivalent	---

Service Charges

Residential User	$ 12.00/month
Apartments and Condominiums	Residential rate/unit/month
Mobile Homes	Residential rate/unit/month
Motels	20% residential rate/unit/month
Restaurants	6% residential rate/seat/month
Commercial, Others	Established on basis of flow as compared to residential use

X. PLAN IMPLEMENTATION

A decision must be known on possible Highway 133 expansion prior to implementation of the following plan. A decision on the highway that would adversely affect the Town area would dictate no further action should be contemplated on this plan until a total assessment were made on proposed highway action. This assessment might dictate that a modification of this report would be in order to meet the new criteria. A decision on the highway that would not affect the Town area would allow implementation of the following plan without change.

There are certain steps that we recommend the Board of Directors take in order to bring a proposed system to reality. These steps are based on the formation of a joint board by the County Commissioners to operate under the county-wide sanitation district already formed, as well as the securing of grants and bonds to finance the project. The plan considers construction during 1977, and the basic criteria would hold good for a reasonable time if construction were not possible at that time. The basic steps which should be initiated and pursued are as follows:

a. Board of Directors conduct a work session to approve this report.

b. Board of Directors determine the results of studies on possible highway expansion and whether any action would result in an impact to the Town area.

c. No further implementation of this plan should be made if highway expansion results in an impact to the Town area. The Board of Directors should contact the Engineer regarding a course of action for the particular circumstances.

d. No further action on the highway or highway expansion not resulting in an impact to the Town area would allow the Board of Directors to continue implementation of the plan according to the subsequent steps.

e. The Board of Directors take the required steps necessary for the County Commissioners to appoint a joint board to operate sewerage facilities in the Somerset area.

f. The Board advertises for a public impact hearing on the proposed project.

g. Concurrent steps:

(1) Submit three copies of the Preliminary Engineering Report to the Division of Local Governments, Department of Local Affairs for review and allocation of grant money for study.

(2) Contact the Division of Local Governments for a tentative commitment on grant monies that may be expected for the project.

(3) Board and Engineer meet with interested groups and explain the nature of the project and its significance.

(4) Investment Company conduct Marketability and Financial Feasibility Study to determine if bonds can be used as a source of revenue.

h. Board of Directors conduct a public input meeting on the proposed project.

i. Make formal application to the Department of Local Affairs for engineering and construction grant money.

j. The Board of Directors establish boundaries for the sanitation district in accordance with the law and along guidelines recommended in this section.

k. Initiate formation of a financial program for the project.

l. Engage engineer for preparation of plans and specifications.

m. Develop ongoing public information program.

n. Receive formal commitment from the Division of Local Government for grant money.

o. Engineer provide final cost estimate.

p. Submit applications for wastewater discharge permit and treatment plant site location.

q. Adopt complete financial program.

r. Adopt complete set of wastewater system ordinances for system (ongoing process).

s. Review final plans and specifications.

t. Submit plans and specifications to the Colorado Department of Health for review.

u. Initiate construction management program.

v. Advertise for project construction bids.

w. Investment banker issues bonds, if used in program financing.

x. Construction bids accepted and contract(s) awarded.

y. Construction program.

The area recommended for the Sanitation District would include the existing Water District, as depicted in Figure IX-1, and the portion of the Somerset Mine contributing flows for discharge within these boundaries.

SOMERSET DOMESTIC WATERWORKS DISTRICT

P.O. Box 549 Somerset, Colorado 81434

970-929-5211

January 24, 2017

Division of Local Government

Finance Specialist

1313 Sherman St, Room 521

Denver, Colorado 80203

Dear Sir or Madam:

Enclosed you will find the following:

Adopted budget for 2017

Resolution/Ordinance to Adopt Budget

Letter of Transmittal

Budget Message

Sincerely,

Phillip Buskirk

President

LETTER OF BUDGET TRANSMITTAL

THIS FORM IS TO BE COMPLETED AND SUBMITTED WITH THE ADOPTED BUDGET NO LATER THAN JANUARY 31.

To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Date: January 24, 2017

Attached is a copy of the 2017 budget for Somerset Domestic Waterworks District in Gunnison County, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on January 23, 2017. If there are any questions on the budget, please contact Phillip Buskirk at 970-929-5211, and 3764 Hwy 133 Somerset, C.

I, Phillip Buskirk, President

hereby certify that the enclosed is a true and accurate copy of the 2017 Adopted Budget.

BUDGET MESSAGE

(Pursuant to 29-1-103(1)(e), C.R.S.)

Somerset Domestic Waterworks District

Name of Local Government

(INSTRUCTIONS: Pursuant to section 29-1-103(1)(e), C.R.S., the budget must include the Budget Message. Fill in blank spaces and check any items that are applicable.)

The attached 2017 Budget for Somerset Domestic Waterworks District includes these *important features*:*

2016 water system required additional testing to maintain compliance with CDPHE. 2017 challenges include managing operations and extensive line work

* "*important features*" are not defined in statute; however, important features of the budget would include starting/ending a service; increases or decreases in levels of services, increases/decreases to revenues (taxes/rates) and/or expenditures; acquisition of new equipment; start or end of capital project; etc.

The budgetary basis of accounting timing measurement method used is:

- [x] Cash basis
- [ ] Modified accrual basis
- [ ] Encumbrance basis
- [ ] Accrual

The services to be provided/delivered during the budget year are the following:

provide potable water to all members of the district

SOMERSET DOMESTIC WATERWORKS DISTRICT
PROPOSED BUDGET 2017

REVENUES:		**Actual 2016**	**Proposed 2017**
Interest-Bank accounts		100.22	**100**
Misc. Income	$	2,563.92	**0**
Rent Income	$	1,000.00	**0**
Late fees	$	694.60	**500**
Total Water delivered		30,807.44	**30,000**
Carried over from 2016			**1,771**
TOTAL:	**$**	**35,166.18**	**32,371**

FUND BALANCES:		**12/31/2015**	**11/30/16**
General Fund	$	26,693.31	29,346
Money Market	$	31,396.69	31,487
Treatment Plant	$	27,769.92	27,849
	$	85,859.92	88,682

OPERATING EXPENSES:	**Budget 2016**	**Actual 2016**	**Proposed 2017**
Advertising	50	0.00	**80**
Bank Service Charges	0	25.00	**0**
Director's Fees	1,000	200.00	**0**
Education		448.77	**0**
Elections	400	86.50	**320**
Employee Compensation	4,500	3,540.02	**3,771**
Insurance Expense	3,300	3,729.00	**3,600**
Interest Expense*			
Membership and dues	300	369.90	**360**
Office expense	1,300	1,792.86	**800**
Operations & Maintenance	3,500	1,340.69	**1,500**
Professional Fees	1,250	510.00	**1,250**
Purchased Water	7,200	5,106.79	**5,000**
Repairs and Maintenance		431.37	**0**
Subscriptions		65.00	**65**
Utilities expense	2,446	3,190.02	**3,000**
Water Monitoring	500	4,535.35	**4,600**
*Treatment plant loan payment	8,024	8,024.26	**8,024**
TOTAL:	33,720.26	33,395.53	**32,370**
Difference			**0**

* TREATMENT PLANT LOAN *			
Principal	8024.26	5,274.31	
* Interest		2,749.95	
CAPITAL RESERVE	1,179.74	1,179.74	**1,180**

SOMERSET DOMESTIC WATERWORKS DISTRICT

8-Nov-15

Adopted Budget 2015

REVENUES:	2015
WATER FEES:	$ 32,922.00
Penalties:	
Excess water fees:	$ 300.00
Donations:	$ 865.00
INTEREST:	
General Fund:	$ 50.00
Capital Reserve:	
TOTAL:	$ 34,137.00

OPERATING EXPENSES:		2015
WATER		$ 1,800.00
UTILITIES		$ 2,100.00
Phone	356.90	
Electric	1135.09	
WAGE EXPENSE		$ 1,300.00
Insurance		$ 3,000.00
Bonds		$ 200.00
Office Supply		$ 1,050.00
Petty Cash		
Elections		$ 35.00
Upgrades and Maintenance		$ 7,500.00
Employee Compensation		$ 4,258.00
Directors Fees		$ 1,000.00
Water regulations		$ 450.00
Professional Fees		$ 1,390.00
Miscellaneous		$ 850.00
CAPITAL PROJECT:		
TREATMENT PLANT LOAN		$ 8,024.26
CAPITAL RESERVE		$ 1,179.74
TOTAL:		$ 34,137.00

FUND BALANCES:	**BEGINNING** 12/31/2013		**ENDING** 12/31/2014 Estimated
General Fund	$ 29,584.30	General Fund	$ 31,688.50
	$ 31,059.60	MM	$ 31,392.30
	$ 27,750.50	MM-Treatment	$ 27,762.96
	$ 88,394.40		$ 90,843.76

RESOLUTION/ORDINANCE TO ADOPT BUDGET

(Pursuant to 29-1-108, C.R.S.)

A RESOLUTION/AN ORDINANCE SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE Somerset Domestic Waterworks District

COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2017, AND ENDING ON THE LAST DAY OF DECEMBER, 2017.

WHEREAS, the Board of Directors of Somerset Domestic Waterworks Dis has appointed Phillip Buskirk to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, Phillip Buskirk, President has submitted a proposed budget to this governing body on January 23, 2017, for its consideration, and;

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on January 23, 2017, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget, and;

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves/fund balances so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Directors of the Somerset Domestic Waterworks Distric, Colorado:

Section 1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Somerset Domestic Waterworks Dist for the year stated above.

Section 2. That the budget hereby approved and adopted shall be signed by President and made a part of the public records of the County/City/Town/District.

ADOPTED, this 23rd day of January, A.D., 2017

Attest: _____
(Official's signature and title)

Phillip Buskirk President
(Official's signature and title)

Wastewater Treatment and Collection System Improvements PER - Somerset Domestic Waterworks District
Appendix H - Project Cost Estimates
Alternative 2 - Connect to a Nearby Entity (Consolidation)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
1	Decommission Existing Leach Field	1	LS	$ 25,000	$ 25,000
2	Remove and Replace Unsuitable Subgrade (30% of Trench)	2,053	CY	$ 80	$ 164,267
3	18-in Dia Bore and Casing	1	EA	$ 750	$ 750
4	8-in SDR 35 PVC Sewer Main	8,000	LF	$ 180	$ 1,440,000
5	4-ft Dia Manhole	32	EA	$ 7,000	$ 224,000
6	4-in SDR 35 PVC Sewer Service	1,240	LF	$ 80	$ 99,200
7	Duplex Lift Station, Valve Vault, and Controls	1	LS	$ 150,000	$ 150,000
8	4-in C900 PVC Force Main	52,800	LF	$ 70	$ 3,696,000
9	8-ft Dia Overflow Manhole	2	EA	$ 10,000	$ 20,000
10	Barbed Wire Fencing	200	LF	$ 5	$ 1,000
11	Emergency Backup Generator	1	EA	$ 35,000	$ 35,000
12	Tap Fees	62	EA	$ 2,500	$ 155,000
13	Miscellaneous Site Work	1	LS	$ 10,000	$ 10,000
				Subtotal Construction Costs	**$ 6,020,217**
Instrumentation and Controls					$ 20,000
Traffic Control					$ 125,000
Electrical					$ 15,000
Mobilization/Erosion Control/Site Restoration					$ 250,000
				Total Construction Cost	**$ 6,430,217**
Contingency (20%)					$ 1,286,043
Design Phase Basic Services					$ 554,200
Resident Project Representative					$ 259,600
Additional Services					$ 5,000
Owner Expenses					$ 359,732
				Total Non-Construction Cost	**$ 2,464,575**
				Total Project Cost	**$ 8,894,792**

OPERATIONS/MAINTENANCE ITEMS				
Item	**Description**	**Existing O&M Cost**	**Additional O&M Cost**	**Proposed O&M Cost**
1	Operator	$ -	$ 5,000	$ 5,000
2	Utilities	$ -	$ 2,741	$ 2,741
3	Chemicals	$ -	$ -	$ -
4	Sludge Removal	$ -	$ -	$ -
	Total Annual O&M Cost	**$ -**	**$ 7,741**	**$ 7,741**
	20-Year Present Worth of O&M Cost	**$ -**	**$ 146,982**	**$ 146,982**

SALVAGEABLE ITEMS						
Item	**Description**	**Capital Cost**	**Useful Life**	**Straight Line Depreciation per Year**	**20-Year Salvage Value**	**Single Payment Present Worth of 20-Year Salvage Value**
1	Duplex Lift Station, Valve Vault, and Controls	$ 150,000	30	$ 5,000	$ 50,000	$ 50,000
				Total Single Payment Present Worth of 20-Year Salvage Value		**$ 50,000**

Wastewater Treatment and Collection System Improvements PER - Somerset Domestic Waterworks District
Appendix H - Project Cost Estimates
Alternative 3 - Hauling to a Nearby Entity

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
1	Decommission Existing Leach Field	1	LS	$ 25,000	$ 25,000
2	Remove and Replace Unsuitable Subgrade (30% of Trench)	756	CY	$ 80	$ 60,444
3	18-in Dia Bore and Casing	1	EA	$ 750	$ 750
4	8-in SDR 35 PVC Sewer Main	3,000	LF	$ 180	$ 540,000
5	4-ft Dia Manhole	12	EA	$ 7,000	$ 84,000
6	4-in SDR 35 PVC Sewer Service	400	LF	$ 80	$ 32,000
7	Duplex Lift Station, Valve Vault, and Controls	1	LS	$ 75,000	$ 75,000
8	Sewer Holding Tank (10,000 gallons)	1	LS	$ 50,000	$ 50,000
9	Hauling Trucks	1	EA	$ 125,000	$ 125,000
10	Emergency Backup Generator	1	EA	$ 35,000	$ 35,000
11	Miscellaneous Site Work	1	LS	$ 10,000	$ 10,000
				Subtotal Construction Costs	**$ 1,037,194**
Instrumentation and Controls					$ 20,000
Traffic Control					$ 15,000
Electrical					$ 15,000
Mobilization/Erosion Control/Site Restoration					$ 40,000
				Total Construction Cost	**$ 1,127,194**
Contingency (20%)					$ 225,439
Design Phase Basic Services					$ 146,000
Resident Project Representative					$ 120,000
Additional Services					$ 5,000
Owner Expenses					$ 37,749
				Total Non-Construction Cost	**$ 534,188**
				Total Project Cost	**$ 1,661,382**

OPERATIONS/MAINTENANCE ITEMS				
Item	**Description**	**Existing O&M Cost**	**Additional O&M Cost**	**Proposed O&M Cost**
1	Operator	$ -	$ 17,940	$ 17,940
2	Utilities	$ -	$ 1,096	$ 1,096
3	Paonia Disposal Fees	$ -	$ 36,500	$ 36,500
4	Sludge Removal	$ -	$ -	$ -
	Total Annual O&M Cost	**$ -**	**$ 55,536**	**$ 55,536**
	20-Year Present Worth of O&M Cost	**$ -**	**$ 1,054,492.94**	**$ 1,054,493**

SALVAGEABLE ITEMS						
Item	**Description**	**Capital Cost**	**Useful Life**	**Straight Line Depreciation per Year**	**20-Year Salvage Value**	**Single Payment Present Worth of 20-Year Salvage Value**
1	Duplex Lift Station, Valve Vault, and Controls	$ 75,000	30	$ 2,500	$ 25,000	$ 25,000
				Total Single Payment Present Worth of 20-Year Salvage Value		**$ 25,000**

Wastewater Treatment and Collection System Improvements PER - Somerset Domestic Waterworks District
Appendix H - Project Cost Estimates
Alternative 4 - Evaporative System

ELEMENT ENGINEERING LLC

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
1	Decommission Existing Leach Field	1	LS	$ 25,000	$ 25,000
2	Remove and Replace Unsuitable Subgrade (30% of Trench)	2,623	CY	$ 80	$ 209,813
3	Excavation	122,590	CY	$ 2	$ 245,179
4	Synthetic Liner	614,699	SF	$ 1	$ 553,229
5	18-in Dia Bore and Casing	1	EA	$ 750	$ 750
6	8-in SDR 35 PVC Sewer Main	8,000	LF	$ 180	$ 1,440,000
7	4-ft Dia Manhole	32	EA	$ 7,000	$ 224,000
8	4-in SDR 35 PVC Sewer Service	1,240	LF	$ 80	$ 99,200
9	Duplex Lift Station, Valve Vault, and Controls	1	LS	$ 150,000	$ 150,000
10	4-in C900 PVC Force Main	2,000	LF	$ 70	$ 140,000
11	8-ft Dia Overflow Manhole	2	EA	$ 10,000	$ 20,000
12	Influent Magnetic Meter	1	EA	$ 7,500	$ 7,500
13	Land Acquisition	12	ACRE	$ 10,000	$ 120,000
14	Fill Material	24,518	CY	$ 5	$ 122,590
15	Barbed Wire Fencing	3,765	LF	$ 5	$ 18,824
16	Emergency Backup Generator	1	EA	$ 35,000	$ 35,000
17	Miscellaneous Site Work	1	LS	$ 10,000	$ 10,000
				Subtotal Construction Costs	**$ 3,421,085**
Instrumentation and Controls					$ 20,000
Traffic Control					$ 25,000
Electrical					$ 15,000
Mobilization/Erosion Control/Site Restoration					$ 150,000
Total Construction Cost					**$ 3,631,085**
Contingency (20%)					$ 726,217
Design Phase Basic Services					$ 574,200
Resident Project Representative					$ 259,600
Additional Services					$ 5,000
Owner Expenses					$ 223,697
				Total Non-Construction Cost	**$ 1,788,714**
				Total Project Cost	**$ 5,419,800**

OPERATIONS/MAINTENANCE ITEMS				
Item	**Description**	**Existing O&M Cost**	**Additional O&M Cost**	**Proposed O&M Cost**
1	Operator	$ -	$ 5,000	$ 5,000
2	Utilities	$ -	$ 2,741	$ 2,741
3	Chemicals	$ -	$ -	$ -
4	Sludge Removal	$ -	$ 5,238	$ 5,238
	Total Annual O&M Cost	**$ -**	**$ 12,979**	**$ 12,979**
	20-Year Present Worth of O&M Cost	**$ -**	**$ 246,433**	**$ 246,433**

SALVAGEABLE ITEMS						
Item	**Description**	**Capital Cost**	**Useful Life**	**Straight Line Depreciation per Year**	**20-Year Salvage Value**	**Single Payment Present Worth of 20-Year Salvage Value**
1	Duplex Lift Station, Valve Vault, and Controls	$ 150,000	30	$ 5,000	$ 50,000	$ 50,000
				Total Single Payment Present Worth of 20-Year Salvage Value		**$ 50,000**

Wastewater Treatment and Collection System Improvements PER - Somerset Domestic Waterworks District
Appendix H - Project Cost Estimates
Alternative 5 - Hybrid Activated Sludge System

ELEMENT ENGINEERING LLC

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
1	Decommission Existing Leach Field	1	LS	$ 25,000	$ 25,000
2	Remove and Replace Unsuitable Subgrade (30% of Trench)	2,623	CY	$ 80	$ 209,813
3	18-in Dia Bore and Casing	2	EA	$ 750	$ 1,500
4	8-in SDR 35 PVC Sewer Main	8,000	LF	$ 180	$ 1,440,000
5	4-ft Dia Manhole	32	EA	$ 7,000	$ 224,000
6	4-in SDR 35 PVC Sewer Service	1,240	LF	$ 80	$ 99,200
7	Duplex Lift Station, Valve Vault, and Controls	1	LS	$ 150,000	$ 150,000
8	4-in C900 PVC Force Main	2,000	LF	$ 70	$ 140,000
9	8-ft Dia Overflow Manhole	2	EA	$ 10,000	$ 20,000
10	Influent Magnetic Meter	1	EA	$ 7,500	$ 7,500
11	Automatically Raked Influent Screen and Channel	1	LS	$ 75,000	$ 75,000
12	Hybrid Activated Sludge Treatment System (Tanks, Slab, Pumps, Valves, Sensors, Controls, and Blowers)	1	LS	$ 928,460	$ 928,460
13	Influent Screen, Blowers, and UV System Building	1	LS	$ 50,000	$ 50,000
14	Alkalinity Feed	1	LS	$ 35,000	$ 35,000
15	Sludge Holding Basin	1	LS	$ 50,000	$ 50,000
16	UV Disinfection Module	1	LS	$ 30,000	$ 30,000
17	8-in SDR 35 PVC - Discharge Piping	2,000	LF	$ 180	$ 360,000
18	4-ft Dia Manhole - Discharge Piping	6	EA	$ 7,000	$ 42,000
19	Effluent Parshall Flume and Ultrasonic Transducer	1	LS	$ 25,000	$ 25,000
20	Yard Piping and Valves	1	LS	$ 10,000	$ 10,000
21	Land Acquisition	1	ACRE	$ 10,000	$ 10,000
22	Barbed Wire Fencing	1,000	LF	$ 5	$ 5,000
23	Emergency Backup Generator	1	EA	$ 35,000	$ 35,000
24	Miscellaneous Site Work	1	LS	$ 10,000	$ 10,000
				Subtotal Construction Costs	**$ 3,982,473**
	Instrumentation and Controls				$ 40,000
	Traffic Control				$ 25,000
	Electrical				$ 45,000
	Mobilization/Erosion Control/Site Restoration				$ 150,000
	Total Construction Cost				**$ 4,242,473**
	Contingency (20%)				$ 848,495
	Basic Services				$ 534,200
	Resident Project Representative				$ 259,600
	Additional Services				$ 5,000
	Owner Expenses				$ 251,958
				Total Non-Construction Cost	**$ 1,899,253**
				Total Project Cost	**$ 6,141,726**

OPERATIONS/MAINTENANCE ITEMS				
Item	**Description**	**Existing O&M Cost**	**Additional O&M Cost**	**Proposed O&M Cost**
1	Operator	$ -	$ 20,000	$ 20,000
2	Utilities	$ -	$ 6,853	$ 6,853
3	Chemicals	$ -	$ 500	$ 500
4	Sludge Removal	$ -	$ 10,476	$ 10,476
	Total Annual O&M Cost	**$ -**	**$ 37,828**	**$ 37,828**
	20-Year Present Worth of O&M Cost	**$ -**	**$ 718,256**	**$ 718,256**

SALVAGEABLE ITEMS						
Item	**Description**	**Capital Cost**	**Useful Life**	**Straight Line Depreciation per Year**	**20-Year Salvage Value**	**Single Payment Present Worth of 20-Year Salvage Value**
1	Duplex Lift Station, Valve Vault, and Controls	$ 150,000	30	$ 5,000	$ 50,000	$ 45,253
2	Hybrid Activated Sludge Treatment System (Tanks, Slab, Pumps, Valves, Sensors, Controls, and Blowers)	$ 928,460	30	$ 30,949	$ 309,487	$ 280,105
3	Alkalinity Feed	$ 35,000	30	$ 1,167	$ 11,667	$ 10,559
4	UV Disinfection Module	$ 30,000	30	$ 1,000	$ 10,000	$ 9,051
5	Influent Screen, Blowers, and UV System Building	$ 50,000	40	$ 1,250	$ 25,000	$ 22,627
Total Single Payment Present Worth of 20-Year Salvage Value						**$ 367,594**

Wastewater Treatment and Collection System Improvements PER - Somerset Domestic Waterworks District
Appendix H - Project Cost Estimates
Alternative 6 - Moving Bed Biofilm Reactor

ELEMENT ENGINEERING LLC

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
1	Decommission Existing Leach Field	1	LS	$ 25,000	$ 25,000
2	Remove and Replace Unsuitable Subgrade (30% of Trench)	2,623	CY	$ 80	$ 209,813
3	18-in Dia Bore and Casing	2	EA	$ 750	$ 1,500
4	8-in SDR 35 PVC Sewer Main	8,000	LF	$ 180	$ 1,440,000
5	4-ft Dia Manhole	32	EA	$ 7,000	$ 224,000
6	4-in SDR 35 PVC Sewer Service	1,240	LF	$ 80	$ 99,200
7	Duplex Lift Station, Valve Vault, and Controls	1	LS	$ 150,000	$ 150,000
8	4-in C900 PVC Force Main	2,000	LF	$ 70	$ 140,000
9	8-ft Dia Overflow Manhole	2	EA	$ 10,000	$ 20,000
10	Influent Magnetic Meter	1	EA	$ 7,500	$ 7,500
11	Automatically Raked Influent Screen and Channel	1	LS	$ 75,000	$ 75,000
12	Moving Bed Biofilm Reactor System (Tanks, Slab, Pumps, Valves, Sensors, Controls, and Blowers)	1	LS	$ 982,460	$ 982,460
13	Influent Screen, Blowers, and UV System Building	1	LS	$ 50,000	$ 50,000
14	DAF Building	1	LS	$ 50,000	$ 50,000
15	Alkalinity Feed	1	LS	$ 35,000	$ 35,000
16	Sludge Holding Basin	1	LS	$ 50,000	$ 50,000
17	UV Disinfection Module	1	LS	$ 30,000	$ 30,000
18	8-in SDR 35 PVC - Discharge Piping	2,000	LF	$ 180	$ 360,000
19	4-ft Dia Manhole - Discharge Piping	6	EA	$ 7,000	$ 42,000
20	Effluent Parshall Flume and Ultrasonic Transducer	1	LS	$ 25,000	$ 25,000
21	Yard Piping and Valves	1	LS	$ 10,000	$ 10,000
22	Land Acquisition	1	ACRE	$ 10,000	$ 10,000
23	Barbed Wire Fencing	1,000	LF	$ 5	$ 5,000
24	Emergency Backup Generator	1	EA	$ 35,000	$ 35,000
25	Miscellaneous Site Work	1	LS	$ 10,000	$ 10,000
				Subtotal Construction Costs	**$ 4,086,473**
Instrumentation and Controls					$ 40,000
Traffic Control					$ 25,000
Electrical					$ 45,000
Mobilization/Erosion Control/Site Restoration					$ 150,000
Total Construction Cost					**$ 4,346,473**
Contingency (20%)					$ 869,295
Basic Services					$ 534,200
Resident Project Representative					$ 259,600
Additional Services					$ 5,000
Owner Expenses					$ 257,043
				Total Non-Construction Cost	**$ 1,925,137**
				Total Project Cost	**$ 6,271,610**

OPERATIONS/MAINTENANCE ITEMS				
Item	**Description**	**Existing O&M Cost**	**Additional O&M Cost**	**Proposed O&M Cost**
1	Operator	$ -	$ 20,000	$ 20,000
2	Utilities	$ -	$ 6,853	$ 6,853
3	Chemicals	$ -	$ 500	$ 500
4	Sludge Removal	$ -	$ 10,476	$ 10,476
	Total Annual O&M Cost	**$ -**	**$ 37,828**	**$ 37,828**
	20-Year Present Worth of O&M Cost	**$ -**	**$ 718,256**	**$ 718,256**

SALVAGEABLE ITEMS						
Item	**Description**	**Capital Cost**	**Useful Life**	**Straight Line Depreciation per Year**	**20-Year Salvage Value**	**Single Payment Present Worth of 20-Year Salvage Value**
1	Duplex Lift Station, Valve Vault, and Controls	$ 150,000	30	$ 5,000	$ 50,000	$ 45,253
2	Moving Bed Biofilm Reactor System (Tanks, Slab, Pumps, Valves, Sensors, Controls, and Blowers)	$ 982,460	30	$ 32,749	$ 327,487	$ 296,396
3	Alkalinity Feed	$ 35,000	30	$ 1,167	$ 11,667	$ 10,559
4	UV Disinfection Module	$ 30,000	30	$ 1,000	$ 10,000	$ 9,051
5	Influent Screen, Blowers, and UV System Building	$ 50,000	40	$ 1,250	$ 25,000	$ 22,627
				Total Single Payment Present Worth of 20-Year Salvage Value		**$ 383,885**

Wastewater Treatment and Collection System Improvements
Somerset Domestic Waterworks District
OWTS: Minimum Soil Treatment Area Calculations

Design Flow (gpd)	Soil Type	LTAR (gpd/ft^2)	Required Treatment Area (ft^2)
9000	1	0.8	11250

Notes:
1. Soil type was estimated using information from a USGS Soil Survey Report and the most conservative LTAR values appropriate for the soils

CALCULATIONS:

A = Q/LTAR, where

A = soil treatment area in square feet required
Q = design flow in gpd
LTAR = Long Term Acceptance Rate in gpd/ft^2; values found in Table 7-1 of Gunnison County OWTS Regulations

Source: Gunnison County On-Site Wastewater Treatment System Regulations, Article 7.

Wastewater Treatment and Collection System Improvements
Somerset Domestic Waterworks District
Evaporation Pond Calculations

ELEMENT ENGINEERING LLC

Total Min Operating WL (Evap Area)	**431,000**	**ft^2**	**9.89**	**acres**
Top of Berm (Precip Area) per Pond	**157,615**	**ft^2**	**3.62**	**acres**
Total Top of Berm Area w/o Roads	**472,846**	**ft^2**	**10.86**	**acres**
Total Required Land Area	**524,155**	**ft^2**	**12.03**	**acres**

Sludge depth	0.5	ft
Min Operating WL	3	ft
Max Operating WL	5	ft
Freeboard	2	ft
Side Slope Ratio	2	
Pond Width to Length Ratio	3	
No. of Ponds	3	
Radius of Corner at Min WL	20	ft
Radius of Corner at TOB	28	ft
Width of Pond at Min WL	219	ft
Length of Pond at Min WL	657	ft
Width of Pond At TOB	235	ft
Length of Pond at TOB	673	ft
Width of Road	10	ft

Column #	1	2	3	4	5	6	7	8	9	10	11	12
Month	**Days/Month**	**WW Inflow (gal/day)**	**WW Inflow (gal)**	**WW Inflow (ft^3)**	**Avg. Precip (in)**	**Avg. Evap (in)**	**Avg. Precip (ft^3)**	**Avg. Evap (ft^3)**	**Avg. Seepage (ft^3)**	**OUTFLOW Evaporation + Seepage (ft^3)**	**INFLOW WW + Precip (ft^3)**	**Net Inflow (ft^3)**
January	31	18,000	558,000	74,594	1.04	1.23	40,979.96	44,177.50	0.00	44,177.50	115,574	**71,396**
February	28	18,000	504,000	67,375	1.09	1.44	42,950.15	51,540.42	0.00	51,540.42	110,325	**58,785**
March	31	18,000	558,000	74,594	1.42	2.26	55,953.40	80,992.08	0.00	80,992.08	130,547	**49,555**
April	30	18,000	540,000	72,188	1.18	3.69	46,496.49	132,532.50	0.00	132,533	118,684	**-13,848**
May	31	18,000	558,000	74,594	1.36	4.92	53,589.18	176,710.00	0.00	176,710	128,183	**-48,527**
June	30	18,000	540,000	72,188	0.79	5.95	31,129.01	213,524.58	0.00	213,525	103,317	**-110,208**
July	31	18,000	558,000	74,594	1.02	6.15	40,191.88	220,887.50	0.00	220,888	114,786	**-106,102**
August	31	18,000	558,000	74,594	1.2	5.54	47,284.57	198,798.75	0.00	198,799	121,878	**-76,920**
September	30	18,000	540,000	72,188	1.67	4.10	65,804.36	147,258.33	0.00	147,258	137,992	**-9,266**
October	31	18,000	558,000	74,594	1.74	2.87	68,562.62	103,080.83	0.00	103,081	143,156	**40,076**
November	30	18,000	540,000	72,188	1.39	1.64	54,771.29	58,903.33	0.00	58,903.33	126,959	**68,055**
December	31	18,000	558,000	74,594	1.22	1.23	48,072.64	44,177.50	0.00	44,177.50	122,666	**78,489**
Total	**365**	**216,000**	**6,570,000**	**878,282**	**15.12**	**41.00**	**595,785.55**	**1,472,583.33**	**0.00**	**1,472,583.33**	**1,474,067**	
					25.88 Deficit							

25 Yr - 24 Hr Precipitation Event			
Top of Berm Area (ft^2)	**Precipitation (in)**	**Precipitation (ft)**	**Precip Volume (ft^3)**
472,846	3.86	0.32	152,099

	Year 1	Year 2	Year 3	Year 4	Year 5	Max Pond Stage (ft)	Yr 5 Pond Stage (ft)
July	0	87,671	89,154	90,638	92,122	0.21	0.21
August	0	10,750	12,234	13,718	15,201	0.04	0.04
September	0	1,484	2,968	4,451	5,935	0.01	0.01
October	40,076	41,559	43,043	44,527	46,011	0.11	0.11
November	108,131	109,615	111,099	112,582	114,066	0.26	0.26
December	186,620	188,104	189,587	191,071	192,555	0.45	0.45
January	258,016	259,500	260,984	262,467	263,951	0.61	0.61
February	316,801	318,285	319,768	321,252	322,736	0.75	0.75
March	366,356	367,840	369,324	370,807	372,291	0.86	0.86
April	352,508	353,991	355,475	356,959	358,443	0.83	0.83
May	303,981	305,464	306,948	308,432	309,916	0.72	0.72
June	193,772	195,256	196,740	198,224	199,707	0.46	0.46

Notes:
1. Values listed = volume in pond at corresponding year and month in ft^3.
2. Values calculated by adding Net Inflow (Column #12) for corresponding month to previous month. If net volume < 0, 0 is listed.
3. Max Pond Stage = max volume in pond during corresponding month over five years divided by evaporation water surface area.
4. Yr 5 Pond Stage = volume in pond at year 5 during corresponding month divided by evaporation water surface area.

CALCULATIONS

1. Column #3 = #1 * #2
2. Column #4 = #3 * 0.1336806 ft^3/gal
3. Column #7 = #5 * Total Surface Area
4. Column #8 = #6 * Total Surface Area
5. Column #10 = #8 + #9
6. Column #11 = #4 + #7
7. Column #12 = #11 - #10

Max Yearly Pond Stage	**0.86**	**ft**
Min Yearly Pond Stage	**0.01**	**ft**
Pond Stage at Max with 24/25 (est.)	**1.19**	**ft**

This is historical material "frozen in time". The website is no longer updated and links to external websites and some internal pages may not work.

Circular A-94 Appendix C

Revised November 2016

OMB Circular No. A-94

Click here for PDF assistance

DISCOUNT RATES FOR COST-EFFECTIVENESS, LEASE PURCHASE, AND RELATED ANALYSES

Effective Dates. This appendix is updated annually. This version of the appendix is valid for calendar year 2017. A copy of the updated appendix can be obtained in electronic form through the OMB home page at http://obamawhitehouse.archives.gov/omb/circulars_a094/a94_appx-c/. The text of the Circular is found at http://obamawhitehouse.archives.gov/omb/circulars_a094/, and a table of past years' rates is located at http://obamawhitehouse.archives.gov/sites/default/files/omb/assets/a94/dischist.pdf. Updates of the appendix are also available upon request from OMB's Office of Economic Policy (202-395-3316).

Nominal Discount Rates. A forecast of nominal or market interest rates for calendar year 2017 based on the economic assumptions for the 2018 Budget is presented below. These nominal rates are to be used for discounting nominal flows, which are often encountered in lease-purchase analysis.

Nominal Interest Rates on Treasury Notes and Bonds of Specified Maturities (in percent)

3-Year	5-Year	7-Year	10-Year	20-Year	30-Year
1.4	1.7	1.9	2.1	2.5	2.8

Real Discount Rates. A forecast of real interest rates from which the inflation premium has been removed and based on the economic assumptions from the 2018 Budget is presented below. These real rates are to be used for discounting constant-dollar flows, as is often required in cost-effectiveness analysis.

Real Interest Rates on Treasury Notes and Bonds of Specified Maturities (in percent)

3-Year	5-Year	7-Year	10-Year	20-Year	30-Year
-0.5	-0.3	0.0	0.1	0.5	0.7

Analyses of programs with terms different from those presented above may use a linear interpolation. For example, a four-year project can be evaluated with a rate equal to the average of the three-year and five-year rates. Programs with durations longer than 30 years may use the 30-year interest rate.

Other Documents

Text of OMB Circular No. A-94 in HTML or PDF (22 pages, 78 kb)

Table of Past Years Discount Rates from Appendix C of OMB Circular No. A-94 (2 pages, 23 kb)

Memorandum, 2017 Discount Rates for OMB Circular No. A-94 (2 pages, 764 kb)

ELEMENT ENGINEERING LLC

SOMERSET DOMESTIC WATERWORKS DISTRICT

WATER TREATMENT & DISTRIBUTION SYSTEM IMPROVEMENTS ENVIRONMENTAL REPORT

SEPTEMBER 2017

WATER TREATMENT & DISTRIBUTION SYSTEM IMPROVEMENTS
ENVIRONMENTAL REPORT
FOR
SOMERSET DOMESTIC WATERWORKS DISTRICT

SEPTEMBER 2017

EE JOB NO.: 0016.0001

ELEMENT ENGINEERING LLC
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DEFINITIONS, ACRONYMS, AND ABBREVIATIONS (NOT ALL MAY BE FOUND IN THIS REPORT)

BOD_5	5-Day Biochemical Oxygen Demand
CDPHE	Colorado Department of Public Health and Environment
CDPS	Colorado Discharge Permit System
cm/sec	Centimeters per second
CY	Cubic Yards
DOLA	Department of Local Affairs
EA	Each
EDU	Equivalent Dwelling Unit
ECHO	Enforcement and Compliance History Online
EE	Element Engineering, LLC
EPA	Environmental Protection Agency
ft	Feet
gal	gallons
gpcd	Gallons per capita-day
gpd	Gallons per day
gpm	Gallons per minute
hp	Horsepower
HVAC	Heating, Ventilating and Air Conditioning
I&I	Inflow and Infiltration
kW	Kilowatts
lb/ac-day	Pounds per acre-day
lb/day	Pounds per day
LF	Linear Feet
LS	Lump Sum
mg/L	Milligrams per Liter
MGD	Million Gallons per Day
N/A	Not available or applicable
O&M	Operations and Maintenance
OMB	Office of Management and Budget
PEL	Preliminary Effluent Limitations
PVC	Polyvinyl Chloride
PW	Present Worth
RAS	Return Activated Sludge
ref.	Reference
RUS	Rural Utilities Services
SCADA	Supervisory Control and Data Acquisition
SFE	Single Family Equivalent
SF	Square Feet
SOG	Slab on Grade
TSS	Total Suspended Solids
USDA	United States Department of Agriculture
VFD	Variable Frequency Drives
WAS	Waste Activated Sludge
WWTP	Wastewater Treatment Plant
YR	Year

Name of Project:	Water Treatment & Distribution System
Applicant:	Somerset Domestic Waterworks District
Consultant:	Element Engineering, LLC 12687 W. Cedar Drive, Suite 350 Lakewood, CO 80228 Ph. 303-378-2969
Project Engineer:	Nicholaus P. Marcotte, P.E.
State Architect/SEC:	Thom H. Sakata, USDA RD
RD State Engineer:	Robert L. Scarpa, P.E., USDA

1 PURPOSE AND NEED FOR THE PROJECT

This Environmental Report (ER) has been prepared to provide information to the United States Department of Agriculture (USDA) Rural Development, Rural Utilities Service (Agency) Water and Environmental Program to aid in their environmental review process as required by the National Environmental Policy Act (NEPA) and the Agency's environmental policies and procedures. The information herein will enable the Agency to evaluate the environmental effect of the proposed project and classify it as a Categorical Exclusion (CE) or determine if it requires an Environmental Assessment (EA).

This ER will establish the purpose and assess the need for the proposed project, determine if all reasonable alternatives to the proposed project have been appropriately considered, evaluate the environmental effects of the proposed project and the alternatives considered, assess the significance of those effects, and specify mitigation measures where necessary. The ER will also document all correspondence with State, Federal, and local agencies with interest in the project. All information requested in USDA's RD Instruction 1970-B is included herein.

1.1 PROJECT DESCRIPTION (PROPOSED ACTION)

The Somerset Domestic Waterworks District (district) is located in west-central Colorado in unincorporated Gunnison County and lies along State Highway 133 between Delta and Carbondale. The area has seen heavy coal mining activity both in continuing operation and in the process of reclamation. The Oxbow Mine, which is currently three years into a ten-year reclamation process, lies directly to the north of the district.

The district provides water service to 73 single family homes and three (3) commercial/government entities (post office, community center, and mine office) in the unincorporated area known as the Community of Somerset. The district's service area is contained within Sections 08 and 17, Township 13 South, Range 90 West of the Sixth PM. Project maps are attached in Appendix A.

This project proposes replacement of the failing and undersized distribution system as well as the installation of flushing hydrants at dead ends to allow adequate flushing of the system and reduce water age. The project will consist of the installation of approximately 8,000 LF of 8-inch diameter pipe as well as associated valves, fire hydrants, and other appurtenances. This will require installation in very tight roadway and alley corridors. As such, complete replacement of the existing road base or asphalt is included in the project. As part of the distribution system rehabilitation, existing water meters will be replaced. Project maps are attached in Appendix A.

Additionally, the project includes the installation of a UVDGM certified UV disinfection device installed downstream of the filtration system prior to sodium hypochlorite feed for disinfection. In-line UV

disinfection systems certified by UVDGM are available from companies such as Trojan and Wedico. These typically consist of flanged inlet and outlet connections that are easily integrated into the existing water treatment facility piping (in an existing building). The installation will be relatively easy, consisting of cutting and removing ductile iron process piping and installation of the flanged UV system. Installation of the UV system will allow for significantly decreased chlorine (sodium hypochlorite) feed and thereby reduce the formation of DBPs. No trenching or soil disturbance will be required for the installation of the UV system. All installation activities will occur inside the existing water treatment building.

1.2 PURPOSE AND NEED OF THE PROPOSAL

The district was issued an Enforcement Order (EO) on April 17th, 2017 for violations pertaining to trihalomethanes (TTHMs) in the distribution system. The EO is attached in Appendix B. TTHMs are a disinfection byproduct formed when chlorine reacts with organic materials in the raw water. Typically, TTHM formation is compounded by water age in the system caused by numerous dead end lines. A bench scale test found extremely high levels of bromide in the raw water supply, which is a DBP precursor. The Oxbow Mine water treatment plant operator has made numerous changes to minimize TTHM formation including reducing system storage and chlorine feed. While these changes have helped reduce TTHM concentrations, they have not brought the system back into compliance.

According to a Memorandum of Agreement between the Gunnison Board of County Commissioners and Oxbow Mining, LLC the raw water intake system, water rights, water treatment facility, and water storage tank owned by Oxbow will be transferred to the Somerset Domestic Waterworks District upon cessation of mining reclamation activities. Currently, the Oxbow Mine is three years into a ten-year reclamation process, meaning all water infrastructure should be transferred to the district in 2024. Due to the necessity of the district to improve the water treatment system, the transfer of these assets must occur more rapidly than is currently planned as the district wishes to improve the system while under the district's ownership. Therefore, the Memorandum of Agreement must be modified and approved by Oxbow Mining and the district. A copy of the Memorandum of Agreement is located in Appendix C.

Also, while not an immediate compliance issue, the district's distribution system is aging and consists of inadequate pipe sizes of various materials. The district has reported numerous issues pertaining to the distribution system including leaks and breaks. In order to bring the system into compliance and install correctly sized water mains, improvements to the distribution system are required.

2 ASSESSMENT OF ALTERNATIVES – WASTEWATER TREATMENT PLANT

This section evaluates possible alternatives to reduce TTHMs in the distribution system, as well as a strategy for replacing aging and inadequately sized distribution system mains.

Aside from making operational changes to the treatment, storage, and distribution system to slow the formation of DBPs, there are several available technologies for reducing the formation of DBPs or removing DBP precursors to prevent their formation. According to the Environmental Protection Agency's (EPA) Complying with the Stage 2 Disinfectant and Disinfection Byproducts Rule: Small Entity Compliance Guide (February, 2007) there are several Best Available Technologies (BAT) for reducing DBP formation. Also, newer technologies such as MIEX are available. Therefore, several options for treatment are apparent:

1. Reduce chlorine concentrations (and therefore DBP formation) by using chloramines as a secondary disinfectant to maintain a chlorine residual in the distribution system instead of free chlorine.

2. Use ultraviolet (UV) light for primary disinfection and feed sodium hypochlorite as a secondary disinfectant for chlorine residual thereby significantly reducing chlorine feed and thereby DBP formation. Note: a 0.2 mg/L residual is required to be present in the distribution system per CDPHE regulations.

3. Remove bromide in raw water through adsorption resins such as Granular Activated Carbon (GAC) or MIEX and continue to feed sodium hypochlorite at the current rate.

Other treatment options are also available such as membrane treatment including reverse osmosis (RO) and nanofiltration, but these methods are costly to procure, install, and operate in comparison to adsorption alternatives recommended as BAT by the EPA and will not be analyzed as viable alternatives.

Each alternative is evaluated based on its design criteria, environmental impacts, land requirements, construction problems, operational aspects, and its overall cost. The following alternatives were evaluated:

Alternative 1 – No Action (Operational Changes Only)

Alternative 2 – Connect to a Nearby Entity (Consolidation)

Alternative 3 – Secondary Disinfection: Chloramine & Replace Distribution System

Alternative 4 – Primary Disinfection: UV Light & Replace Distribution System

Alternative 5 – Adsorption Pretreatment System & Replace Distribution System

All alternatives analyzed include the replacement of the failing and undersized distribution system. No action and consolidation are investigated as required, but have been found to be not viable.

2.1 ALTERNATIVE 1 – NO ACTION

Alternative 1, "No Action," will not be evaluated because the district must remedy the TTHM issue to return to state and federal compliance. Bench scale testing has shown that high levels of bromide are present in the raw water, which makes operational changes to reduce TTHM formation fruitless. Furthermore, the distribution system is deteriorating and contains inadequately sized mains and is in need of replacement. Therefore, this alternative is not deemed to be practicable and will not be discussed further in this report.

2.2 ALTERNATIVE 2 – CONNECT TO A NEARBY ENTITY (CONSOLIDATION)

There are no nearby public water systems within five miles. Furthermore, consolidation would not solve the issue of the deteriorating and inadequately sized distribution system with numerous dead end mains. Therefore, this alternative is not deemed to be practicable and will not be discussed further in this report.

2.3 ALTERNATIVE 3 – SECONDARY DISINFECTION: CHLORAMINE & REPLACE DISTRIBUTION SYSTEM

Although chlorine (either gaseous, granular, or liquid) is the most common disinfectant throughout the United States, chloramine is also used as a disinfectant. Chloramine is a combination of chlorine and ammonia that is considered a weaker disinfectant than chlorine and is not normally used as a primary disinfectant because of a relatively long required contact time.

Due to the fact that chloramines are require a much longer contact time than chlorine, this alternative considers using chlorine (sodium hypochlorite) as a primary disinfectant and chloramine to maintain the system residual. According to EPA research, water treated by chloramine contains fewer regulated DBPs than water treated by chlorine. In this alternative, sodium hypochlorite would be fed as it currently is to kill viruses and bacteria but at a lower rate, and chloramine would be fed in at a sufficient rate to provide a chlorine residual.

It is important to note that EPA research has also documented that water treated with chloramine may contain less regulated DBPs, but is more likely to contain both different and higher concentrations of unregulated disinfection byproducts. Examples of unregulated disinfection byproducts include nitrosamines, iodo-trihalomethanes, and iodo-acids (per EPA Water Systems, Disinfection Byproducts, and the Use of Monochloramine, located in Appendix D).

Furthermore, chloramine contains ammonia, which is technically a waste product and can degrade water quality. Feeding chloramine would likely be a controversial issue in Somerset as community members are averse to feeding more chemicals into the drinking water.

In addition, adding of ammonia to the drinking water stream will adversely affect any wastewater treatment process that is implemented. Due to the operation, maintenance, and community sensitivity to feeding additional chemicals into the drinking water stream, and the fact that more unregulated disinfection byproducts would likely be produced, chloramine as a secondary disinfectant is not considered a viable long-term alternative. Therefore, this alternative is not deemed to be practicable and will not be discussed further in this report.

2.4 ALTERNATIVE 4 – PRIMARY DISINFECTION: UV & REPLACE DISTRIBUTION SYSTEM

Ultraviolet disinfection is commonly used for wastewater disinfection in the United States, but can also be used as a primary disinfection method for water treatment. The downside of UV disinfection for water treatment is that there is no "proof" (free chlorine residual) of complete virus and bacteria kills as there is with the use of chlorine. However, if paired with sodium hypochlorite as a secondary disinfectant, used only to maintain the required 0.2 mg/L chlorine residual, the use of UV disinfection can significantly decrease the amount of chlorine feed and therefore DBP formation.

Currently, there are two widely used UV certification systems: NSF55A and UVDGM. There is an important distinction between NSF55A and UVDGM certification. The UVDGM requires that UV equipment be validated for the intended operation conditions by the manufacturer and routinely in the field. The validation requirements of the UVDGM are rigorous, and therefore, operator intensive and costly. Manufacturers of UV equipment do not typically go to the expense of validation for low-cost equipment (equipment affordable to a small community). As a practical result, there are few, if any, UV options for small systems that have been validated in accordance with UVDGM.

According to the CDPHE Basis for Acceptance of NSF/ANSI Standard 55 Class "A" Ultraviolet Disinfection Equipment for Use in Small Public Water Systems in Colorado (Basis for Acceptance, see Appendix E):

> "There are numerous small PWS's in Colorado that often lack the resources and level of sophistication that larger PWS's have available. For the purpose of this paper, a "small" PWS is defined as having an individual treatment plant capacity of less than 100 gallons per minute (gpm). These systems typically do not have full-time on-site water treatment operators. These systems typically have a fixed flow rate treatment capacity best described in gallons-per-minute (gpm) rather than million-gallons-per-day (MGD). The water source(s) for the small PWS are typically fixed flow rate wells, springs, or infiltration galleries, often classified as GWUDI. These small PWS's can benefit from the use of the low cost, widely available NSF Standard 55 Class A UV (NSF55A) equipment. The State of Colorado finds that under certain limited circumstances, NSF55A equipment can provide treatment efficacy equivalent to that required by the US EPA's 2006 Ultraviolet Disinfection Guidance Manual (UVDGM)."

If UVDGM equipment is not available, this leaves only NSF55A rated equipment. According to the CDPHE Basis of Acceptance, no virus or Cryptosporidium inactivation credits are awarded to NSF55A approved UV systems. Also, only 0.5 log inactivation of giardia is awarded in combination with monitoring requirements. Therefore, significant chlorine feed will still be required to obtain 4 log inactivation of viruses, Cryptosporidium, giardia, and chlorine residual. In fact, the addition of NSF55A UV equipment would only slightly reduce the amount of chlorine necessary for disinfection of the referenced pathogens. Therefore, this PER will assume the use of UVDGM certified equipment for UV disinfection.

The proposed UV system should be pilot tested at the facility before final installation to ensure adequate treatment can be achieved while significantly reducing TTHMs in the distribution system. The cost of this pilot testing is included in the cost estimates presented.

As noted, this alternative also explores the replacement of the distribution system with correctly sized piping and associated valves, fire hydrants, and other appurtenances.

2.4.1 Alternative 4 - Project Description

This alternative includes the installation of a UVDGM certified UV disinfection device installed downstream of the filtration system prior to sodium hypochlorite feed for disinfection. In-line UV disinfection systems certified by UVDGM are available from companies such as Trojan and Wedico. These typically consist of flanged inlet and outlet connections that are easily integrated into the existing water treatment facility piping (in an existing building). The installation will be relatively easy, consisting of cutting and removing ductile iron process piping and installation of the flanged UV system. Installation of the UV system will allow for significantly decreased chlorine (sodium hypochlorite) feed and thereby reduce the formation of DBPs.

In addition, this alternative includes the replacement of the distribution system. This will require the installation of correctly sized water mains in very tight roadway and alley corridors. As such, this alternative assumes complete replacement of the existing road base or asphalt. Also, fire hydrants, valves, meters, and meter pits are included.

2.4.2 Alternative 4 - Design Criteria

The UV disinfection system must be designed to CDPHE Design Criteria for Potable Water Systems, Section 4.4.9 Ultra Violet (UV) Light for Disinfection. Additionally, the October 11, 2011 CDPHE UV acceptance letter must be followed (see Appendix E).

There are no local water system design criteria that are mandated. Therefore, the water system will be designed according to standard and accepted best engineering practices. This includes required spacing for fire hydrants, number of valves and spacing of valves, location of meter pits, and pipe bury depth. Also, flushing hydrants will be installed at dead-ends to allow flushing to limit water age in the distribution system.

2.4.3 Alternative 4 - Environmental Impacts

There are no environmental impacts associated with the installation of the UV equipment. All equipment will be installed inside of the existing water treatment plant building.

The installation of the new water distribution system will include digging up previously disturbed soils, removing, and replacing the existing water distribution system. Due to the very small width of the roads and alleys in the Somerset community, there are no additional utility corridors available to place new pipe and abandon the old. Therefore, temporary water service will be provided while the contractor removes and replaces the existing system. Flushing hydrants will be placed on dead end mains.

No construction will take place within the 100-year floodplain or wetlands. Also, an environmental report (ER) has been prepared as a sister document to this PER.

2.4.4 Alternative 4 - Land Requirements

No additional land will be required for the installation of the UV disinfection system as it will be installed within the existing treatment building.

Minor easement acquisition may be necessary for the distribution system. Easement costs will be negotiated with land owners. The project cost estimates include assumed costs for easement acquisition.

2.4.5 Alternative 4 – Construction Problems

No major construction problems are expected during the installation of the UV system. As the facility only operates one to two times per week it is possible to complete the installation while the facility is offline, eliminating any treatment facility downtime.

Construction problems associated with the water distribution system are common to those in small communities throughout the Rocky Mountains. These include digging through rocky soils and small restricted utility corridors. In addition, it is assumed that the contractor will install and maintain a temporary water distribution system in order to maintain service to all customers during construction.

2.4.6 Alternative 4 – Operational Aspects

Operation and maintenance aspects of the proposed UV system include replacement of lamps and sleeves as necessary. These are not considered onerous duties and will not require an additional operator or a significant increase in the contract cost of the current operator.

As the distribution system will be sized to modern standards (6-inch and 8-inch diameter mains) a flushing program must be created and maintained in order to prevent additional DPB formation and an overall reduction of water quality.

2.4.7 Alternative 4 - Cost Estimate

Detailed construction costs, non-construction costs, changes to district operations & maintenance costs, and salvage values for Alternative 4 are attached in Appendix F. The cost estimates shown assume a 0.5% interest rate as shown in Appendix C of OMB Circular A-94. A copy of this document is attached in Appendix G. A summary of the costs is presented in Table 1.

Table 1 – Alternative 4 Cost Summary

Cost Variable	Cost
Construction Cost	$ 3,271,861.32
Non-Construction Cost	$ 813,110.17
Contingency	$ 654,372.26
Total Project Cost	$ 4,739,343.75
20-Year Present Worth Change in Yearly O&M	$ 889,614.13
Present Worth of Salvage Value	$ (860,941.09)
20-Year Present Worth of Project Costs	**$ 4,768,016.80**

2.4.8 Alternative 4 -Advantages/Disadvantages

The advantages for this alternative include the following:

- UV system allows for much less chlorine feed, therefore reducing DBP formation.

- Less funds are spent on chemicals.
- Correctly sized distribution system is installed with ancillary hydrants, valves, and meters.

The disadvantages of this alternative include the following:

- Actual effect on DBP formation from the reduction of chlorine feed is unknown. DBPs still may be above the MCL.
- Additional equipment to operate and maintain.
- Replacement of the distribution system is costly and inconvenient to the community.

2.5 ALTERNATIVE 5 – ADSORPTION PRE-TREATMENT SYSTEM & REPLACE DISTRIBUTION SYSTEM

This alternative explores the installation of a pretreatment system containing magnetic ion exchange resin inside of the existing water treatment plant. This system would remove the bromide from the raw water prior to filtration and disinfection and would significantly reduce the DBP formation in the treated water.

As noted, this alternative also explores the replacement of the distribution system with correctly sized piping and associated valves, fire hydrants, and other appurtenances.

2.5.1 Alternative 5 - Project Description

A fiberglass pre-treatment unit containing a MIEX resin will be installed in the existing treatment building. The resin contactor is too tall for the existing roof so a small portion (10-ft x 10-ft) would need to be raised and re-roofed in order to provide sufficient access for the operator. The adsorption system will require periodic recharge. Reject water from the recycle stream will be directed to the existing backwash storage pond for evaporative disposal.

In addition, this alternative includes the replacement of the distribution system. This will require the installation of correctly sized water mains in very tight roadway and alley corridors. As such, this alternative assumes complete replacement of the existing road base or asphalt. Also, fire hydrants, valves, meters, and meter pits are included.

2.5.2 Alternative 5 - Design Criteria

The design criteria for this alternative will follow the CDPHE Design Criteria for Potable Water Systems. The MIEX system was bench scale tested at the water treatment plant on July 18, 2017. The results of this bench scale test are attached in Appendix H. It is also highly recommended to complete a full-scale pilot test of the MIEX system prior to design to ensure the media indeed works and does not have higher affinities for other constituents in the source water.

There are no local water system design criteria that are mandated. Therefore, the water system will be designed according to standard and accepted best engineering practices. This includes required spacing for fire hydrants, number of valves and spacing of valves, location of meter pits, and pipe bury depth. Also, flushing hydrants will be installed at dead-ends to allow flushing to limit water age in the distribution system.

2.5.3 Alternative 5 - Environmental Impacts

There are no environmental impacts associated with the adsorption system. The system will be placed in the existing water treatment plant building.

The installation of the new water distribution system will include digging up previously disturbed soils, removing, and replacing the existing water distribution system. Due to the very small width of the roads and alleys in the Somerset community, there are no additional utility corridors available to place new pipe and abandon the old. Therefore, temporary water service will be provided while the contractor removes and replaces the existing system. Flushing hydrants will be placed on dead end mains.

No construction will take place within the 100-year floodplain or wetlands. Also, an environmental report (ER) has been prepared as a companion document to this PER.

2.5.4 Alternative 5 - Land Requirements

No additional land will be required for the installation of the adsorption system as it will be installed within the existing treatment building.

Minor easement acquisition may be necessary for the distribution system. Easement costs will be negotiated with land owners. The project cost estimates include assumed costs for easement acquisition.

2.5.5 Alternative 5– Construction Problems

No major construction problems are expected during the installation of the adsorption system. As the facility only operates one to two times per week it is possible to complete the installation while the facility is offline, eliminating any treatment facility downtime.

Construction problems associated with the water distribution system are common to those in small communities throughout the Rocky Mountains. These include digging through rocky soils and small restricted utility corridors. In addition, it is assumed that the contractor will install and maintain a temporary water distribution system in order to maintain service to all customers during construction.

2.5.6 Alternative 5 – Operational Aspects

Operation and maintenance aspects of the proposed adsorption system include periodic addition of resin and maintenance of the skid mounted system. These are not considered onerous duties and will not require an additional operator or a significant increase in the contract cost of the current operator.

As the distribution system will be sized to modern standards (6-inch and 8-inch diameter mains) a flushing program must be created and maintained in order to prevent additional DPB formation and an overall reduction of water quality.

2.5.7 Alternative 5 - Cost Estimate

Detailed construction costs, non-construction costs, changes to district operations & maintenance costs, and salvage values for Alternative 5 are attached in Appendix F. The cost estimates shown assume a 0.5% interest rate as shown in Appendix C of OMB Circular A-94. A copy of this document is attached in Appendix G. A summary of the costs is presented in Table 2.

Table 2 – Alternative 5 Cost Summary

Cost Variable	Cost
Construction Cost	$ 3,525,448.83
Non-Construction Cost	$ 825,508.03
Contingency	$ 705,089.77
Total Project Cost	$ 5,056,046.63
20-Year Present Worth Change in Yearly O&M	$ 727,461.57
Present Worth of Salvage Value	$ (860,941.09)
20-Year Present Worth of Project Costs	$ 4,922,567.11

2.5.8 Alternative 5 -Advantages/Disadvantages

The advantages for this alternative include the following:

- DBP precursors are eliminated.
- Relatively easy installation and modification of existing treatment process.
- Correctly sized distribution system is installed with ancillary hydrants, valves, and meters.

The disadvantages of this alternative include the following:

- Resin must be periodically replaced to account for resin loss.
- Current levels of chlorine are still required to be fed (no reduction in chemical costs).
- Replacement of the distribution system is costly and inconvenient to the community.

3 SELECTION OF AN ALTERNATIVE

3.1 PRESENT WORTH (LIFE CYCLE) COST ANALYSIS

To estimate the present worth of the two viable alternatives, all costs incurred were put into terms of present value according to a 20-year life cycle. The Real Federal Discount Rate from "Appendix C of OMB Circular A-94" (attached in Appendix G of this report) was used to estimate the annual operation and maintenance values in terms of present worth. According to this document, the Real Discount Rate for a 20-year life cycle cost is 0.5%. Table 3 summarizes the 20-Year Present Worth of Project Costs for both viable alternatives. Detailed cost estimates are attached in Appendix F.

Table 3 – 20-Year Present Worth of Project Cost

Alternative	20-Year Present Worth of Project Cost
Alternative 4	$ 4,768,016.80
Alternative 5	$ 4,922,567.11

4 SELECTION OF AN ALTERNATIVE

4.1 DESCRIPTION OF RECOMMENDED PROJECT

The recommended project is to install a UVDGM certified UV disinfection device installed downstream of the filtration system prior to sodium hypochlorite feed for disinfection. In-line UV disinfection systems certified by UVDGM are available from companies such as Trojan and Wedico. These typically consist of flanged inlet and outlet connections that are easily integrated into the existing water treatment facility piping (in an existing building). The installation will be relatively easy, consisting of cutting and removing ductile iron process piping and installation of the flanged UV system. Installation of the UV system will allow for significantly decreased chlorine (sodium hypochlorite) feed and thereby reduce the formation of DBPs.

Additionally, the project includes the replacement of the failing and undersized distribution system as well as the installation of flushing hydrants at dead ends to allow adequate flushing of the system and reduce water age. The project will consist of the installation of approximately 8,000 LF of 8-inch diameter pipe as well as associated valves, fire hydrants, and other appurtenances. This will require installation in very tight roadway and alley corridors. As such, complete replacement of the existing road base or asphalt is included in the project. As part of the distribution system rehabilitation, existing water meters will be replaced.

4.2 TOTAL PROJECT COST ESTIMATE

The total project cost estimate for the recommended alterative is presented in Table 1, which includes all construction and non-construction costs.

4.3 OPERATION AND MAINTENANCE (O&M) COSTS

The completion of this project will increase O&M costs to the district as the district will take over the O&M responsibilities of the water treatment plant from Oxbow Mine. However, the installation of the UV system will not significantly increase existing O&M at the treatment plant for the existing operator. Additionally, the construction of an adequately sized distribution system in good condition will reduce the O&M requirements of the distribution system.

4.4 RESERVES (SHORT LIVED ASSETS)

Additional costs will need to be set aside annually to cover timely replacement costs of short lived assets for the entire water system. Short lived assets are equipment and/or material that will last less than 20 years. Table 4 shows the annual reserve requirements for the water system.

Table 4 – Water System Short Lived Asset Reserve

Item	Description	Quantity	Units	Replacement Costs	Recurring Replacement Cost	Service Life/Replacement Cycle (Years)	Annual Reserve Requirement
1	Water Meter	5	EA	$650	$3,250	5	$650
2	Booster Pump	1	EA	$2,500	$2,500	5	$500
3	Chemical Feed Pump	1	EA	$850	$850	5	$170
Annual Totals to be Reserved in Addition to Operations and Maintenance							**$1,320**

4.5 DEBT REPAYMENTS FOR LOANS

The total project cost broken into yearly and monthly costs are shown in Table 5. The required increase to rates necessary to support the project is shown in Table 6. This assumes no grant is provided.

Table 5 – Water System Total, Annual, and Monthly Project Breakdown (No Grant)

Total Project Cost	Total Loan	Yearly Loan Payment[1]	Additional Annual O&M	Short Lived Assets	Annual Reserve Requirement	Total Project Yearly Cost	Total Monthly Cost
$4,739,344	$4,739,344	$188,798	$46,853	$1,320	$18,880	$255,850	$21,321
[1]Assumes 2.5% interest rate loan at a term of 40 years.							

Table 6 – Water System Rate Increase (No Grant)

Total Taps	Total Monthly Cost	Additional Fee per Tap	Existing Fee	Proposed Fee
76	$21,321	$280.54	$33.79	$314.33
[1]Assumes 2.5% interest rate loan at a term of 40 years.				

Required increases to rates necessary to support the project assuming a $1,000,000 DOLA grant and a 50% USDA grant are shown in Table 7 and Table 8 respectively.

Table 7 – Water System Total, Annual, and Monthly Project Breakdown (Partial Grant)

Total Project Cost	DOLA Grant	USDA Grant (50%)	Total Loan	Yearly Loan Payment[1]	Additional Annual O & M	Short Lived Assets	Annual Reserve Requirement	Total Project Yearly Cost	Total Monthly Cost
$4,739,344	$1,000,000	$1,869,672	$1,869,672	$74,481	$46,853	$1,320	$7,448	$130,102	$10,841.80
[1]Assumes 2.5% interest rate loan at a term of 40 years.									

Table 8 – Water System Rate Increase (Partial Grant)

Total Taps	Total Monthly Cost	Additional Fee per Tap	Existing Fee	Proposed Fee
76	$10,842	$142.66	$33.79	$176.45
[1]Assumes 2.5% interest rate loan at a term of 40 years.				

Table 9 shows the 20-year cash flow for the water system project assuming no grant.

Table 9 – 20-Year Cash Flow

Year	Population	Number of Taps	Additional Monthly Water Base Charge	Additional Annual Revenue	Yearly Project Cost	Revenue vs. Expenses	Fund Balance (Cash Basis)
2017	182	76	$ 280.54	$ -	$ -	$ -	$ -
2018	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2019	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2020	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2021	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2022	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2023	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2024	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2025	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2026	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2027	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2028	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2029	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2030	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2031	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2032	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2033	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2035	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2036	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2037	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
				$ 4,349,453.11	**$ 4,349,453.11**	**$ -**	

4.6 PROJECT IMPLEMENTATION

Table 10 details the estimated schedule to implement the recommended alternative.

Table 10 – Water System Implementation Schedule

Milestone	Completion Date
Public Hearing	To Be Determined
Preliminary Engineering and Environmental Reports to USDA	September 2017
Preliminary Engineering and Environmental Reports Approved	November 2017
Secure Bridge Financing for Design and Bidding	November 2017
Bidding and Construction Start	June 2018
Substantial Completion and Start-up	April 2019
Final Completion	June 2019

5 AFFECTED ENVIRONMENT/ENVIRONMENTAL CONSEQUENCES

This section will explore the effected environmental consequences of the alternative deemed the most reasonable. The following sections describe how this alternative will affect land use, important farmland, floodplains, wetlands, historic properties, biological resources, water quality issues, costal resources, socio-economic resources, and other miscellaneous environmental issues.

5.1 LAND USE

5.1.1 Affected Environment

The UV system will be housed entirely within the existing treatment building. No excavation will be required for this portion of the project.

The distribution system improvements will be constructed entirely within previously disturbed soils. Pipe will be replaced in place at either existing elevations or raised elevations. The construction of hydrants and valves will occur within right-of-way. Asphalt or road base will be replaced in areas of construction. Therefore, no changes to land use are expected as a result of the project.

5.1.2 Environmental Consequences

No major environmental consequences to the land are expected. The only land affected by this project has been previously disturbed.

5.1.3 Mitigation

All necessary precautions will be taken during construction to ensure no adverse effects are seen such as erosion or contamination. There are no anticipated impacts to existing farmlands or formally classified lands. Accepted erosion control practices during the construction of this project will be utilized.

5.2 FLOODPLAINS

5.2.1 Affected Environment

According to the Federal Emergency Management Agency's Flood Insurance, none of the district's water mains or customers are in the 100-year floodplain. The floodplain for the adjacent North Fork of the Gunnison River is located directly to the south of the district's service area. Additionally, the water treatment system and storage tanks are also located outside of the 100-year floodplain. The floodplain map for the area is attached in Appendix A.

5.2.2 Environmental Consequences

No environmental consequences are expected as the project is outside of the floodplain.

5.2.3 Mitigation

No mitigation is required because the project is outside of the floodplain.

5.3 WETLANDS

5.3.1 Affected Environment

There are no wetlands near the project area. A wetlands map obtained through the National Wetlands Inventory website is attached in Appendix A.

5.3.2 Environmental Consequences

No environmental consequences to wetlands are expected as wetlands are not located near the proposed project site.

5.3.3 Mitigation

There are no anticipated consequences to existing wetlands. Mitigation is not required.

5.4 HISTORIC PROPERTIES

5.4.1 Affected Environment

The UV system will be housed entirely within the existing treatment building. No excavation will be required for this portion of the project. The distribution system improvements will be constructed entirely within previously disturbed soils. Pipe will be replaced in place at either existing elevations or raised elevations. The construction of hydrants and valves will occur within right-of-way. A letter initiating correspondence with the State Historic Preservation Office was sent on July 5, 2017 for review and recommendations for the project. A response of No Historic Properties Affected was received on August 22, 2017.

5.4.2 Environmental Consequences

No environmental consequences are expected as there are no known or expected historic properties within the project area.

5.4.3 Mitigation

No mitigation is required as there are no known or expected historic properties within the project area. Should any object of possible historic importance be discovered during construction, activities will be halted until the State Historic Preservation Office can review the object and provide instruction to proceed.

5.5 BIOLOGICAL RESOURCE

5.5.1 Affected Environment

To determine the potential fish and wildlife species in the area, a preliminary IPac Trust Resources Report was requested to obtain information regarding potential impacts to fish and wildlife in the project area. This list is attached in Appendix I and contains three bird species, five fish species, one insect species, and two mammals. According to the official species list, there are no critical habitats that lie within the project area.

The United States Department of Fish and Wildlife Service (USFWS) was contacted to verify that there is no expected effect on biological resources in the project area.

5.5.2 Environmental Consequences

No consequences as a result of the proposed project are expected to any Federally Listed Species.

5.5.3 Mitigation

There are no anticipated consequences to existing biologic resources. Mitigation is not required beyond performing all best management practices (BMP) during construction.

5.6 WATER QUALITY ISSUES

5.6.1 Affected Environment

The North Fork of the Gunnison River exists to the south of the service area. Additionally, groundwater in the area may be affect by water quality issues in the service area.

Currently, the poor state of the distribution system may allow groundwater to enter the system, resulting in a water quality concern. It is imperative that potable water supply pipe is impermeable to external sources of contamination to ensure adequate water quality.

5.6.2 Environmental Consequences

The only anticipated possible affect to water quality in the project area would occur during construction activities due to runoff or erosion if care is not taken. At the completion of the project, water quality in the system will be increased due to the significant reduction of DBPs. Additionally, the replaced distribution system will ensure groundwater cannot enter the distribution system, eliminating a water quality concern.

5.6.3 Mitigation

BMP for erosion and general construction activities will be utilized during the implementation of this project to minimize environmental effects. Erosion control may include but is not limited to rock socks, concrete washout boxes, inlet protection, and tracking control. No further mitigation will be required.

5.7 COASTAL RESOURCES

Coastal resources are not applicable to this project as no part of the proposed project is on or near a coastal zone.

5.8 SOCIO-ECONOMIC/ENVIRONMENTAL JUSTICE

5.8.1 Affected Environment

The affected area of the proposed project is only in existing right-of-way or within the existing water treatment building. No people or housing will be displaced by the proposed project. The project will have no disproportionately high adverse human effects to the community. The proposed project will benefit all residents of the district, an area with a median household income (MHI) well below that of the state average MHI.

5.8.2 Environmental Consequences

No consequences related to socio-economic/environmental justice are expected as a result of this project.

5.8.3 Mitigation

As there are no anticipated consequences to existing socio-economic issues/environmental justice, mitigation is not required.

5.9 MISCELLANEOUS ISSUES

5.9.1 Air Quality

The Community of Somerset has no major air quality problems and remains in attainment from the United States Environmental Protection Agency (EPA). The Colorado Department of Health and Environment (CDPHE) states that, “all Colorado communities are currently in attainment of all National Ambient Air Quality Standards, with the exception of the Front Range ozone control area.” There are no sources of air pollution from the proposed action. Air quality will not be affected by the proposed project. To confirm this, a letter was sent to CDPHE describing the project.

5.9.2 Transportation

Construction of the proposed waterlines will mostly occur in roadways with the community and will not significantly affect transportation. Additional roadways will not be required. The water treatment building project site will be accessed through existing streets and roads. No oversized freight will be required.

5.9.3 Noise

A noise assessment will not be needed as the finished project will not increase noise in the area. Construction activities will temporarily increase noise in the vicinity of the project area. Noise increases would result both from onsite construction activities and from construction related

vehicular traffic traveling to and from the construction site. The completed project will not increase noise pollution in the area. All noises will be temporary during construction.

5.9.4 Public Notice

A public notice will be published at the request of USDA after approval of the ER.

6 SUMMARY OF MITIGATION

The purpose of mitigation measures is to avoid or minimize adverse environmental impacts of a proposed project. Ultimately, the USDA RD must determine that its financial support for a proposed project will have no significant effect on the human environment.

The proposed water system improvements project will be constructed entirely on previously disturbed land or inside an existing building. As documented in this Environmental Report, the project will not significantly impact land use, important farmland, formally classified lands, prime rangeland, floodplains, wetlands, cultural resources, biological resources, water quality, air quality, transportation, or noise. The project will have positive impacts on the quality of water in the service area due to decreased DBPs and increase quality of distribution system piping, eliminating possible contamination routes from surrounding soils and groundwater.

Erosion control measures will be in place during construction as needed to prevent pollution of groundwater and surface water and all applicable BMPs will be followed.

Should any unanticipated archeological discoveries be made during construction, the contractor will stop work immediately and proper authorities will be notified.

In addition, all applicable recommendations in the RD Instruction 1970-C Summary of Mitigation Section will be utilized in project documentation, design, and contracts. Specifically, this project will utilize the following mitigation measures:

- Halt work if an archeological resource is uncovered.
    - All work will be halted should an archeological resource or any other protected resource be uncovered.

- Consultation with expert agencies when a resource may be impacted.
    - Consultation with all required agencies was completed by sending letters to each agency. The required 30-day comment period was allowed to expire prior to completing this environmental report.

- Schedule work to avoid evening or weekend shifts that might annoy local residents.
    - Normal construction hours will correlate with normal resident working hours. Evening and weekend shifts will be avoided whenever possible.

7 AGENCY CORRESPONDENCE

Table 11 lists the regulatory agencies to which letters were written, the date written, and the reply date if applicable. Outgoing correspondence and responses for all agencies are attached in Appendix E of this report.

Table 11 – Agency Correspondence

Environmental Organizations	Date Letter Sent	Response Due Date	Date Reply Recieved	Response
National Park Service	July 5, 2017	August 4, 2017		
Colorado Air Pollution (CDPHE)	July 5, 2017	August 4, 2017		
Colorado Division of Water Resources	July 5, 2017	August 4, 2017		
Fish and Wildlife Service	July 5, 2017	August 4, 2017		
Corps of Engineers (Floodplains and Wetlands)	July 5, 2017	August 4, 2017		
Natural Resource Conservation Service (NRCS)	July 5, 2017	August 4, 2017	July 26, 2017	No Effect
Division of Wildlife - Headquarters	July 5, 2017	August 4, 2017		
Division of Wildlife - Gunnison Office	July 5, 2017	August 4, 2017		
Intergovernmental Agencys	**Date Letter Sent**	**Response Due Date**	**Date Reply Recieved**	**Response**
Gunnison County	July 3, 2017	September 1, 2017	July 19, 2017	Consider Wastewater System Project Integration
SHPO/THPO	**Date Letter Sent**	**Response Due Date**	**Date Reply Recieved**	**Response**
SHPO	July 5, 2017	August 4, 2017	July 18, 2017	More Information Required
SHPO Response No. 1	July 25, 2017		July 31, 2017	More Information Required
SHPO Response No. 2	August 8, 2017		August 22, 2017	No Historic Properties Affected
Navajo Nation, Arizona, New Mexico, & Utah	July 5, 2017	August 4, 2017		
Fort Belknap Indian Community of the Fort Belknap Reservation of Montana	July 5, 2017	August 4, 2017		
Comanche Nation, Oklahoma	July 5, 2017	August 4, 2017	August 31, 2017	No Properties
Apache Tribe of Oklahoma	July 5, 2017	August 4, 2017		

8 EXHIBITS/ MAPS

Copies of all correspondence with agencies are attached to this report in Appendix I. Exhibits showing the proposed project and project location are provided in Appendix A.

APPENDIX A
PROJECT MAPS



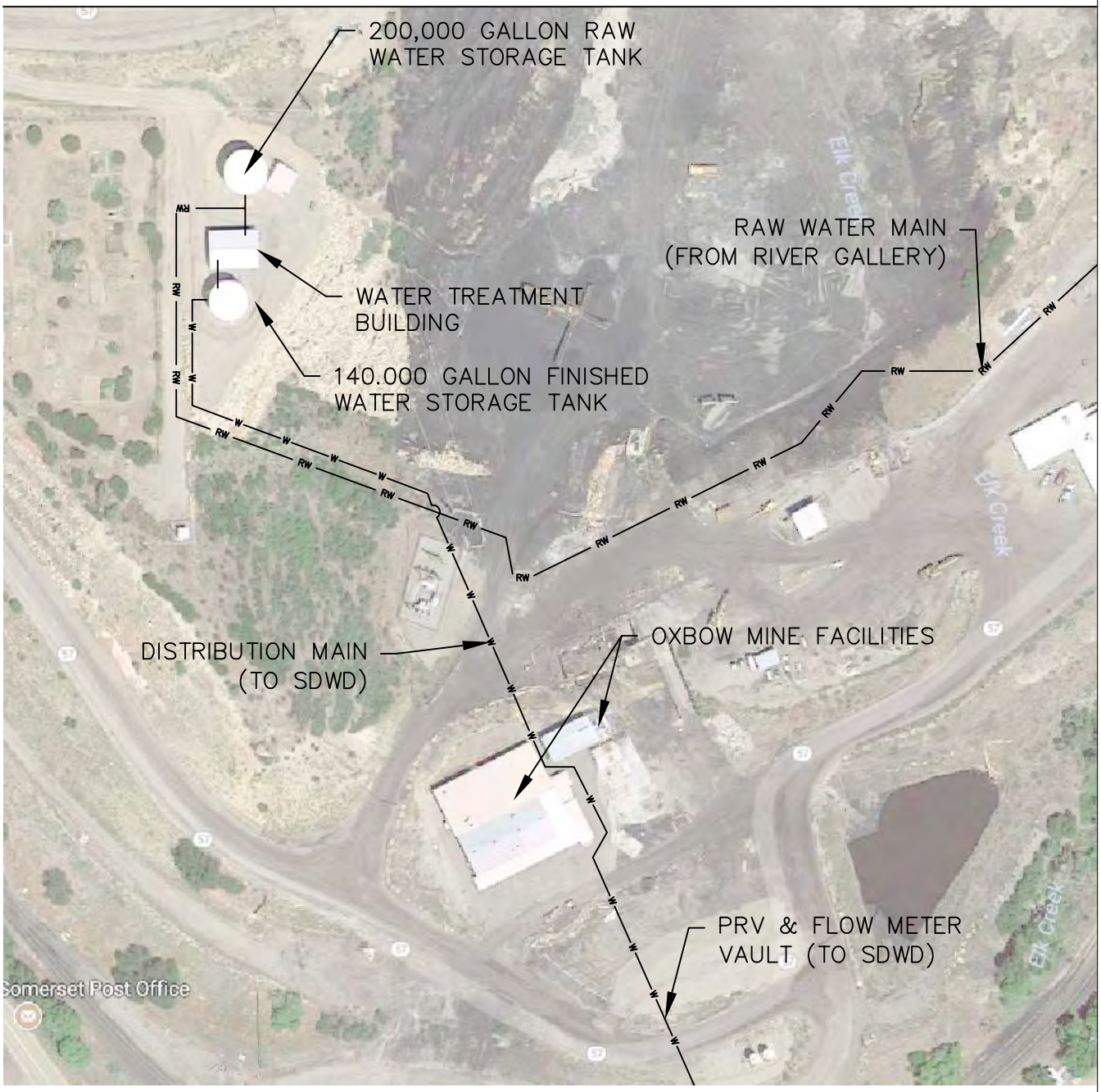
SOMERSET WATER DISTRIBUTION SYSTEM SCHEMATIC

ELEMENT ENGINEERING LLC
12687 W. CEDAR DRIVE, SUITE 350
LAKEWOOD, CO 80228
303.378.2969
WWW.ELEMENTENGINEERING.NET

DATE
JULY 2017

JOB NUMBER
0016.0001

SCALE
1" = 200'



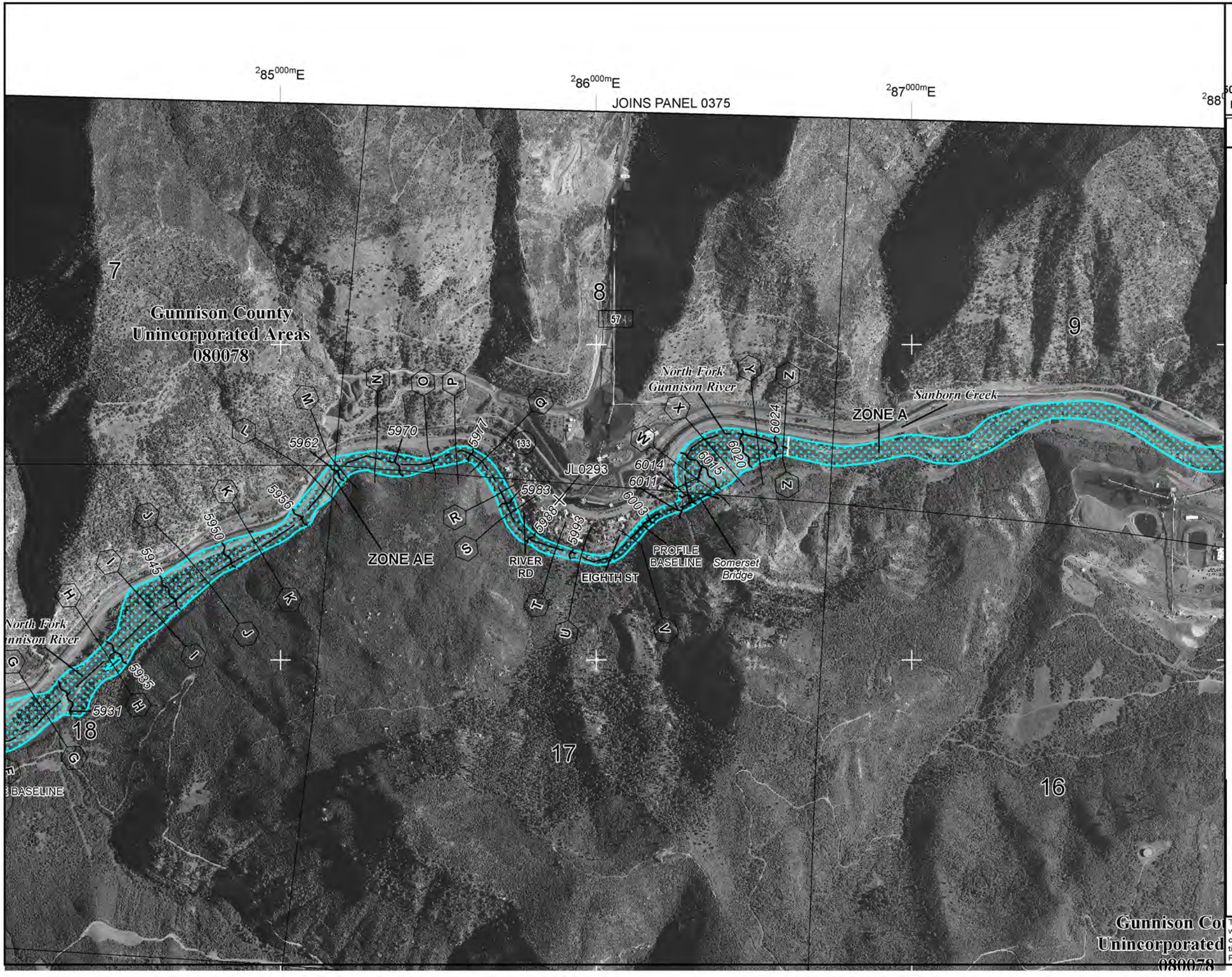
SOMERSET WATER TREATMENT GENERAL LOCATION MAP

DATE
JULY 2017

JOB NUMBER
0016.0001

SCALE
NTS

ELEMENT ENGINEERING LLC
12687 W. CEDAR DRIVE, SUITE 350
LAKEWOOD, CO 80228
303.378.2969
WWW.ELEMENTENGINEERING.NET



MAP SCALE 1" = 1000'

500 0 1000 2000 FEET

METERS

NATIONAL FLOOD INSURANCE PROGRAM

NFIP

PANEL 0365D

FIRM

FLOOD INSURANCE RATE MAP

GUNNISON COUNTY, COLORADO AND INCORPORATED AREAS

PANEL 365 OF 1975

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GUNNISON COUNTY, UNINCORPORATED AREAS	080078	0365	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
08051C0365D

EFFECTIVE DATE
MAY 16, 2013

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

U.S. Fish and Wildlife Service
National Wetlands Inventory

Somerset Area Wetlands



July 10, 2017

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

The National Map US Topo

SOMERSET QUADRANGLE
COLORADO-GUNNISON CO.
7.5-MINUTE SERIES

107°30' 84000mE 85 86 27'30" 88 89 90 25' 91 92 2 460 000FEET 93 94 107°22'30"
39°00' 1 430 000 FEET
43 19000mN 18 17 16 57'30" 15 14 13 12 11 10 09 08 1 390000 FEET 07 06
38°52'30" 84 85 2 440 000FEET 87 88 89 90 25' 91 92 93000mE 107°22'30"

Hall Reservoir
Buck Mesa
Bear Cr
Springhouse Park
Buzzard Cr
Deadman Gulch
Elk Cr
Fire Mtn
GUNNISON NATIONAL FOREST
Buck Mesa Trail
The Narrows
Thompson Cr
Thousand Acre Flats
Thousand Acre Flat Trail
Sanborn Cr
Beaver Cr
Hawksnest Cr
CO RD 57
Somerset
Somerset Cem
OLD HWY 133
Coal Gulch
North Fork Gunnison River
Raven Gulch
Sylvester Gulch
Box Canyon
Raven Mesa
BOWIE RD
Gribble Gulch
Lone Pine Gulch
Rav 1 Spur Trail
Deep Cr
W Flatiron
Muddy Fork
W Flat Iron Trail
E Flatiron Trail
E Flatiron
Minnesota Reservoir
Horse Gulch
Pond Gulch
Slide Gulch
Dry Fork Minnesota Cr
CO RD 711
Dry Fork Minnesota Cr

Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid: Universal Transverse Mercator, Zone 13S
10 000-foot ticks: Colorado Coordinate System of 1983 (central zone)

This map is not a legal document. Boundaries may be generalized for this map scale. Private lands within government reservations may not be shown. Obtain permission before entering private lands.

Imagery.....NAIP, September 2013
Roads.....U.S. Census Bureau, 2015 - 2016
Roads within US Forest Service Lands.....FSTopo Data with limited Forest Service updates, 2012 - 2016
Names.....GNIS, 2016
Hydrography.....National Hydrography Dataset, 2013
Contours.....National Elevation Dataset, 2005
Boundaries.....Multiple sources; see metadata file 1972 - 2016
Public Land Survey System.....BLM, 2011
Wetlands.....FWS National Wetlands Inventory 1977 - 2014

MN
GN
9° 32' 169 MILS
1° 32' 27 MILS
UTM GRID AND 2016 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

U.S. National Grid
100,000-m Square ID
BD
Grid Zone Designation
13S

SCALE 1:24 000
1 0.5 0 KILOMETERS 1 2
1000 500 0 METERS 1000 2000
1 0.5 0 1 MILES
1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 FEET

CONTOUR INTERVAL 40 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with the National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is draft version 0.6.19

COLORADO
QUADRANGLE LOCATION

1	2	3
4		5
6	7	8

ADJOINING QUADRANGLES
1 Electric Mountain
2 Bull Mountain
3 Chair Mountain
4 Bowie
5 Paonia Reservoir
6 Paonia
7 Minnesota Pass
8 West Beckwith Mountain

ROAD CLASSIFICATION
Expressway
Secondary Hwy
Ramp
Local Connector
Local Road
4WD
Interstate Route
US Route
State Route
FS Primary Route
FS Passenger Route
FS High Clearance Route

Check with local Forest Service unit for current travel conditions and restrictions.

SOMERSET, CO
2016

NSN 7643016359784
NGA REF NO. USGSX24K20259

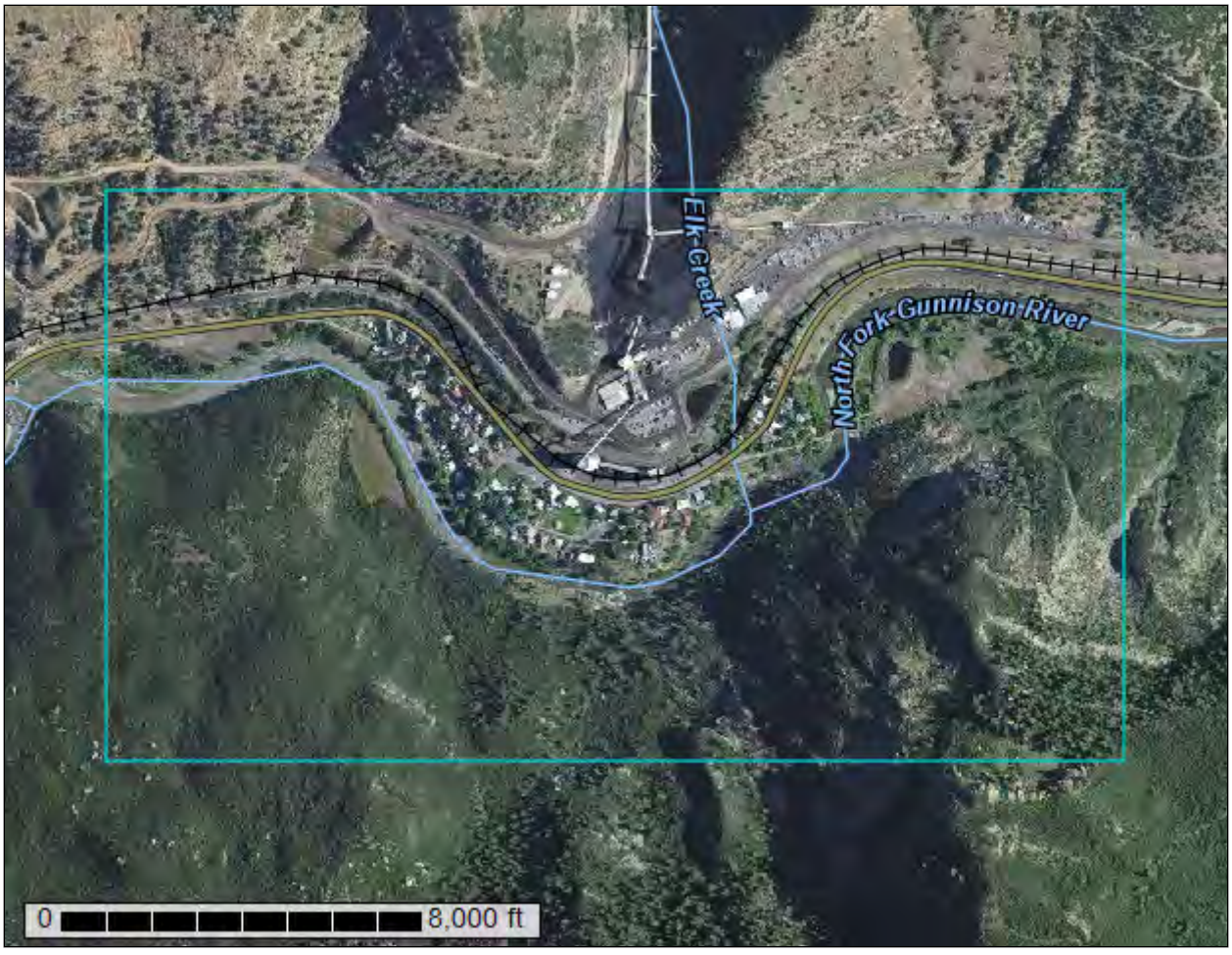
United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Paonia Area, Colorado, Parts of Delta, Gunnison, and Montrose Counties



July 10, 2017

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

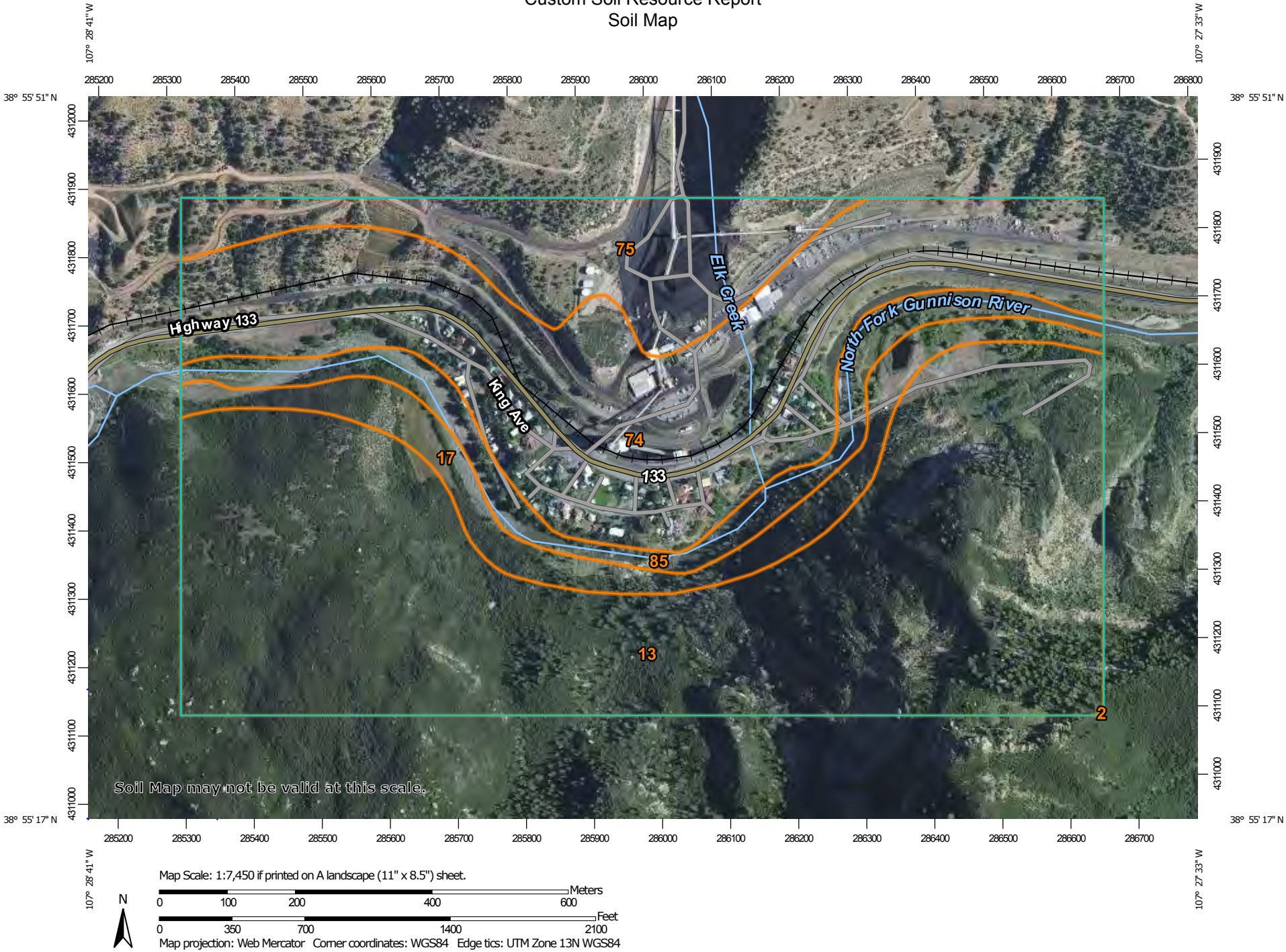
After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:7,450 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 100 200 400 600

Feet: 0 350 700 1400 2100

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Paonia Area, Colorado, Parts of Delta, Gunnison, and Montrose Counties
Survey Area Data: Version 9, Sep 23, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 7, 2011—Aug 8, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND

MAP INFORMATION

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Paonia Area, Colorado, Parts of Delta, Gunnison, and Montrose Counties (CO679)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
2	Absarokee-Work loams, 6 to 25 percent slopes	0.0	0.0%
13	Beenom-Absarokee association, 20 to 60 percent slopes	118.9	46.7%
17	Breece loam, 1 to 6 percent slopes	18.3	7.2%
74	Torriorthents-Haplargids complex, very stony	73.5	28.9%
75	Torriorthents-Rock outcrop, sandstone, complex	27.1	10.7%
85	Water	16.9	6.6%
Totals for Area of Interest		**254.8**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not

mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Paonia Area, Colorado, Parts of Delta, Gunnison, and Montrose Counties

2—Absarokee-Work loams, 6 to 25 percent slopes

Map Unit Setting

National map unit symbol: jnr6
Elevation: 6,800 to 8,500 feet
Farmland classification: Not prime farmland

Map Unit Composition

Work and similar soils: 40 percent
Absarokee and similar soils: 40 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Work

Setting

Landform: Valley sides
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Material weathered sandstone

Typical profile

H1 - 0 to 6 inches: loam
H2 - 6 to 13 inches: clay loam
H3 - 13 to 28 inches: clay
H4 - 28 to 39 inches: clay
H5 - 39 to 60 inches: channery loam

Properties and qualities

Slope: 6 to 25 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 15 percent
Available water storage in profile: Moderate (about 8.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: C
Ecological site: Deep Clay Loam (R048AY247CO)
Hydric soil rating: No

Description of Absarokee

Setting

Landform: Valley sides
Down-slope shape: Linear

Across-slope shape: Linear
Parent material: Weathered from sandstone

Typical profile

H1 - 0 to 7 inches: loam
H2 - 7 to 13 inches: clay loam
H3 - 13 to 25 inches: clay
H4 - 25 to 30 inches: channery clay loam
H5 - 30 to 34 inches: unweathered bedrock

Properties and qualities

Slope: 6 to 25 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 10 percent
Available water storage in profile: Low (about 4.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: D
Ecological site: Brushy Loam (R048AY238CO)
Hydric soil rating: No

Minor Components

Progresso

Percent of map unit:
Hydric soil rating: No

Kech

Percent of map unit:
Hydric soil rating: No

Potts

Percent of map unit:
Hydric soil rating: No

Beehom

Percent of map unit:
Hydric soil rating: No

Fluvents, flooded

Percent of map unit:
Hydric soil rating: No

13—Beenom-Absarokee association, 20 to 60 percent slopes

Map Unit Setting

National map unit symbol: jnqz
Elevation: 6,800 to 8,300 feet
Farmland classification: Not prime farmland

Map Unit Composition

Beenom and similar soils: 50 percent
Absarokee and similar soils: 30 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Beenom

Setting

Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Weathered in place sandstone and shale

Typical profile

H1 - 0 to 4 inches: loam
H2 - 4 to 9 inches: clay loam
H3 - 9 to 14 inches: channery loam
H4 - 14 to 18 inches: unweathered bedrock

Properties and qualities

Slope: 20 to 60 percent
Depth to restrictive feature: 10 to 20 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 5 percent
Available water storage in profile: Very low (about 2.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: D
Ecological site: Rocky Loam (R048AY229CO)
Hydric soil rating: No

Description of Absarokee

Setting

Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Weathered from sandstone

Typical profile

H1 - 0 to 7 inches: loam
H2 - 7 to 13 inches: clay loam
H3 - 13 to 25 inches: clay
H4 - 25 to 30 inches: channery clay loam
H5 - 30 to 34 inches: unweathered bedrock

Properties and qualities

Slope: 20 to 60 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 10 percent
Available water storage in profile: Low (about 4.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: D
Ecological site: Brushy Loam (R048AY238CO)
Hydric soil rating: No

Minor Components

Work

Percent of map unit:
Hydric soil rating: No

Kech

Percent of map unit:
Hydric soil rating: No

Progresso

Percent of map unit:
Hydric soil rating: No

17—Breece loam, 1 to 6 percent slopes

Map Unit Setting

National map unit symbol: jnr3
Elevation: 6,000 to 7,500 feet
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Breece and similar soils: 85 percent
Minor components: 2 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Breece

Setting

Landform: Alluvial fans, flood plains, stream terraces
Landform position (three-dimensional): Tread
Down-slope shape: Concave, linear
Across-slope shape: Linear
Parent material: Alluvium

Typical profile

H1 - 0 to 19 inches: loam
H2 - 19 to 30 inches: sandy loam
H3 - 30 to 60 inches: sandy loam

Properties and qualities

Slope: 1 to 6 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 6.00 in/hr)
Depth to water table: About 36 to 72 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Moderate (about 7.6 inches)

Interpretive groups

Land capability classification (irrigated): 4c
Land capability classification (nonirrigated): 4c
Hydrologic Soil Group: A
Ecological site: Mountain Swale (R048AY245CO)
Hydric soil rating: No

Minor Components

Wet alluvial land

Percent of map unit: 2 percent

Landform: Alluvial flats
Hydric soil rating: Yes

Curecanti

Percent of map unit:
Hydric soil rating: No

Fughes

Percent of map unit:
Hydric soil rating: No

74—Torriorthents-Haplargids complex, very stony

Map Unit Setting

National map unit symbol: jnt4
Elevation: 4,500 to 7,000 feet
Mean annual precipitation: 7 to 13 inches
Mean annual air temperature: 48 to 54 degrees F
Frost-free period: 80 to 180 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Torriorthents, very stony, and similar soils: 55 percent
Haplargids, very stony, and similar soils: 40 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Torriorthents, Very Stony

Setting

Landform: Fans, valleys
Down-slope shape: Concave, linear
Across-slope shape: Linear
Parent material: Locally transported stony residuum

Typical profile

H1 - 0 to 4 inches: very stony sandy loam
H2 - 4 to 31 inches: very stony loam
H3 - 31 to 60 inches: very stony sandy loam

Properties and qualities

Slope: 3 to 12 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.20 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 15 percent
Available water storage in profile: Low (about 4.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: B
Hydric soil rating: No

Description of Haplargids, Very Stony

Setting

Landform: Fans, valleys
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Locally transported stony residuum

Typical profile

H1 - 0 to 4 inches: very stony loam
H2 - 4 to 14 inches: very stony loam
H3 - 14 to 60 inches: extremely stony loam

Properties and qualities

Slope: 6 to 12 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.20 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 10 percent
Available water storage in profile: Low (about 3.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: B
Hydric soil rating: No

Minor Components

Fluvents

Percent of map unit:
Hydric soil rating: No

75—Torriorthents-Rock outcrop, sandstone, complex

Map Unit Setting

National map unit symbol: jnt5
Elevation: 4,800 to 7,000 feet
Mean annual precipitation: 7 to 13 inches

Mean annual air temperature: 50 to 54 degrees F
Frost-free period: 80 to 140 days
Farmland classification: Not prime farmland

Map Unit Composition

Torriorthents and similar soils: 60 percent
Rock outcrop: 30 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Torriorthents

Setting

Landform: Mountains
Landform position (two-dimensional): Footslope, backslope
Landform position (three-dimensional): Mountainflank
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Stony loamy rockfall deposits

Typical profile

H1 - 0 to 4 inches: very stony loam
H2 - 4 to 31 inches: very stony sandy loam
H3 - 31 to 35 inches: unweathered bedrock

Properties and qualities

Slope: 20 to 50 percent
Depth to restrictive feature: 10 to 70 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 15 percent
Available water storage in profile: Very low (about 2.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: C
Hydric soil rating: No

Description of Rock Outcrop

Setting

Landform: Mountains
Landform position (two-dimensional): Footslope, backslope
Landform position (three-dimensional): Free face
Down-slope shape: Linear
Across-slope shape: Linear

Typical profile

H1 - 0 to 60 inches: unweathered bedrock

Properties and qualities

Slope: 35 to 70 percent
Depth to restrictive feature: 0 inches to lithic bedrock

Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.03 in/hr)
Available water storage in profile: Very low (about 0.0 inches)

Interpretive groups
Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8s
Hydric soil rating: No

Minor Components

Progresso
Percent of map unit:
Hydric soil rating: No

Fluvents
Percent of map unit:
Hydric soil rating: No

Kech
Percent of map unit:
Hydric soil rating: No

85—Water

Map Unit Composition
Water: 95 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Minor Components

Aquolls
Percent of map unit: 5 percent
Landform: Marshes
Hydric soil rating: Yes

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APPENDIX B
ENFORCEMENT ORDER

COLORADO
Department of Public Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

April 17, 2017

Certified Mail Number: 7007 0220 001 0163 1350
Electronic Mail: starseedrenegade@outlook.com

PWSID# CO0126715
Susan Benson, Board President
Somerset Domestic Waterworks District
PO Box 549
Somerset, CO 81434

Service of Drinking Water Enforcement Order DW.04.17.126715

The Somerset Domestic Waterworks District (the "Supplier") is hereby issued the enclosed Enforcement Order (the "Order"). This Order is issued by the Colorado Department of Public Health and Environment, Water Quality Control Division (the "Department") pursuant to the authority given to the Department by sections 25- 1.5-203 and 25-1-114.1 of the Colorado Revised Statutes ("C.R.S."), and section 11.1(6)(c), 5 CCR 1002-11.

Please contact Emily Clark by phone at 303-692-3535 or via e-mail at emily.clark@state.co.us with any questions regarding the content of the Order.

Enclosure

cc: *Drinking Water Enforcement File DW.04.17.126715*

ec: Joanne Shymanski, Administrative Contact, jpshymanski@hotmail.com
Charles Sheldon, Operator, Charles.Sheldon@oxbow.com
Doug Smith, Oxbow Mining WW, Doug.Smith@oxbow.com
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Sean Scott, Division of Environmental Health and Sustainability, CDPHE

COLORADO

Department of Public Health & Environment

WATER QUALITY CONTROL DIVISION

ENFORCEMENT ORDER **NUMBER: DW.04.17.126715**

IN THE MATTER OF: **SOMERSET DOMESTIC WATERWORKS DISTRICT**
AS OWNER AND/OR OPERATOR OF
PUBLIC WATER SYSTEM IDENTIFICATION NUMBER: CO0126715
GUNNISON COUNTY, COLORADO

Pursuant to the authority vested in the Colorado Department of Public Health and Environment (the "Department") by sections 25-1-109 and 25-1.5-203 of the Colorado Revised Statutes ("C.R.S."), which authority is implemented through the Department's Water Quality Control Division (the "Division"), the Department hereby makes the following findings and issues the following Enforcement Order:

DRINKING WATER REGULATIONS

1. The Colorado Primary Drinking Water Regulations are published in the Code of Colorado Regulations at 5 CCR 1002-11 and are collectively referred to in this order as "Regulation 11."

2. The Water and Wastewater Facility Operators Certification Requirements, Regulation No. 100 is published in the Code of Colorado Regulations at 5 CCR 1003-2 and are referred to in this Order as "Regulation 100".

GENERAL FINDINGS

3. Somerset Domestic Waterworks District owns and/or operates a drinking water system, known as Somerset Domestic WD, located in the vicinity of Somerset, in Gunnision County, Colorado (the "System").

4. Somerset Domestic Waterworks District is a person as defined by section 11.3(54), Regulation 11.

5. Somerset Domestic Waterworks District is a supplier of water within the meaning of section 25-1.5-201(2), C.R.S., and its implementing regulation, section 11.3(80), Regulation 11. Hereafter, Somerset Domestic Waterworks District will be referred to as "the Supplier."

6. The System is a public water system as defined by section 25-1.5-201(1), C.R.S. and its implementing regulation, Regulation 11, section 11.3(60).

7. The Public Water System Identification Number ("PWSID") assigned to the System by the Department is PWSID #: CO0126715.

8. Pursuant to section 11.1(5), Regulation 11, the System is subject to the Colorado Primary Drinking Water Regulations (Regulation 11), which were adopted pursuant to section 25-1.5-203, C.R.S.

9. Pursuant to section 11.3(11), Regulation 11, if a system provides water for human consumption to at least 15 service connections used by year-round residents of the area served by the system and/or regularly serves at least 25 year-round residents it is classified as a "community water system." Department records establish that Somerset Domestic WD serves 100 residents and is therefore classified as a community water system.

10. The source of the water served by the System is groundwater under the direct influence of surface water as defined by section 11.3(37), Regulation 11. Pursuant to section 11.3(81), Regulation 11, groundwater found to be under the direct influence of surface water will be classified as surface water.

11. The System is a consecutive system as defined by 11.3(14), Regulation 11. The System receives all of its finished water from its wholesale system, Oxbow Mining Waterworks (PWSID: CO0126718).

12. It is the Department's understanding that the Supplier has a unique water supply agreement with Oxbow Mining Waterworks. The Supplier has partial ownership, but no current operational control, of the drinking water treatment plant located at Oxbow Mining Waterworks and is identified as part of the public water system waterworks associated with Oxbow Mining Waterworks. Additionally, the Supplier owns 9/10 shares of the water right to the infiltration gallery on the North Fork of the Gunnison River (WL 001) that is treated at Treatment Facility 003. The remainder of the waterworks (piping, storage tanks, etc.) located at Oxbow Mining Waterworks property are owned by Oxbow Mining Waterworks. The Supplier has informed the Department that it has a contractual agreement with Oxbow Mining Waterworks that Oxbow Mining Waterworks will provide operation of the treatment plant and sell water to the Supplier until the mine is decommissioned, at which point, the Supplier will operate the treatment plant and sell water to Oxbow Mining Waterworks. The Department was informed by Oxbow Mining Waterworks that the mine was decommissioned on approximately December 15, 2015. According to Department records, as of the date of this Order, Oxbow Mining Waterworks is still operating the treatment plant and selling water to the Supplier.

13. The Supplier and Oxbow Mining Waterworks have engaged in numerous coaching and training meetings with the Department's Local Assistance Unit.

    a. On November 9, 2015, the Local Assistance Unit conducted an in-person meeting with the Supplier and Oxbow Mining Waterworks regarding operational strategies to lower the disinfection byproduct levels in finished drinking water.

    b. On November 19, 2015, the Department held a follow-up conference call meeting with the Supplier, Oxbow Mining Waterworks and the Department's Local Assistance Unit and Compliance Assurance Section to discuss water quality and the contractual agreement between the Supplier and Oxbow Mining Waterworks.

    c. In May 2016, the Supplier's contract operator attended an in-person meeting, and the Supplier's board president had numerous phone consultations with the Department's Local Assistance Unit regarding roles and responsibilities.

d. On August 16 & 17, 2016, the Local Assistance Unit provided a sanitary survey preparation training and an in-person meeting with the contract operator to discuss sample collection and operational strategies to lower the disinfection byproducts.

e. On September 22, 2016, the Local Assistance Unit and Compliance Assurance Section met with the Supplier in-person to discuss the disinfection byproducts operational evaluation level report and the Department's Pursuing Excellence grant opportunity.

f. On March 21, 2017, the Local Assistance Unit met separately with the Supplier and Oxbow Mining Waterworks to review past coaching topics and discuss possible alternatives for sustainable compliance with the disinfection byproducts maximum contamination level (MCL).

14. The Department is aware that, in addition to engaging in the Department's coaching assistance, the Supplier and Oxbow Mining Waterworks have conducted several corrective actions in an effort to decrease disinfection byproduct levels in the finished drinking water.

    a. In July 2016, Oxbow Mining Waterworks hired CW Divers to clean and inspect the finished water distribution system tank and implemented a chlorine residual management strategy at the treatment plant.

    b. On August 1, 2016, in order to better facilitate coordination of water treatment, storage and water age, the Supplier contracted with a distribution system operator who is also delegated treatment operations responsibility at Oxbow Mining Waterworks.

    c. On August 16, 2016, the operator for the Supplier and Oxbow Mining Waterworks cleaned debris from the water supply intake area.

    d. On June 9, 2016, October 12, 2016 and March 20, 2017, the Supplier completed Operational Evaluation Reports as required after an operational evaluation level greater than 0.080 g/L for total trihalomethanes ("TTHM"), per section 11.25(e), Regulation 11.

15. On December 27, 2016, an operational sample for total trihalomethanes was collected from Oxbow Mining Waterwork's finished water storage tank facility (ST 007) prior to the consecutive connection to the Supplier that had levels reported at 0.181 mg/L. This indicates total trihalomethanes are forming at levels exceeding the maximum contaminant level of 0.080 mg/L prior to entrance the Supplier's distribution system.

16. On April 7, 2017, Oxbow Mining Waterworks and the Supplier's distribution operator in responsible charge communicated to the Department in a phone call that Oxbow Mining Waterworks has decreased water levels in the finished water storage tank facility to reduce residence time and also intended to clean and inspect the raw storage tank facility (ST 002) in an effort to reduce formation of total trihalomethanes and that additional operational sampling would be collected to evaluate the result of these actions.

VIOLATIONS

I. Exceedances of the Maximum Contaminant Levels for Total Trihalomethanes – *5 Violations*

1. Pursuant to section 11.45(6), Regulation 11, Table 11.45-VII, the maximum contaminant level of 0.080 mg/L for total trihalomethanes ("TTHM") is applicable to all community and non-transient, non-community water systems.

2. Pursuant to section 11.25(1)(c)(iv), Regulation 11, the Supplier must monitor for TTHM and haloacetic acids (five) (HAA5) at the following frequency and locations:

Source Type	Population Supplied	Sampling Frequency	Number of Sampling Locations and Sample Type
Surface Water	Less than 500	Annually	1 individual sample for TTHM collected at the sampling location with highest TTHM concentration and 1 individual sample for HAA5 collected at the sampling location with the highest HAA5 concentration; or 1 dual sample set if the highest TTHM and HAA5 concentrations occur at the same sampling location and in the same month.

3. Pursuant to section 11.25(1)(c)(ix), Regulation 11, if the Supplier is sampling at an annual or less frequent sampling frequency and any individual TTHM sample result is greater than 0.080 mg/L or any individual HAA5 sample result is greater than 0.060 mg/L, the supplier must increase the sampling to dual sample sets collected quarterly at all sampling locations.

4. In a letter dated September 23, 2015, the Department increased the Supplier's TTHM and HAA5 monitoring to quarterly as a result of its August 20, 2015 TTHM sample result of 0.203 mg/L.

5. Pursuant to section 11.25(1)(f)(i), Regulation 11, if the Supplier samples on a quarterly frequency, maximum contamination level (MCL) compliance is based on the locational running annual average as defined section 11.3(42), Regulation 11.

6. Pursuant to section 11.25(1)(i)(i), Regulation 11, the Supplier must submit to the Department all sample results or test measurements for TTHM and HAA5 no later than the 10th of the month following the end of each quarter in which the sample(s) were collected.

7. The following table documents the TTHM monitoring data submitted to the Department from the Supplier for the System from August 20, 2015 to February 7, 2017, and includes the Locational Running Annual Average (LRAA):

DBP001 HWY 133 TTHM Results			
Compliance Quarter	**Sample Date**	**Result (mg/L)**	**LRAA (mg/L)**
3rd Quarter 2015	8/20/2015	0.203	-
	9/17/2015	0.119	
4th Quarter 2015	10/21/2015	0.0906	-
1st Quarter 2016	2/1/2016	0.121	0.093
2nd Quarter 2016	5/25/2016	0.120	0.123

3rd Quarter 2016	8/8/2016	0.0699	0.100
4th Quarter 2016	11/1/2016	0.182	0.127
	11/21/2016	0.212	
1st Quarter 2017	2/7/2017	0.153	0.135

8. Pursuant to section 11.25(1)(g), Regulation 11, the following constitute a TTHM MCL violation:

    a. The LRAA at any sampling location is greater than the MCL for TTHM.

    b. The LRAA, calculated before four consecutive quarters of samples have been collected at a sampling location, is greater than the MCL for TTHM regardless of the subsequent sample results.

9. Department records establish that the Supplier exceeded the maximum contaminant level for TTHM during the first, second, third and fourth quarters of 2016, and first quarter of 2017 compliance periods.

10. The Supplier's failure to comply with the maximum contaminant level for TTHM constitute violations of section 11.45(6), Regulation 11, Table 11.45-VII.

COMPLIANCE REQUIREMENTS

17. Department approval of plans and specifications (complete design) - Pursuant to section 11.4(1), Regulation 11, for all public water systems, the Supplier must not begin construction of any new waterworks, make improvements to or modify existing waterworks, or begin using a new source until the supplier submits and receives Department approval of plans and specifications for such construction, improvements, modifications, or use. A Professional Engineer registered in the State of Colorado shall design all treatment systems serving a community water supply. The Department shall grant approval upon finding that the proposed facilities are in substantial conformance with the design criteria specified in Policy DW-005, State of Colorado Design Criteria for Potable Water Systems. Information regarding design review requirements is available on the department's web page at

    https://www.colorado.gov/pacific/sites/default/files/engineeringcontactlist.pdf

18. Improvements or modifications to waterworks may impact the minimum required operator certification level for the Supplier's system. Pursuant to sections 100.1.2 and 100.9.1(a), Regulation 100, the Supplier's treatment and distribution systems must be under the supervision of a certified operator who holds a certification level in a class equal to or greater than the class of the facility or system. Pursuant to section 100.9.4, Regulation 100, within 30 calendar days of changes to information for its certified operator in responsible charge, the Supplier is required to submit written notification to the Department.

Based upon the foregoing factual and legal determinations and pursuant to section 11.1(6)(c), Regulation 11, the Supplier is hereby ordered to:

19. Immediately comply with Regulation 11, 5 CCR 1002-11.

Further, the Department hereby orders the Supplier to comply with the following specific terms and conditions of this Enforcement Order.

20. In order to achieve long-term compliance with the Regulations, specifically including the TTHM maximum contamination level for public water supplies, the supplier shall evaluate and alter or upgrade, as needed, the System's water sources and/or treatment processes in accordance with the following:

    a. Perform an engineering evaluation and prepare an engineering report in accordance with the following:

        i. All work must be performed by a qualified water professional (e.g. a certified water operator) and must be reviewed for completeness by a professional engineer experienced in drinking water treatment.

        ii. Perform an engineering evaluation of the Supplier's existing water sources and treatment processes and identify treatment and/or operational improvements and/or alternate water sources that will enable the Supplier to maintain compliance with the TTHM maximum contamination level.

            1. The Department encourages the Supplier to inform Oxbow Mining Waterworks of the engineering evaluation.

        iii. Prepare the engineering evaluation report that includes the following:

            1. A summary of the activities undertaken in performing the engineering evaluation work.

            2. Detailed analysis of reasonable alternatives that were considered. This must include capital, operational and maintenance costs and a summary of the advantages and disadvantages for each.

                a. The Department encourages the Supplier to engage with Oxbow Mining Waterworks in the analysis of reasonable alternatives.

            3. Identification of the selected alternative with supporting justification.

            4. The Supplier's planned funding source(s) for the selected alternative. The Department encourages the Supplier to engage with Oxbow Mining Waterworks in the identification of funding source(s).

            5. A proposed schedule for Supplier's implementation of the selected alternative. At a minimum, the schedule must include, but is not limited to the following:

                a. If Supplier intends to submit applications for grants and/or loans funding, the date(s) by which Supplier will submit applications for each funding source and the date(s) by which the Supplier will have full funding package in place.

b. If the Department review of design plans and specifications is required for proposed facility and/or operational improvements, pursuant to section 11.4, Regulation 11, the date of submittal of the design plans and specifications for the Supplier's improvements for Department review and approval in accordance with the *State of Colorado criteria for Potable Water Systems.*

    i. If the Department provides comments on design submittals, the Supplier will have thirty (30) calendar days to resolve those comments and respond to the Department in writing.

c. The date by which the Supplier will begin construction and/or implementation of the System improvements.

d. The date by which the Supplier will complete construction and/or implementation of the System improvements.

b. **By October 1, 2017**, submit the engineering evaluation report to the Department for review and decision regarding adequacy.

    i. If the Department provides comments on the report, the Supplier must provide a written response within thirty (30) calendar days that addresses all comments.

    ii. Upon the Department's written approval of the Supplier's selected alternative and implementation schedule, all associated activities and schedule milestones shall become conditions of this Order.

    iii. If the Supplier does not submit an adequate proposed implementation schedule and/or does not fully address Department comments, the Department shall impose alternative activities and/or an alternative implementation schedule that shall become conditions of this Order.

21. If design plans and specifications are submitted for Department review and approval, submit a completed *As Approved Certification Form* within fourteen (14) calendar days of completion/implementation of the System improvements certifying that the System improvements, to comply with the TTHM maximum contamination level, were constructed/installed as approved by the Department. This form is available at:

    https://www.colorado.gov/pacific/cdphe/wq-facility-design-and-approval-forms

22. The Supplier shall submit written progress reports to the Department in accordance with the following:

    a. **Beginning June 5, 2017**, and continuing quarterly for the duration of this Order, the reports shall be submitted by the 5th day of the third month of each calendar quarter. (e.g. The second report is due September 5, 2017, third report is due December 5, 2017, etc.).

    b. Each report shall clearly indicate the Supplier's compliance status with the Order and shall include a description of activities that the Supplier will be undertaking in the upcoming quarter to meet the Order requirements.

23. **Within fourteen (14) calendar days** of its full completion of all requirements of this Order, the Supplier shall submit a written Notice of Completion to the Department.

    a. If the Department determines that the Supplier has not satisfactorily completed the requirements in the Order, the Department will reject the Notice of Completion in writing. If the Department rejects the Notice of Completion, it will include in its notice a statement identifying the requirements that the Department considers incomplete or not satisfactorily performed and a schedule for completion.

    b. If the Supplier wishes to dispute the Department's rejection of its Notice of Completion, it shall, within fifteen (15) calendar days of receipt of the Department's rejection, submit a written statement as to its belief of full compliance, addressing in detail all outstanding requirements that were identified in the rejection letter issued by the Department.

24. Within thirty (30) calendar days after receipt of this Order, if it has not already done so, the Supplier shall issue a public notice in accordance with section 11.33, Regulation 11, for each violation identified in this Order and continue to perform public notice as advised by the Department's Compliance Assurance Section. Within ten (10) calendar days of completion of each required public notification, the Supplier shall submit to the Department, along with the mandatory certification, a representative copy of each type of notice distributed, published, posted, and/or made available to the persons served by the system and/or to the media.

    Additional guidance for proper public notification can be viewed at the following internet site at the forms link at the bottom of the page: www.colorado.gov/cdphe/wqforms

SUBMITTALS

25. All documents, plans, records, reports and replies required to be submitted under this Order shall be submitted by the Supplier to the Department in accordance with one (1) of the following:

Electronically – via the Drinking Water Portal

- Files submitted electronically under this Order must be in PDF format.
- Files are submitted using the Department's Drinking Water Portal Drinking Water Portal.
- The Portal is an easy-to-use, online way for water systems and laboratories to submit drinking water compliance data, reports and other information.
- First-time users must create an account. The Portal is located at http://wqcdcompliance.com/login.
- For more information about the Portal, visit our web page at https://www.colorado.gov/pacific/sites/default/files/DW_Portal_Handout_July2015.pdf

By Mail or Fax

Colorado Department of Public Health and Environment
Water Quality Control Division / WQCD-B2-CAS
Drinking Water Compliance Assurance Section Attention: Emily Clark
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530
Fax: (303) 758-1398

(For any facsimile transmittals, please include a cover sheet addressed to Emily Clark.)

26. All documents submitted under this Order shall use the same titles as stated in the Order and shall reference both the Order number and the paragraph number pursuant to which the document is required.

27. All reports, notices, summaries, and certifications required to be submitted to the Department by the public water system must bear the original signature of the owner or the owner's authorized representative.

POTENTIAL ADMINISTRATIVE/CIVIL AND CRIMINAL PENALTIES

28. You are also advised, pursuant to section 25-1-114.1, C.R.S., that violators of the Regulations or final Enforcement Orders issued by the Department are subject to civil or administrative penalties of up to one thousand dollars ($1,000) per violation per day, to be imposed by the Department or a State District Court. Further, pursuant to section 25-1-114(4), C.R.S., any person, association, or corporation, or the officers thereof, who violates, disobeys, or disregards any provision of the Regulations or an Enforcement Order is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars ($1,000), or by imprisonment in the county jail for not more than one (1) year, or by both such fine and imprisonment and, in addition to such fine and imprisonment, shall be liable for any expense incurred by health authorities in removing any nuisance, source of filth, or cause of sickness. By virtue of issuing this Enforcement Order, the Department has not waived its right to bring an action for administrative, civil or criminal penalties and may bring such action in the future.

29. In the event that complete and timely compliance with all of the terms and conditions outlined herein is not achieved by the Supplier, the Department reserves, in addition to any other remedies allowed by law, its right under section 25-1-114(4), C.R.S., to pursue an action for additional penalties.

REQUEST FOR HEARING OR APPEAL

30. Pursuant to section 11.1(6)(c)(iv), Regulation 11, a recipient of an Enforcement Order may request a hearing contesting such order. Requests for such a hearing shall be filed in writing with the Department within thirty (30) calendar days after service of the order. Such requests, at a minimum, shall contain the information specified in section 11.1(6)(c)(iv), Regulation 11 and section 21.4(B)(2), 5 CCR 1002-21. Hearings on Enforcement Orders shall be held in accordance with applicable provisions of the State Administrative Procedure Act, Article 4 of Title 24, C.R.S. and the procedural rules promulgated in 5 CCR 1002-21.

ADDITIONAL ACTION

31. You are further advised that under section 25-1-114.1(1), C.R.S., the Department may institute a civil action against any person who violates a final Enforcement Order of the Department issued for violation of any minimum general sanitary standard or regulation adopted pursuant to section 25-1.5-203, C.R.S.

32. Additionally, the Department may request the Attorney General to seek a temporary restraining order or permanent injunction to prevent or abate any violation of a minimum general sanitary standard or regulation adopted pursuant to section 25-1.5-203, C.R.S. Further information concerning the aforementioned action is contained in section 25-1-114.1(3), C.R.S.

FOR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

_____

Nicole Graziano, P.E., Section Manager
Drinking Water Compliance Assurance Section
Water Quality Control Division

APPENDIX C
MEMORANDUM OF AGREEMENT

Exhibit A

MEMORANDUM OF AGREEMENT
BETWEEN
BOARD OF COUNTY COMMISSIONERS OF GUNNISON COLORADO
AND
OXBOW MINING, LLC

The memorandum of agreement, made this 15th day of October 2003, by and between the Board of County Commissioners of Gunnison County, Colorado (the County) and Oxbow Mining, LLC (Oxbow) provides that:

WHEREAS, the Oxbow provides a domestic water supply to the town site of Somerset, Colorado; and

WHEREAS, the Colorado Department of Public Health and the Environment has determined the current domestic water supply provided by Oxbow to the town site of Somerset, Colorado does not meet certain surface water standards for a potable water supply and is in need of construction of a water treatment plant; and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has determined it to be in the public interest to assist Oxbow in implementing a corrective strategy which will result in the construction of a new water treatment plant to serve the needs of the town site of Somerset, Colorado; and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado applied to and received from the State of Colorado Department of Local Affairs financial assistance through the Energy and Mineral Impact Assistance Program in the amount of $475,025.00.

NOW, THEREFORE, the Board of County Commissioners of Gunnison County, Colorado and Oxbow in consideration for the mutual covenants contained herein as follows;

1) Oxbow agrees to implement the work program under the Energy and Mineral Impact Assistance Program, which will result in the construction of a new Water Treatment Plant, Intake Gallery refurbishment and Water Storage Tank inspection and cleaning, which will serve the needs of the Somerset community. The work program under the Energy and Mineral Impact Assistance Program is attached as Exhibit A and the actual contract between Gunnison County and the Department of Local Affairs (DOLA) is attached as Exhibit B.
2) Oxbow agrees to maintain financial records relative to the project including copies of all contracts, invoices, and change orders directly related to the project.
3) Oxbow agrees that the total value of this agreement is $525,025.00 (inclusive of a $50,000.00 Gunnison County contribution, a $375,025.00 DOLA grant, and a $100,000.00 DOLA loan) and will be distributed on a reimbursement basis to Oxbow upon submission of payment requests to the County together with all appropriate documentation.
4) Oxbow agrees to seek transfer of ownership of the Water Treatment Plant and related facilities to the Somerset Water District upon completion of construction, with the intent

being that one unit is transferred during active mine operations and the entire system at cessation of operations.

5) Oxbow agrees to enter into a management agreement with the Somerset Water District for the operation and maintenance of the Water Treatment Plant and related facilities.
6) Gunnison County agrees to reimburse Oxbow for all expenses under this Agreement up to the total value of the Agreement

The term of the agreement shall begin on October 15, 2003 and end December 31, 2004.

The Board of County Commissioners of Gunnison County, Colorado designates the Gunnison County Chief Executive Officer as the Administrator for this agreement, and all questions in regard to this agreement should be referred to that person.

Oxbow agrees to defend, indemnify and hold harmless the Board of County Commissioners of Gunnison County, Colorado, and Gunnison County officers and employees, from and against any and all claims or actions for injury to persons or damage to property arising from activities associated with Oxbow's actions on the subject water treatment project per this agreement. Nothing in this Memorandum of Agreement is or shall be construed to be a waiver of Governmental Immunity by the Board of County Commissioners of Gunnison County, Colorado.

The relationship between the Board of County Commissioners of Gunnison County, Colorado and Oxbow is that of donor and donee, respectively. Oxbow is not an agent of the Board of County Commissioner of Gunnison County, Colorado, and the Board of County Commissioners of Gunnison County, Colorado is not responsible for the acts or omissions of Oxbow its officers, employees or agents.

Oxbow agrees to submit a final project report in a form and format to be prescribed by the Administrator of the agreement within 60 days of full execution of this agreement.

Any deviation from this agreement must be submitted for approval to the Administrator of the agreement prior to its occurrence.

The total value of this agreement is $525,025.00 (Five Hundred Twenty Five Thousand Twenty Five Dollars and no cents).

Board of County Commissioners of Gunnison County,Colorado	Oxbow Mining, LLC
_____	_____
Fred Field, Chairperson	James T. Cooper, Executive Vice President
_____	
Jim Starr, Commissioner	Attest:
_____	_____

Perry Anderson, Commissioner Deputy Clerk and Recorder

Exhibit A (For Use by State)

STATE OF COLORADO
Department of Local Affairs
Energy and Mineral Impact Assistance Program Application
Public Facilities/Public Services/Community Development Projects

A. GENERAL AND SUMMARY INFORMATION

1. Name/Title of Proposed Project: Somerset Water System
2. Applicant: Gunnison County
3. Chief Elected Official
   Name: Fred Field Title: Chairperson, Board of County Commissioners
   Mailing Address: 200 E. Virginia, Gunnison, Colorado Phone: 970-641-0248

4. Designated Contact Person for the Application:
   Name: John DeVore Title: County Manager
   Mailing Address: 200 E. Virginia, Gunnison, Colorado Phone: 970-641-0248
5. Amount requested: $485,025. Does the applicant jurisdiction have the ability to receive and spend state grant funds under TABOR spending limitations? Yes.

6. Brief Description of Proposed Project:
   Historically, the original and subsequent operators of the underground coal mine located near the small community of Somerset, Colorado have the obligation to provide treated domestic water to residents of the Somerset community. The Oxbow Mine holds both the domestic and industrial-use water rights on the North Fork of the Gunnison River and serves as the public water supplier for the unincorporated town of Somerset. The Somerset Water District operates the distribution system and purchases the water from Oxbow Mine. In August of 2001 it was noted that treated water was turbid after a major storm event. An examination of the infiltration gallery surface revealed at least one location that indicated the occurrence of "preferential or pipe flow" of the surface recharge water through the infiltration media. As documented in a notice from the state, the results of the state required MPA test indicated the influence of surface water. This situation resulted in the domestic water not being in compliance with state regulations. The Oxbow mine has been working with the State Health Department in developing a plan of action to bring the system back into compliance. The Oxbow mine engaged Western Water & Land, Inc. to conduct an assessment of the system and recommend a solution to the problem, which will result in the system being in compliance with the State regulations. (See Attachment A) Western Water & Land's study indicated a number of possible water supply and treatment alternatives. The preferred alternative is the continued use of the gallery as the water supply structure, which requires the

refurbishment of the upper infiltration media to reduce the occurrence of influence of surface water. The original plan called for the construction of a water treatment improvement system adjacent to the existing infiltration gallery and pump house, however the 100-Year Flood Limit Study indicates that the 100-year flood event will inundate the ground surface up to the base of the pump house. To minimize the risk to the water treatment system the preferred alternative proposes to install the water treatment improvement system on the north side of Highway 133 at the interface of the mountain slope and the main access road to the Sanborn Creek Mine portal. The distribution system has had a history of major leaks. In 1997 the Gunnison County and the Oxbow Mine began working with the Somerset Domestic Waterworks District Board to correct the problems. This resulted in a financial partnership to install water meters. This project enabled the District to identify the leaks in the system as well as being able to bill the users for actual usage. All major leaks have been repaired and the meters have resulted in more conservative use.

7. a. Local Priority: 1
   b. What is the composition of the countywide impact team? County Commissioners, energy/industry representation, municipalities. Gunnison County does not have a countywide impact team; we discuss our various projects with all the municipalities to make sure everyone is supportive of the direction we are headed.

B. DEMOGRAPHIC AND FINACIAL INFORMATION.

1. a. What was the 1990 Census population of the applicant jurisdiction? 10,910
   b. What is the current estimated population for the applicant jurisdiction? 14,033 (Current most recent lottery distribution estimate is acceptable) What is the source of the estimate? 2000 U.S. Census extrapolated to July 2001 by the State Demographers Office.

   c. What is the population projection for the applicant in 5 years? 15,549 What is the source of the projection? State Demographer.

2. Financial Information
   (Provide for all municipalities, counties, and districts directly participating in the application and for any entity on whose behalf the application is being submitted: Attach additional Sheets if necessary.)

	Gunnison County	
a. Assessed Valuation Year 2002	$366,225,770	
b. Mill Levy/Annual Revenue	13.049	$4,832,789
c. Overlapping Mill Levy	46.223	
d. Sales Tax Rate(%)/Annual Revenue	1.00%	$1,129,600
e. Long-term Debt. By Type/Amount	See Attachment B	

f. Annual Budget General Fund

Total Year 2003	$7,210,230
Carry Forward as of 1/1/03	$1,875,754

BUDGET &
INFORMATION
1. Project Budget &
Funding Sources

Project Funding

	Total Cost	**Impact Assistance**	**Other Funds Requested or Committed Committed**	**Status**
Project Activities				
Alternatives Analysis	$39,100	$-0-	39,100	Oxbow MIne
Water Treatment Plant	$48,100	$11,000	$37,100	Oxbow Mine
1. Design application	$184,000	$134,000	$ $50,000	Gunnison County
2. Treatment System	$198,500	$198,500		
3. Engineering and Construction				
Water Intake Gallery	$ 55,800	$55,800		
Water Storage Tank	$ 6,000	$ 6,000		
15% Contingency	$ 69,725	$69,725		
Total Cost	$601,225	$475,025	$126,200	

D. Relationship to Energy/Mineral Impact: The statutory purpose to the Energy and Mineral Impact Assistance program is to provide financial assistance to "political subdivisions socially or economically impacted by the development processing or energy conversion of minerals and mineral fuels. This section of the application is intended to provide an opportunity for the applicant to describe its energy/mineral impacts, both direct and indirect, and the relationship of application to those impacts.

1. Explain how this project is directly or indirectly related to energy/mineral impacts, including whether it mitigates any adverse impacts. Somerset is directly impacted by the operations of the Oxbow mine. The main entry to the mine as well as the load out facility are located in the middle of Somerset. The town site was originally owned by the mining company but now the homes are privately owned. There are currently 54 homes occupied in the town site. Over the past several years, Gunnison County has expended over two million dollars in rebuilding County Road 3, which provides access to the Marble area. During fiscal year 2001 $425,000 was expended in this area because of the impact of the Yule Marble Quarry. The changes in shipping have created the need for semi-trucks to come into Marble from Highway 133 to pick up the product. Gunnison County is also a financial partner with the North Fork Coal working group in addressing the down stream railroad safety issues. This partnership requires the expenditure of funds to address this issue, which could be expended elsewhere if this problem did not exist. Gunnison County also has 1 and ¾ FTE's stationed full time in Somerset and 2 full time FTE's stationed in Marble who work for the Public Works Department and 1 full time FTE stationed in Somerset who works for the Sheriff's Department.

2. a. What energy/mineral impacts are being experienced by the applicant? As was stated in number one, the Oxbow mining operation is in the town site of Somerset.

b.What types and amounts of local funds and resources are being used by the applicant to address direct energy/mineral impacts? $425,000 was expended in Sales Tax funds during 2001 in the rebuilding of County Road 3. Gunnison County also contributed $75,000 in sales tax funds to the North Coal working group for railroad safety improvements in 2001 and 2002, and has budgeted an additional $75,000 in sales tax funds for 2003. Gunnison County has also financially participated in assisting with the improvements to the water distribution system in Somerset. Gunnison County also operates the sewer system, which serves 22 homes in Somerset.

3. List energy/mineral activities (past, present and future) affecting the applicant. Be as specific as possible by listing company names, location, production levels employment levels, etc. Include not only production projects but also processing transmission.

Currently there are three. Oxbow mine operating in Somerset is currently producing approximately 4 million tons of coal per year which is shipped by rail. This facility is back to full production after experiencing two problems. A fire shut down the operation approximately a year and a half ago and they have had a methane problem shortly after. This facility currently employ's approximately 170. The West Elk mine had a fire in 2000 and also had a methane problem this year. They currently employ 350 and have a payroll of about $25 million annually. While their production was down to about 25 to 35 percent of capacity during the methane problem, they are now back to about 75 to 80 percent of capacity since they did the boreholes. Although this current situation has been mitigated, they need to obtain the appropriate approvals from the Forest Service in order to drill the GOB boreholes in the next area to be mined. These holes need to be in place before the end of December in order to provide for a smooth transition with no loss of production. If the methane problem is controlled they will be back to full production. This facility is permitted for 8.5 million tons annually, but anticipate that their production will probably be in the 5.5 million-ton range for the foreseeable future. The Yule Marble

Quarry has had a difficult history. Sierra Minerals took over the operation approximately two years ago. They are now in production and are expanding their markets. Although this facility does not employee a lot of people it is the only significant employer in the Marble area as well as being a significant tourist attraction because of its history.

4. Are energy/mineral companies that impact the applicant jurisdiction aware of and supportive of this request? Yes_X____ No_____ Attach supporting documentation when appropriate.

E. OTHER PROJECT INFORMATION

1. Why is the project needed? Oxbow Mine is responsible for supplying the domestic water to the town site of Somerset. The system is currently out of compliance with State Heath Department regulations. The water district is responsible for the distribution of the water. The Oxbow does not have the ability to pass the cost of improvements to the end users.

2. How were the cost estimates arrived at? Western Land & Water developed the cost estimates for the project. Have preliminary architectural/engineering studies been completed? Yes. What additional design work must still be completed? None.

3. a. Describe local commitment to the project, including local fees or regulations altered to ensure project success, local taxing efforts to address continuing development and maintenance needs, and local citizen support. Describe any in-kind contributions by type and value in support of this project. As discussed previously both Gunnison County and the Oxbow Mine are contributing hard dollars towards this project as well as in the case of Oxbow, significant staff time. Also the Oxbow has covered the cost of all the studies and engineering services to date. The hard dollar contribution by Oxbow does not include personnel expenses, land value, value of water or other existing system components. b. Was the cash value of the in-kind contributions calculated into the Project Budget? NO

4. What other funding alternatives have been explored? None. Between the Oxbow and West Elk mining operations a little over 1.4 million dollars were contributed to the Energy Impact Fund in 2002.

5. Has the applicant jurisdiction been subject to any refund under TABOR or statutory tax limitations? No. Has the applicant sought voter approval to keep revenues above fiscal spending limits? Yes. In 1996 the voters approved removing the TABOR limits on everything but property tax revenues. In 2000, the voters approved removing the TABOR limit on property taxes.

6. If applicant jurisdiction is classified as an enterprise under TABOR, will acceptance of a state grant affect this status? N/A

7. If the project is funded, what on-going operational obligations will be incurred? Oxbow will continue to have the responsibility to provide domestic water to the town site of Somerset. What is the applicant's plan for addressing these additional costs? N/A.

8. When do you expect the project to start? August or September of 2003. When will it be completed? October or November 2003.

9. Indicate below whether any of the proposed activities: Will be undertaken in flood hazard areas. List flood plain maps/studies reviewed in reaching this conclusion. Describe alternatives considered and mitigation proposed. N/A

b. Will affect historical, archeological or cultural resources, or be undertaken in geological hazard area? No.

c. Create or fail to address any other related public health or safety concerns. NO.

To the best of my knowledge and belief, the statements and data in this application are true and correct.

_____

Signature, Chief Elected Official
Fred Field
Chairperson, Board of County Commissioners

APPENDIX D
EPA WATER SYSTEMS, DISINFECTION BYPRODUCTS, AND THE USE OF MONOCHLORAMINE

WATER SYSTEMS, DISINFECTION BYPRODUCTS, AND THE USE OF MONOCHLORAMINE

9) How do the kinds and concentrations of disinfection byproducts formed by monochloramine compare to those formed by chlorine?

Water treated with chlorine and monochloramine contains different types and concentrations of disinfection byproducts.

- Compared to chlorine, water treated with monochloramine contains fewer regulated disinfection byproducts that have been linked to human health problems.
- The formation of disinfection byproducts is influenced by source water type and the type of disinfectant used.
- Formation can vary daily with the amount of natural organic matter in the water, temperature, rainfall, and distance from the treatment plant or other factors influencing water chemistry. [1]

Compared to chlorine, water treated with monochloramine contains lower concentrations of regulated disinfection byproducts. [2]

- Compared to water treated with chlorine, water treated with monochloramine contains lower concentrations of the two major types of *regulated* disinfection byproducts.[2]
- Compared to water treated with chlorine, water treated with monochloramine contains lower concentrations of *regulated* disinfection byproducts linked to bladder cancer.
- Regardless of the disinfectant used, the types and concentrations of disinfection byproducts vary from each utility and also from day to day.

Compared to water treated with chlorine, water treated with monochloramine may contain higher concentrations of unregulated disinfection byproducts. [3]

- EPA scientists are currently studying the *unregulated* disinfection byproducts[3] that form in water treated with monochloramine.
- Compared to water treated with chlorine, water treated with monochloramine may contain different *unregulated* disinfection byproducts than chlorinated water.
- EPA and other organizations continue to conduct research on *unregulated* disinfection byproducts.[3]

Additional Supporting Information:

1. Water chemistry describes the chemical properties of water such as pH, hardness, and alkalinity. Changes in water chemistry can cause subsequent changes to the physical (e.g., taste and odor) and biological (e.g., biofilm formation and nitrification) properties of water.
2. TTHM and HAA5 are the regulated disinfection byproduct groups that form at lower concentrations with monochloramine. See question 7 for more information about TTHM and HAA5.
3. Examples of these unregulated disinfection byproducts include nitrosamines (including nitrosodimethylamine, NDMA), iodo-trihalomethanes, and iodo-acids. See question 7 for additional detail on disinfection byproducts. Specific information on NDMA can be found at http://www.epa.gov/tio/download/contaminantfocus/epa542f07006.pdf. See question 19 for additional information on disinfection byproduct research.

APPENDIX E
BASIS FOR ACCEPTANCE - UV

STATE OF COLORADO

John W. Hickenlooper, Governor
Christopher E. Urbina, MD, MPH
Executive Director and Chief Medical Officer

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S.
Denver, Colorado 80246-1530
Phone (303) 692-2000
Located in Glendale, Colorado

Laboratory Services Division
8100 Lowry Blvd.
Denver, Colorado 80230-6928
(303) 692-3090

http://www.cdphe.state.co.us

Colorado Department of Public Health and Environment

October 11, 2011

To: Public Water Systems

Subject: Acceptance of Ultraviolet (UV) Disinfection as a technology for meeting the primary disinfection requirements for *Giardia lamblia*, *Cryptosporidium*, and virus inactivation as specified in the *Colorado Primary Drinking Water Regulations* (CPDWR)

To Whom It May Concern;

The Water Quality Control Division (the Division) in consultation with industry and academic subject matter experts in the field of UV Disinfection has reviewed currently operating UV disinfection systems, vendor data, industry best practices, relevant literature, and related regulatory guidance from the United States Environmental Protection Agency (http://www.epa.gov/ogwdw/disinfection/lt2/pdfs/guide_lt2_uvguidance.pdf) in order to address requirements of Article 1.11.2 and Article 7 of the *Colorado Primary Drinking Water Regulations* (CPDWR).

The Division hereby finds that UV Disinfection can be successfully used to comply with the log inactivation requirements of Article 7 of the CPDWR. The technology meets or exceeds the requirements of the *State of Colorado Design Criteria for Potable Water Systems* and is accepted for use as a technology to meet the log inactivation requirements for *cryptosporidium* and/or *Giarida Lamblia* subject to the performance conditions outlined in Table 1 and the Additional Design Criteria given in Table 2.

This acceptance addresses the following types of disinfection systems:

- UV Disinfection for inactivation of *Giardia*, *cryptosporidium*, and viruses.

This acceptance applies only to the use of UV Disinfection for compliance with Article 7 of the CPDWR (the surface water treatment rules). It does NOT constitute construction approval for installation or use at individual public water systems. Therefore:

Public water systems must submit plans for individual review and approval to use this technology. Each submittal will be reviewed for approval on a case-by-case basis by the Division as required by Article 1.11.2 of the CPDWR.

Table 1. UV Disinfection Design Submittal Requirements:

Design Requirements for UV Disinfection	
Parameter	**Requirement**
Raw water quality data*	- UV transmittance (UVT) – must span different seasonal conditions where applicable (Winter, runoff, summer) - Turbidity (must be less than 5 NTU) - Manganese < 0.03 mg/L - Iron < 0.3 mg/L

Disinfection goal	System MUST specify which organism is being targeted for inactivation and what log inactivation credit is necessary (eg. 1.0 log *Giardia* for direct filtration plants)
Validation report	MUST be provided to the State during plans review AND must be kept onsite at the facility for review during sanitary surveys.
Dose-monitoring approach	Either "UV Intensity Setpoint" or "Calculated Dose"
Hydraulics	Either – 5 pipe diameters straight pipe upstream of UV (in addition to the length of straight pipe used in validation) OR Identical inlet and outlet conditions to the validated conditions
Desired flow rate (MGD)	System should indicate its design flow rate for this reactor – the Division will approve UV reactors up to their max validated flow given raw water quality conditions (UVT) Instantaneous flow measurement is REQUIRED on all UV installations being used for log-inactivation credit.
Lamp cleaning strategy	Specified during design and called out in the operations and maintenance manual.
Monitoring equipment calibration	Appropriate monitoring equipment for flow, UVT, UV intensity, raw water turbidity must be specified in the design of the UV facility.

***The term 'raw water' means the water entering the UV reactor – could be raw, settled, or filter effluent**

Table 2: UV Disinfection Additional Design Criteria:

Additional Design Criteria
1. Bypass piping to divert water around the UV Disinfection will not be approved. 2. A means to restrict or control flow for each UV Reactor shall be provided. 3. A means to measure the flow through each UV Reactor shall be provided.
Additional Monitoring Requirements
1. The water system shall monitor the UV reactor based upon the dose-monitoring approach specified in the approval letter. Appendix A discusses the monitoring and recordkeeping requirements for each strategy. 2. Monitoring frequencies shall comply with Figure A.2. 3. The water system shall keep an Operations and Maintenance manual for the specific UV reactor installed available onsite for operational use and also for review during a sanitary survey. 4. The water system shall keep records of the following operational parameters (to be reviewed during a Sanitary Survey): a. Summary of flows through the reactor for each month (daily peak flow must be tracked). b. Monthly off spec flow percentage (see figure A.3) c. Monthly summary of dose monitoring (lamp status MUST always be included): i. Either: Monthly calculated dose data summarizing the minimum dose for each day that the unit was in operation (see figure A.4), this includes UVT measurements and minimum daily dose delivered

ii. Or: Monthly intensity setpoint summary verifying UV intensity (see figure A.5) and daily minimum intensity and maximum flow measured.

d. Records of lamp run times, cleaning frequencies, sensor calibrations (per manufacturer specs) must be maintained and available for review. See figures 6.6 – 6.8 of the UVDGM.

Please direct any further correspondence regarding this acceptance to:

Tyson Ingels, P.E.
Colorado Department of Public Health and Environment
Water Quality Control Division
4300 Cherry Creek Drive South
Denver, CO 80246

If you have any questions or comments, please call Tyson Ingels at 303-692-3002.

Sincerely,



Tyson Ingels, P.E.
Lead Drinking Water Engineer
Engineering Section
Water Quality Control Division

ec: CDPHE-WQCD-ES
CDPHE-WQCD-CA

APPENDIX A

The dose monitoring approach for UV compliance is described in the UV Disinfection Guidance Manual (USEPA 2006 - http://www.epa.gov/ogwdw/disinfection/lt2/pdfs/guide_lt2_uvguidance.pdf). Section 3.5 of the manual describes the two dose monitoring strategies typically employed by UV manufacturers. Table 3.6 summarizes the two approaches and is shown in Figure A.1 below:

Table 3.6. Dose-monitoring Approaches – Key Characteristics

Dose-monitoring Strategy	Parameter Used as the Operational Setpoint	Parameters Monitored During Operations to Confirm Dose Delivery
UV Intensity Setpoint Approach	UV Intensity	Flow rate Lamp status UV intensity
Calculated Dose Approach	Calculated or Validated dose [1]	Flow rate Lamp status UV intensity UVT

[1] As noted in Section 3.4.1, the calculated dose is estimated using a dose-monitoring equation. For the Calculated Dose Approach, the validated dose is equal to the calculated dose divided by a Validation Factor, which accounts for biases and experimental uncertainty.

Figure A.1: Dose monitoring approaches summarized in the UVDGM

In either case monitoring frequencies are critical to ensuring the required amount of water is being treated within specifcations. Therefore, the Division is requiring the following monitoring frequencies for UV parameters (figure A.2).

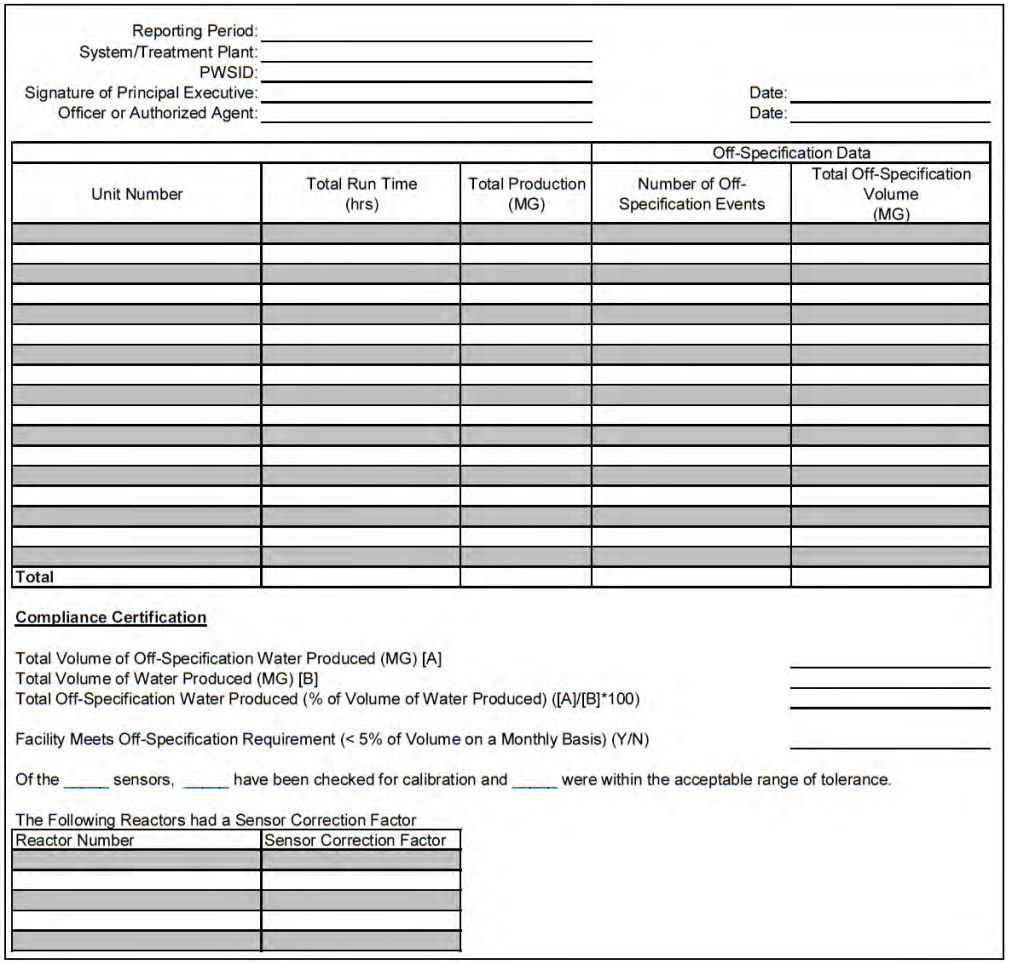
Table 6.7. Recommended Recording Frequency for Required Monitoring Parameters

Parameter	Recommended Recording Frequency	Notes
Off-specification Alarm	Minimum of every 5 minutes	Recording should continue until the alarm condition has been corrected.
UV Intensity	Every 4 hours	The UV intensity must be greater than or equal to the validated setpoint.
UVT[1]	Every 4 hours	The UVT must be greater than or equal to the minimum UVT validated.
Validated Dose[1]	Every 4 hours	The validated dose must be greater than or equal to the D_{Req}.
Lamp Status	Every 4 hours	Lamps should be energized if water is flowing through the UV reactor.
Flow Rate	Every 4 hours	The flow rate should be less than or equal to the maximum flow tested in validation.
Production Volume	Off-specification events and monthly total	The production volume needs to be recorded so the off-specification compliance calculation can be completed.
Calibration of UV Sensors	Monthly	The calibration of the UV sensor should be monitored as described in Section 6.4.1.1.
Calibration of On-line UVT Analyzer[1]	Weekly[2]	The calibration of the UVT analyzer should be monitored as described in Section 6.4.1.2.[1]

[1] Required only if necessary for the dose-monitoring strategy (i.e., the Calculated Dose Approach).
[2] Frequency could be reduced as described in Section 6.4.1.2.

Figure A.2: Required recording frequencies for systems practicing UV Disinfection. The Division recommends the system also monitor in accorance with Table 6.8 of the UVDGM.

Less than 5% of the volume treated by the UV reactor on an monthly basis can be off specification. The system must keep records daily and that data must feed into a summary report which calculates the percentage of water that is off specification (off-spec) for the month. In the event that the water system produces more than 5% off spec water, the water system MUST notify the Divsion within 10 days. This will be a violation of Article 7 of the Colorado Primary Drinking Water regulations. Figure A.3 shows the example summary form from the UVDGM. Water systems may use this form or an equivalent and records must be available for review during a Sanitary Survey.



Reporting Period: _____
System/Treatment Plant: _____
PWSID: _____
Signature of Principal Executive: _____ Date: _____
Officer or Authorized Agent: _____ Date: _____

			Off-Specification Data	
Unit Number	Total Run Time (hrs)	Total Production (MG)	Number of Off-Specification Events	Total Off-Specification Volume (MG)
Total				

Compliance Certification

Total Volume of Off-Specification Water Produced (MG) [A] _____
Total Volume of Water Produced (MG) [B] _____
Total Off-Specification Water Produced (% of Volume of Water Produced) ([A]/[B]*100) _____

Facility Meets Off-Specification Requirement (< 5% of Volume on a Monthly Basis) (Y/N) _____

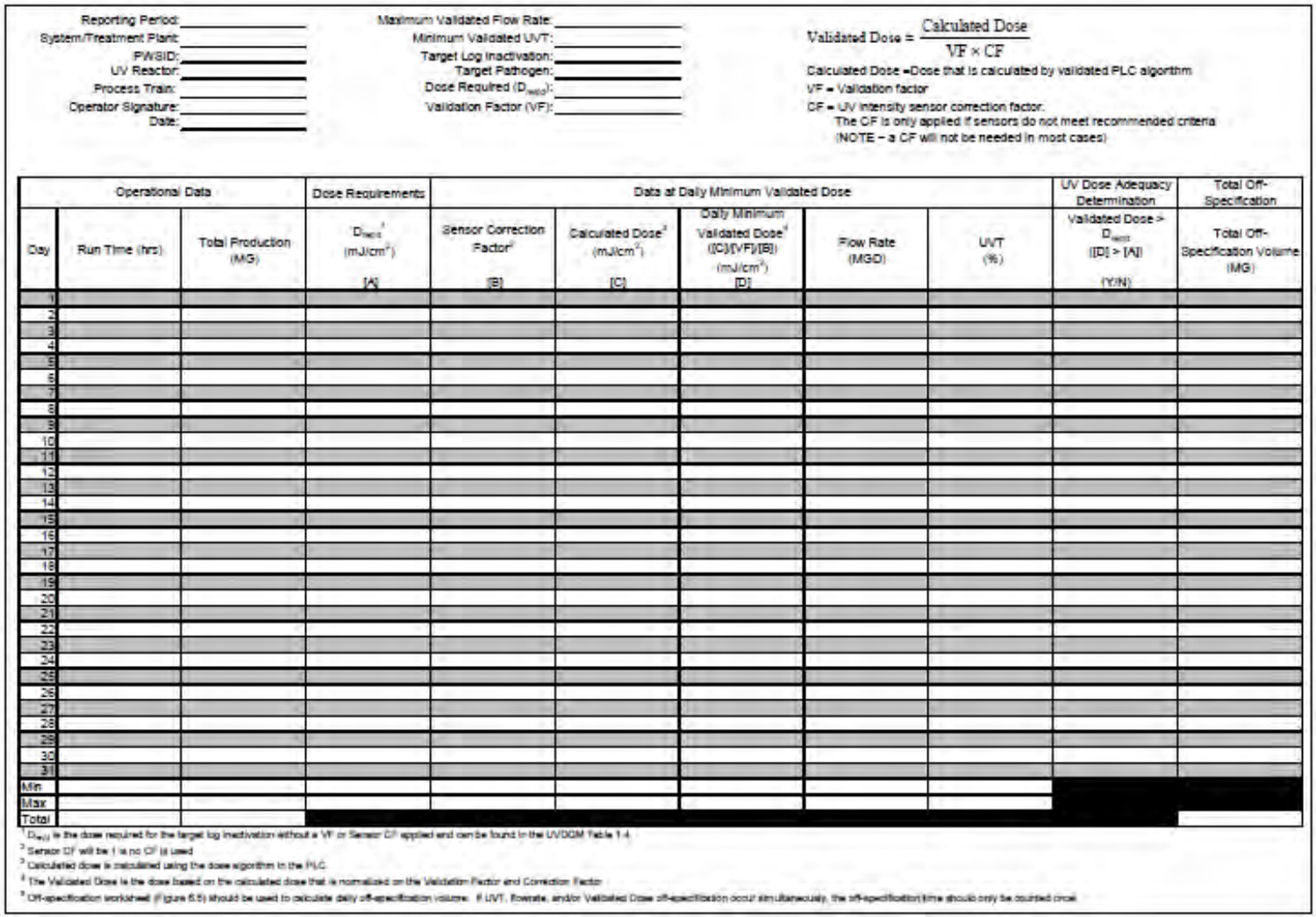
Of the _____ sensors, _____ have been checked for calibration and _____ were within the acceptable range of tolerance.

The Following Reactors had a Sensor Correction Factor

Reactor Number	Sensor Correction Factor

Figure A.3: Summary of off-spec water for a UV facility per the UVDGM (page 6-41)

Water system MUST also keep daily records of the dose montoring strategy that is performed at the facility. Parameters that must be monitored are summarized in figure A.2. Figures A.4 and A.5 show example summary forms from the UVDGM that detail each required parameter on a daily basis. If water systems choose not to use these summary forms, then they must design a form that tracks the eqivalent information.



Reporting Period: _____
System/Treatment Plant: _____
PWSID: _____
UV Reactor: _____
Process Train: _____
Operator Signature: _____
Date: _____

Maximum Validated Flow Rate: _____
Minimum Validated UVT: _____
Target Log Inactivation: _____
Target Pathogen: _____
Dose Required ($D_{req'd}$): _____
Validation Factor (VF): _____

$$\text{Validated Dose} = \frac{\text{Calculated Dose}}{VF \times CF}$$

Calculated Dose =Dose that is calculated by validated PLC algorithm
VF = Validation factor
CF = UV intensity sensor correction factor.
The CF is only applied if sensors do not meet recommended criteria
(NOTE – a CF will not be needed in most cases)

Operational Data			Dose Requirements	Data at Daily Minimum Validated Dose					UV Dose Adequacy Determination	Total Off-Specification
Day	Run Time (hrs)	Total Production (MG)	$D_{req'd}$[1] (mJ/cm²) [A]	Sensor Correction Factor[2] [B]	Calculated Dose[3] (mJ/cm²) [C]	Daily Minimum Validated Dose[4] ([C]/[VF]/[B]) (mJ/cm²) [D]	Flow Rate (MGD)	UVT (%)	Validated Dose > $D_{req'd}$ ([D] > [A]) (Y/N)	Total Off-Specification Volume (MG)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
Min										
Max										
Total										

[1] $D_{req'd}$ is the dose required for the target log inactivation without a VF or Sensor CF applied and can be found in the UVDGM Table 1-4
[2] Sensor CF will be 1 is no CF is used
[3] Calculated dose is calculated using the dose algorithm in the PLC
[4] The Validated Dose is the dose based on the calculated dose that is normalized on the Validation Factor and Correction Factor
[5] Off-specification worksheet (Figure 6.5) should be used to calculate daily off-specification volume. If UVT, flowrate, and/or Validated Dose off-specification occur simultaneously, the off-specification time should only be counted once

Figure A.4: Summary of calculated dose monitoring form for a UV facility per the UVDGM (page 6-42)

Reporting Period: _____
System/Treatment Plant: _____
PWSID: _____
UV Reactor: _____
Process Train: _____
Operator Signature: _____
Date: _____

Maximum Validated Flow Rate: _____
Minimum Validated UVT: _____
Target Log Inactivation: _____
Target Pathogen: _____
Intensity Setpoint: _____

Operational Data						Intensity Requirements			Daily Minimum Intensity		Total Flow Off-Specification
			Flow Rate								
Day	Run Time (hrs)	Total Production (MG)	Min (mgd)	Ave (mgd)	Max (mgd)	Intensity Setpoint (W/m^2) [A]	Sensor Correction Factor[1] [B]	Adjusted Intensity Setpoint (W/m^2) ([A] * [B]) [C]	Daily Minimum Intensity (W/m^2) [D]	Minimum Daily Intensity > Adjusted Intensity Setpoint ([D] > [C]) (Y/N)	Total Flow Off-Specification[2] (MG)
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
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24											
25											
26											
27											
28											
29											
30											
31											
Min											
Max											
Total											

[1] Sensor CF will be 1 is no CF is used.
[2] UVT measurements are not required but could be useful in addressing operational issues.
[3] Off-specification worksheet (Figure 6-5) should be used to calculate daily off-specification volume. If UV intensity or dosage off-specification occurs simultaneously, the off-specification time should only be counted once.

Figure A.5: Summary of intensity setpoint monitoring form for a UV facility per the UVDGM (page 6-43)

Basis for Acceptance of NSF/ANSI Standard 55 Class "A" Ultraviolet Disinfection Equipment

for

Use in Small Public Water Systems in Colorado

Colorado Department of Public Health and Environment
Water Quality Control Division
Engineering Section

March 2013

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1. EXECUTIVE SUMMARY

The US EPA's 2006 Ultraviolet Disinfection Guidance Manual (UVDGM) provides guidance for public water systems (PWS) employing ultraviolet disinfection in meeting the requirements of both the Long Term 1 and Long Term 2 Enhanced Surface Water Treatment Rules (LT1/LT2ESWTR). LT1/LT2ESWTR stipulates a minimum treatment of key pathogens coupled with a tiered level of required inactivation for *Cryptosporidium* based on the raw water concentration. In Colorado, the majority of PWS's that are classified as surface water (SW) or groundwater-under-the-direct-influence (GWUDI) of surface water, subject to the LT1/LT2ESWTR, are required to treat water to the following levels:

- 4-log removal/inactivation of viruses
- 3-log removal/inactivation of *Giardia*
- 2-log removal of *Cryptosporidium*

The UVDGM provides detailed requirements for validation testing for UV equipment for use in PWS water treatment installations. The validation process is rigorous and necessarily involves the testing of varying UV intensities, flow rates, and water quality conditions. The UVDGM however does allow for the States to consider alternative validation protocols (refer to Section 5.2.2 of the UVDGM). The UVDGM indicates that UV systems certified under NSF Standard 55 should be evaluated on a case-by-case basis. The certification process defined by NSF Standard 55 Class A is not equivalent to the validation requirements of the UVDGM and the State of Colorado does not recognize them as equal. However, this paper provides the basis for rationale and limitations that the State of Colorado employs in approving the use of NSF Standard 55 Class A ultraviolet disinfection equipment.

There are numerous small PWS's in Colorado that often lack the resources and level of sophistication that larger PWS's have available. For the purpose of this paper, a "small" PWS is defined as having an individual treatment plant capacity of less than 100 gallons per minute (gpm). These systems typically do not have full-time on-site water treatment operators. These systems typically have a fixed flow rate treatment capacity best described in gallons-per-minute (gpm) rather than million-gallons-per-day (MGD). The water source(s) for the small PWS are typically fixed flow rate wells, springs, or infiltration galleries, often classified as GWUDI. These small PWS's can benefit from the use of the low cost, widely available NSF Standard 55 Class A UV (NSF55A) equipment. The State of Colorado finds that under certain limited circumstances, NSF55A equipment can provide treatment efficacy equivalent to that required by the UVDGM. The circumstances under which the State of Colorado may approve NSF55A UV equipment are described in Table 1.

Table 1 - System Requirements for NSF55A Eligibility in Colorado

Parameter		Value or Description
UV equipment Certification		NSF/ANSI Standard 55 Class A only
Flow through UV reactor		Less than or equal to NSF55A certified capacity for reactor
Treatment Plant Capacity		100 gallons per minute (maximum)
UV Influent Water Quality		Iron, manganese, hardness, UVT, turbidity, etc. all less than or equal to manufacturer's requirements.
Minimum NSF55A certified UV dose		40 mJ/cm^2
Maximum Department approved log inactivation credit for:	*Giardia*	0.5-log
	Cryptosporidium	Zero. No inactivation credit for UV treatment will be given.
	virus	Zero. No viral inactivation credit for UV treatment will be given.
Dose Monitoring Approach		UV Intensity Setpoint
Other Treatment Requirements		UV equipment must be preceded by a Department approved filtration technology providing 2.5-log *Giardia* removal / 2.0 log *Cryptosporidium* removal credit and followed by a Department approved chemical disinfection system providing 4-log virus inactivation.

2. INTRODUCTION

This paper presents the Water Quality Control Division's (Department) comparison of the requirements of US EPA's 2006 *Ultraviolet Disinfection Guidance Manual* (UVDGM) and the criteria of the 2012 *NSF/ANSI Standard 55 Ultraviolet Microbiological Water Treatment Systems.* The NSF/ANSI Standard 55 has criteria for two classes of UV equipment: Class A and Class B. Class A is rated to provide an ultraviolet (UV) dose of 40 mJ/cm^2 and is specifically designed to "inactivate …microorganisms, including bacteria, viruses, *Cryptosporidium* oocysts, and *Giardia* cysts from contaminated water" (NSF/ANSI 55 section 1.2.1). Class B equipment is certified to provide a UV dose of 16 mJ/cm^2 and is designed for "supplemental bactericidal treatment of disinfected public drinking water" (NSF/ANSI 55 Section 1.2.2). Class B reactors are designed for the purpose of adding additional treatment to water already considered potable water and fully compliant with the Colorado Primary Drinking Water Regulations (CPDWR). The purpose of this document is to allow certain UV reactors for disinfection of a non-potable source water, hence, Class B was not considered. However, the Department does find that the use of NSF/ANSI 55 Class A (NSF55A) UV equipment may be suitable and approved for use by public water systems (PWS) under certain limited conditions.

A key distinction between the UVDGM and NSF55A is that NSF55A quantifies a fixed, numeric minimum UV dose for equipment certification whereas the UVGDM requires UV disinfection to be validated for the appropriate, site specific inactivation credit objective. NSF55A UV equipment is certified to provide a minimum UV dose of 40 mJ/cm^2 within specified operating conditions. The UVDGM validation procedure allows for the PWS and/or UV manufacturer to designate the validated UV dose. The NSF certification conditions are not the same as the UV validation requirements outlined in the UVDGM, and NSF55A certification, by itself, cannot be considered equivalent to the validation process to that outlined by the UVDGM. However, there are possible instances where use of NSF55A equipment can meet the requirements of the UVDGM and be suitable for use in meeting the disinfection requirements of both the Long Term 1 Enhanced Surface Water Treatment Rule and the Long Term 2 Enhanced Surface Water Treatment Rule (LT1/LT2ESWTR).

The UVDGM requires that UV equipment be validated for the intended operation conditions by the manufacturer and routinely in the field. The validation requirements of the UVDGM are rigorous, and therefore, operator intensive and costly. Manufacturers of UV equipment do not typically go to the expense of validation for low-cost equipment suitable for flows in the tens of gallon per minute range. As a practical result, there are few, if any, UV options for small systems that have been validated in accordance with the UVDGM. Table 2 below contains a summary of the UVDGM validation requirements.

Table 2 - Summary of UV Validation Requirements per the EPA UVDGM

Requirement	Conditions	Citation
Validated operating conditions must include	• Flow rate • UV intensity as measured by a UV sensor • UV lamp status	40 CFR 141.720 (d)(2)
Validation testing must include	• Full-scale testing of a reactor that conforms uniformly to the UV reactors used by the water system • Inactivation of a test microorganism whose dose-response characteristics have been quantified with a low-pressure mercury vapor lamp	40 CFR 141.720 (d)(2)(ii)
Validation testing must account for	• UV absorbance of the water • Lamp fouling and aging • Measurement uncertainty of on-line sensors • UV dose distributions arising from the velocity profiles in the reactor • Failure of UV lamps or other critical components • Inlet and outlet piping or channel configurations of the UV reactor	40 CFR 141.720 (d)(2)(i)

Source: UVDGM Table 5.1 Summary of LT2ESWTR Validation Requirements

For any given UV installation, the UVDGM requires that the particular model of UV reactor be validated for the intended inactivation credit objective under the operating conditions it will be used. Specifically, the unit will be validated to provide a particular UV dose (measured in mJ/cm^2) under the specified operating conditions (flow rate, water quality, etc.) Depending upon the level of total treatment complexity (i.e., filtration, water type, etc.) and the LT1/LT2ESWTR removal/inactivation requirements, the necessary level of UV dose can vary and be site specific. A system could meet the LT1/LT2ESWTR requirements using a combination of filtration, UV disinfection and chemical disinfection.

Therefore, the level of UV dose required will depend upon the various treatment processes employed by the PWS and level of pathogen removal stipulated by the LT1/LT2ESWTR. The PWS will design and employ UV treatment processes to deliver the site specific UV dose in conjunction with other treatment processes to provide a cumulative effective pathogen destruction/removal rate. According to the UVDGM, the log inactivation of pathogens varies with the level of UV dose as shown in Table 3. Note that these UV dosages apply to post-filtration applications.

Table 3 – UV Dose Requirements (mJ/cm^2) for Pathogen Inactivation

Target Pathogen	Log Inactivation							
	0.5	**1.0**	**1.5**	**2.0**	**2.5**	**3.0**	**3.5**	**4.0**
Cryptosporidium	1.6	2.5	3.9	5.8	8.5	12	15	22
Giardia	1.5	2.1	3.0	5.2	7.7	11	15	22
Virus	39	58	79	100	121	143	163	186

Source: UVDGM Table 1.4 UV Dose Requirements – millijoules per centimeter squared (mJ/cm^2)

For example, if a particular PWS is using a form of filtration that provides 2.0-log *Cryptosporidium* removal and must provide a total *Cryptosporidium* treatment of 5.0-log, then the use of UV to supply the remaining 3.0-log inactivation of *Cryptosporidium* may be employed. For this example case, according to Table 3 above, the UV treatment system must be validated for 12 mJ/cm^2 under all operating conditions. The design of the UV equipment chosen for this example use can be optimized to provide only the UV dose required (i.e., 12 mJ/cm^2).

The UVDGM provides the protocol for validating UV equipment under a wide variety of operating conditions and effective UV dosages. In contrast, NSF55A does not provide flexibility in UV dosages. NSF55A is strictly limited to a UV dose of 40 mJ/cm^2 under the manufacturer specified operating conditions. Note that a large water treatment facility would probably choose to target their UV equipment design to provide the optimal UV dose and save on electrical and maintenance costs. For larger installations, the cost savings of targeting the equipment size more than offsets the cost and effort of undergoing validation testing per the UVDGM. The Tojan UVMax Pro 50UV, one of the smallest validated UV reactors, has a minimum hydraulic capacity of 50 gpm at a manufacturer's recommended cost of greater than $5,000. Other small validated reactors (12" diameter) begin at as much as $50,000 for a full installation (i.e. Trojan, 4L12 reactor). Alternately, NSF55A UV equipment is available from a number of manufacturers at certified flow rates ranging from 10 to 30 gallons per minute (gpm). Costs for NSF55A UV equipment ranges from $1,500 for a 10-gpm unit to $2,200 for a 30-gpm unit (Source: USABluebook for Trojan UVMax Pro).

The UVDGM does allow for the States to consider alternative validation protocols. Section 5.2.2 of the UVDGM indicates that UV equipment bearing NSF Standard 55 certification should be evaluated on a "case-by-case basis". This paper discusses the State of Colorado's evaluation of NSF Standard 55 Class A equipment for use by PWS's under limited circumstances. The Department provided this evaluation by comparing the capabilities of the NSF55A UV unit against the UVDGM requirements and establishing operational and monitoring parameters to be used in combination with a maximum treatment credit that minimizes risk.

3. DOSE MONITORING STRATEGIES

According to the UVDGM, UV equipment employed by a PWS must operate under one of two approved dose monitoring strategies. The UVDGM allows for PWS to use UV equipment in either a "UV Intensity Setpoint" approach or a "Calculated Dose" approach.

UV INTENSITY SETPOINT APPROACH

This approach relies on one or more "setpoints" for UV intensity that are established during validation testing to determine UV dose. The UV intensity measured by the UV sensors must meet or exceed the setpoint(s) to ensure delivery of the required dose. Reactors must also be operated within validated operation conditions (flow rate, lamp status, etc.) In the UV Intensity Setpoint Approach, the ultra-violet transmittance (UVT) of the water does not need to be monitored separately. Instead, the intensity readings by the sensors account for changes in UVT. The operating strategy can be with either a single setpoint (one UV intensity setpoint is used for all validated flow rates) or a variable setpoint (UV intensity setpoint varies for a range of validated flow rates).

CALCULATED DOSE APPROACH

This approach uses a dose monitoring equation to estimate the UV dose based on the flow rate, UV intensity, and UVT, as measured during reactor operations. During reactor operations, the UV reactor control system inputs the measured parameters into the dose monitoring equation to produce a calculated dose. The calculated dose (based on real-time operating conditions such as flow rate, UV intensity, UVT, etc.) is compared to the required dose for the target pathogen and log inactivation level.

The Calculated Dose Approach appears to be appropriate for treatment systems with varying flow rates and varying water quality. Under optimal conditions (low flow and high quality) a reduction in UV energy can be utilized to provide the required UV dose. As water treatment conditions deteriorate (higher flow and lower quality) additional UV energy can be utilized (i.e., powering on additional units or lamps) to provide the required dose. The Calculated Dose approach requires a level of sophistication, instrumentation, controls and operation that are typically not available to a small PWS. The UV Intensity Setpoint Approach appears to be optimal for a PWS which has relatively constant raw water quality and treatment flow rates. For a small PWS, the State of Colorado finds that only the single Intensity Setpoint approach is applicable for utilizing NSF55A UV equipment to comply with the log inactivation requirements of Article 7 of the Colorado Primary Drinking Water Regulations (CPDWR) due to the equipment limitations, the validation requirements, and associated costs to satisfy the calculated dose approach.

4. UVDGM VALIDATION AND NSF/ANSI STANDARD 55A CERTIFICATION

The UVDGM validation procedure allows for the PWS and/or the UV reactor's manufacturer to designate the validated dose of UV irradiation delivered. This procedure is advantageous because it allows for PWS and/or manufacturers to size UV reactors for the site specific UV dose required. In contrast to this approach, NSF55A stipulates that the UV equipment must deliver a minimum dose of 40 mJ/cm^2 "at the alarm set point". The NSF55A equipment must deliver a dose of 40 mJ/cm^2 regardless of water quality conditions and irrespective of any particular inactivation credit objective.

SIMILARITIES BETWEEN UVDGM AND NSF55A

- Both NSF55A and the UVDGM allow for the PWS/UV manufacturer to specify the operating conditions (i.e., flow rate, water quality, etc.).
- Both NSF55A and the UVDGM require a dose/response relationship to be developed for the challenge microorganism using collimated UV light.
- Both NSF55A and the UVDGM allow for use of MS2 Phage as an appropriate indicator organism
- Both NSF55A and the UVDGM establish UV reactor dosages by comparing the apparent log-reduction of challenge microorganism through the reactor against the previously established dose/response relationship.. The UVDGM describes this relationship through the Reduction Equivalent Dose (RED) parameter using the field-measured log inactivation as the input variable.

DIFFERENCES BETWEEN UVDGM AND NSF55A

- UVDGM requires that both lamp fouling and lamp aging be accounted for during validation testing. The "validated dose" must be confirmed to be delivered under aged and fouled lamp conditions. Note that the validated dose is not specified by UVDGM, rather it is to be established by the PWS or UV reactor's manufacturer as that which meets the appropriate inactivation credit objective.

  In contrast, NSF55A does not specifically address aged or fouled lamps for Class A systems. Rather the units are to be equipped with a UV sensor which is to alarm and/or disable the unit when the UV dose falls below 40 mJ/cm^2. The NSF55A procedure requires that the sensor alarm be tested by delivering a dose of parahydroxybenzoic acid (PHBA) into the feed stream sufficient to activate the alarm system. Sufficient PHBA shall be added to reduce UV light transmission to the alarm set point in the device. Appendix D of the UVDGM indicates that PHBA is an acceptable UV-absorbing chemical which can be added to the bulk flow of water to simulate high UV absorbance. NSF55A relies on the alarm sensor to confirm the dose (40 mJ/cm^2) regardless of the means of reduced UV efficacy (fouling, aging, water quality, etc.).
- UVDGM requires that the "validated dose" contain a reduction factor thtat accounts for "biases associated with using a challenge microorganism instead of a target pathogen and for experimental uncertainty" (UVDGM 5.2.1). NSF55A does not have any similar reduction factors.

These highlights only briefly discuss the similarities and differences between UVDGM and NSF55A, Table 5.1 of the UVDGM provides a summary of LT2ESWTR UV validation requirements. These requirements are listed in Table 4 on the following page in comparison to the provisions of NSF55A. Most of the requirements of UVDGM can be met by NSF55 with the exception of addressing the

uncertainty associated with UV sensor measurements. This exception, in conjunction with not providing for "reduction factors" due to experimental uncertainty, is the basis for the Department not accepting the NSF55A 40 mJ/cm^2 dose rating as a UVDGM validated dose. However, the Department finds that a reduction of the NSF55A certified dose is appropriate for approval of NSF55A equipment being used in PWS treatment systems. Consideration of an appropriate reduction factor is discussed in greater detail in the following section of this paper.

Table 4 – NSF55A Comparison UVDGM Validation Requirements

Conditions required to be accounted for by UVDGM	NSF55A Comparison Note	NSF55 Reference
Flow rate	Flow rate is specified by manufacturer. The maximum possible flow rate through the reactor shall be the test flow.	7.2.2.7.a)
UV intensity as measured by a UV sensor	UV intensity is "measured" by a sensor, however; the standard does not specify reporting of the value. The standard does specify that when the intensity falls below the threshold of providing a dose of 40 mJ/cm^2 the reactor must go into alarm mode	7.2.2.1 7.2.2.8.2.1
UV lamp status	Not addressed by NSF55A. The assumption is that if there is a lamp status issue (i.e., lamp not operating) the reactor will go into alarm mode if the UV intensity does not deliver the dose of 40 mJ/cm^2	6.2.1
Full-scale testing of a reactor that conforms uniformly to the UV reactors used by the water system	Reactor make, model and class designation are reported in the certification.	8.1.1
Inactivation of a test microorganism whose dose-response characteristics have been quantified with a low-pressure mercury vapor lamp	The test microorganism for NSF/ANSI Standard 55 Class A systems is MS-2 Coliphage American Type Culture Collection (ATCC)14 # 15597-B1. This is the only test microorganism allowed under NSF55. This organism is also recognized by the UVDGM and Appendix A includes information regarding stock preparation and published dose-response curves	7.2.1.1
UV absorbance of the water	UV absorbance of bulk water is not directly accounted for under NSF55A. However, it is "indirectly" accounted for as it is one of several variables that can reduce the amount of UV light striking the alarm sensor. Thus any amount of UV_{ABS} that sufficiently reduces the dose to below 40 mJ/cm^2 would be accounted for. - Additionally, NSF55A requires that PHBA be added to the feed stream to increase UV_{ABS} and activate the alarm. The disinfection test procedure shall be conducted at the alarm condition (i.e., enough UV_{ABS} to activate alarm) to verify a dose of 40 mJ/cm^2.	7.2.2.1 6.2.3.3.d) 7.2.2.5.1 7.2.2.7.d)
Lamp fouling and aging	Lamp fouling and aging are not directly accounted for under NSF55A. However, it is "indirectly" accounted for as it is one of several variables that can reduce the amount of UV light striking the alarm sensor. Thus any reduction in UV irradiance that sufficiently reduces the dose to below 40 mJ/cm^2 would be accounted for.	7.2.2.1
Measurement uncertainty of on-line sensors	NSF/ANSI Standard does not address uncertainty of on-line sensors	NONE
UV dose distributions arising from the velocity profiles through the reactor	NSF/ANSI Standard does not address UV dose distributions arising from velocity profiles through reactor. However, the reactor is tested at the maximum flow rate (corresponds to highest velocity and shortest residence time) and must deliver a dose of 40 mJ/cm^2	For max flow refer to 6.2.3.3.a)
Failure of UV lamps or other critical components	Not addressed by NSF55A. The assumption is that if there is a lamp status issue (i.e., lamp not operating) the reactor will go into alarm mode if the UV intensity does not deliver the dose of 40 mJ/cm^2	6.2.1
Inlet and outlet piping or channel configurations of the UV reactor	Not directly addressed in the NSF55 test procedure. However, the UV reactor's manufacturer must specify the plumbing connections for the test procedure and include them in the detailed instructions for installation, operation and maintenance for each system.	8.1.1

Compare to: UVDGM Table 5.1 Summary of LT2ESWTR Validation Requirements

5. DEPARTMENT'S METHOD TO RATE NSF55A EQUIPMENT

In Colorado, the majority of PWS's classified as surface water (SW) or groundwater-under-the-direct-influence (GWUDI) of surface water, subject to LT1/LT2ESWTR, are required to treat water to the following levels per Article 7 of Colorado Primary Drinking Water Regulations (CPDWR):

- 4-log removal/inactivation of viruses
- 3-log removal/inactivation of *Giardia*
- 2-log removal of *Cryptosporidium*

Note that there are a few PWS's in Colorado with more stringent removal criteria based on the raw water concentration of *Cryptosporidium.*

To meet the required minimum log inactivation credits, Article 7 of the CPDWR requires that surface water and groundwater under the direct influence of surface water sources receive treatment through approved filtration and disinfection processes. While Article 7 of the CPDWR includes some typical examples of approved filtration technologies that can be used, small systems, in general, do not use the CPDWR listed technologies due to economic and operational infeasibilities. To help accommodate the needs of small water systems, the Department has pre-accepted a number of alternative filtration technologies that meet the requirements of Article 7 of the CPDWR. Since filtration methods do not meet all the removal/inactivation requirements by themselves, additional treatment methods, such as UV disinfection and chlorination, are used in combination with the filtration. The Department considered whether the NSF55A UV reactors can reliably achieve the required treatment credits for viruses and *Giardia* not provided by the filtration treatment and for enhanced treatment of *Cryptosporidium* based on source water needs.

The majority of the filtration technologies which are economically feasible for small systems are bag or cartridge filtration systems. Bag or cartridge filtration, when accepted by the Department, will be granted compliance credit of 2.5-log removal for *Giardia*, 2.0-log removal for *Cryptosporidium*, and no removal for viruses. Thus, the Department considered whether NSF55A certified UV reactor models have the ability to provide the remaining 0.5-log inactivation credit for *Giardia*, 4-log inactivation of viruses, and any log credit removal for *Cryptosporidium*. With the initial understanding that the NSF55A UV reactor models provide a certified dose of 40 mJ/cm^2, the Department first considered what level of pathogen and virus inactivation this dose can theoretically provide. Table 3 indicates that the certified 40 mJ/cm^2 dose from a NSF55A UV reactor can theoretically provide significantly more treatment than the required UV does of 22 mJ/cm^2 to achieve 4.0-log inactivation of *Giardia* and *Cryptosporidium*. Similarly, Table 3 indicates that the certified 40 mJ/cm^2 dose from a NSF55A UV reactor can theoretically provide slightly more treatment than the required UV dose of 39 mJ/cm^2 to achieve 0.5-log inactivation of viruses. While a strong indication that the NSF55A UV reactor can achieve log credit inactivation for pathogens and viruses, the 40 mJ/cm^2 certification does not provide the same level of validation testing and operational monitoring scrutiny as the UVDGM validated dose to ensure continuous inactivation of pathogens and viruses. These shortcomings must be considered when setting inactivation credits.

The Department investigated whether, and under what conditions, NSF55A UV reactors could be expected to provide a specific UV dose for log inactivation with a high level of confidence. Two aspects contribute to this evaluation, treatment and operational monitoring. The NSF55A certification provides a onetime manufacturer's test that does not address all of the aspects of the UVDGM validated dose. The Department investigated if the certified dose could be associated with a specific performance confidence (i.e. operational safety factor) that would allow the Department, when combined with appropriate monitoring, to accept NSF55A UV reactors for specific log credit removals. As a first step, the

Department began by considering appropriate log credit removals for the NSF55A UV reactor through a comparison to the validated dose requirements of the UVDGM.

According to the UVDGM, the "validated" dose of a given reactor is the reduction equivalent dose (RED) reduced by a "Validation Factor" and can be calculated using the following equation:

$$Validated\ Dose = RED/VF$$

Where: RED = Reduction Equivalent Dose
VF = Validation Factor

RED equates a specific UV dose to a corresponding log credit inactivation through laboratory experimentation. VF, the validation factor, accounts for "biases associated with using a challenge microorganism instead of a target pathogen and for experimental uncertainty". The Validation Factor is defined as follows (UVDGM Equation 5.13):

$$VF = B_{RED} \times \left(1 + \frac{U_{VAL}}{100}\right)$$

Where: VF = Validation Factor
B_{RED} = RED Bias Factor
U_{VAL} = Uncertainty of Validation expressed as a percentage

The Uncertainty of Validation (U_{VAL}) is also referred to as the "experimental uncertainty" by the UVDGM. The UVDGM describes three variables which contribute to U_{VAL} for systems using the intensity setpoint approach. These three variables are: the uncertainty in the Setpoint value (U_{SP}), the uncertainty of UV sensor measurements (U_S), and the uncertainty of the UV dose-response inactivation relationship of the target pathogen and test microorganism (U_{DR}). Using the most conservative approach outlined in the decision tree of Figure 5.4 in the UVDGM, U_{VAL} is to be calculated as follows:

$$U_{VAL} = \sqrt{\left({U_{SP}}^2 + {U_S}^2 + {U_{DR}}^2\right)}$$

Where: U_{VAL} = Uncertainty of Validation
U_{SP} = Uncertainty in the UV Setpoint Value
U_S = Uncertainty in the UV sensor measurement
U_{DR} = Uncertainty in the dose-response relationship

A NSF/ANSI Standard 55 certification does not contain enough information to properly evaluate the Uncertainty of Validation or the RED bias factor. So, instead of applying these formulas from experimental data per the UVDGM, the Department chose to take the following approach:

1. Work from the known 40 mJ/cm^2 dose applied by the NSF55A UV reactor and the established Reduction Equivalent Dose (i.e. dose tied to specific pathogen and virus reductions) to determine the associated uncertainty and biases.
2. Determine whether the calculated uncertainty in conjunction with minimum monitoring requirements could provide a high level of confidence that the water treated through NSF55A UV reactors satisfies minimum log credit reductions for pathogens.

To test the above approach, the Department worked through an example calculation for *Giardia* treatment using the following assumptions:

- Per Table No. G.16 of the UVDGM, the Validated Dose must equal 1.5 mJ/cm^2 to achieve 0.5 log *Giardia* inactivation.
- Assuming the worst UVT (%) and Challenge UV Sensitivity (mJ/cm^2/log I) in Table No. G.16 of the UVDGM as a conservative measure, the RED Bias factor equals 6.09.
- Since RED equals the applied dose, the Department used the NSF55A certified 40 mJ/cm^2 as RED.

Working from these assumptions, the Department calculated the uncertainty and bias. The first step to calculate the Validation Factor is as follows:

$$VF = \frac{40\,\frac{mJ}{cm^2}}{1.5\,\frac{mj}{cm^2}} = 26.7$$

Using this calculated value, the Department calculated U_{VAL} by using the worst case option for $B_{red}B_{RED}$ as follows:

$$U_{val} = 100 * \left(\frac{26.7\,\frac{mJ}{cm^2}}{6.09} - 1 \right) \sim 338\%$$

The result means that if the combined uncertainty and/or bias from all factors, such as U_S, U_{SP}, and U_{DR}, equals or exceeds 338 percent when treating the worst allowable water quality through the reactor, the NSF55A UV reactor produces water not fully capable of meeting the associated *Giardia* log inactivation. This answer represents a possible scenario that the Department must evaluate when used in conjunction with potential monitoring options. For the full range of options to be considered, the Department followed the methodology used in this example to develop the uncertainty and bias for a range of log credit removals for viruses, *Cryptosporidium*, and *Giardia*. The results of this work are found in Table 5.

Table 5 – Uncertainty of Validation (UVAL) Percentage for Pathogen Inactivation

Target Pathogen	Value	Log Inactivation							
		0.5	**1.0**	**1.5**	**2.0**	**2.5**	**3.0**	**3.5**	**4.0**
Giardia	Percent Uncertainty (U_{VAL})	337.9	147.1	78.3	28.6	3.9	N/A	N/A	N/A
	Validated Dose (mJ/cm^2)	1.5	2.1	3.0	5.2	7.7	11	15	22
	B_{red}	6.09	7.71	7.48	5.98	5.00	4.17	3.54	2.73
Cryptosporidium	Percent Uncertainty (U_{VAL})	332.5	130.5	60.0	23.4	0.1	N/A	N/A	N/A
	Validated Dose (mJ/cm^2)	1.6	2.5	3.9	5.8	8.5	12	15	22
	B_{red}	5.78	6.94	6.41	5.59	4.70	3.94	3.54	2.84
Virus	Percent Uncertainty (U_{VAL})	0.6	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Validated Dose	39	58	79	100	121	143	163	186
	B_{red}	1.02	1.06	1.07	1.08	1.09	1.09	1.09	1.09

"N/A" designates conditions where the NSF55A UV reactor cannot provide a sufficient dose to meet the log inactivation.

The Uncertainty of Validation is developed from three main variables, U_S, U_{SP}, and U_{DR}. The most conservative relationship between the Uncertainty of Validation and the U_S, U_{SP}, and U_{DR} found in the UVDGM is found above in this section. Each of these variables can represent a different uncertainty value that contributes toward the overall Uncertainty of Validation. By working from the Uncertainty of Validation, the Department evaluated how much one, two, or three of these contributing variables would have to be in error to be equal to or in excess of the Uncertainty of Validation percentages found in Table 5. For this assessment, the Department assumed that multiple variables were of equal uncertainty for simplicity. These results are outlined in Table 6.

Table 6 – Percent Uncertainty Thresholds for US, USP, and UDR

Target Pathogen	Number of Variables in Error	Log Inactivation				
		0.5	1.0	1.5	2.0	2.5
Giardia	One	337.9	147.1	78.3	28.6	3.9
	Two	238.9	104.0	55.33	20.2	2.8
	Three	195.1	84.9	45.18	16.5	2.2
Cryptosporidium	One	332.5	130.5	60.0	23.4	0.1
	Two	235.1	92.3	42.4	16.5	0.1
	Three	192.0	75.4	34.6	13.5	0.1
Virus	One	0.6	N/A	N/A	N/A	N/A
	Two	0.4	N/A	N/A	N/A	N/A
	Three	0.3	N/A	N/A	N/A	N/A

N/A designates conditions where the NSF55A UV reactor cannot provide a sufficient dose to meet the log inactivation.

The values in this table allow the Department to evaluate the potential whether the NSF55A UV reactor will produce off specification water if one or more of the test variables exceed these uncertainties. For example, consider the probability of a single source of error, such as the Uncertainty of the UV Sensor Measurement (U_S), exceeding the percentage listed in Table 6 for a 0.5 log inactivation of viruses. Since the U_S would have to equal or exceed 0.6 percent error, the likelihood of the NSF55A UV reactor creating off specification water appears highly probable. Similarly, consider the probability of all three of the variables contributing toward the overall uncertainty, U_S, U_{SP}, and U_{DR}, equaling or exceeding the percentage listed in Table 6 for a 0.5 log inactivation of viruses. Since the U_S, U_{SP}, and U_{DR} would each have to equal or exceed 0.3 percent error, the likelihood of the NSF55A UV reactor creating off specification water appears highly probable. Alternately, consider the probability of all three of the variables contributing toward the overall uncertainty, U_S, U_{SP}, and U_{DR}, equaling or exceeding the percentage listed in Table 6 for a 0.5 log inactivation of *Giardia*. Since the U_S, U_{SP}, and U_{DR} would each have to equal or exceed 195.1 percent error, the likelihood of the NSF55A UV reactor creating off specification water appears highly improbable.

Based on the three contributing uncertainties, only one uncertainty appears to be capable of fully failing under operating conditions. This factor is the Uncertainty of the UV Sensor Measurement (U_S). A sensor has the potential to provide false high readings that result in error of an unknown magnitude, provide false low readings that result in error of an unknown magnitude, or completely fail. If the required monitoring prevents the treatment of water through the NSF55A UV reactor when the sensor registers a UV dose less than 40 mJ/cm^2, two of the potential failures become inconsequential. For the remaining concern of a false high reading, the Department considered what level of uncertainty posed an unacceptable risk for producing off specification water for viruses, *Giardia*, and *Cryptosporidium*.

Assuming that the Department can optimize the monitoring requirements, discussed in Section 6 of this document, the Department finds the following for defining the log credit treatment capacities of the NSF55A UV reactor for viruses, *Cryptosporidium*, and *Giardia*:

VIRUS INACTIVATION CREDIT FOR NSF55A UV INSTALLATIONS

Referring to the information presented previously in Table 3, a UV dose of 39 mJ/cm^2 is required to deliver a 0.5-log inactivation credit for viruses. A 0.6 percent error of any experimental data element would prevent the NSF55A UV reactor from providing this minimum dose. The high probability of an error that exceeds 0.6 percent presents too much risk to ensure the treatment system will meet the required treatment. **The Department does not award any virus inactivation credit for the NSF55A UV equipment.**

CRYPTOSPORIDIUM INACTIVATION CREDIT FOR NSF55A UV INSTALLATIONS

Item 7.3.1(1) of the CPDWR requires that treatment systems provide 2-log credits of treatment for the removal of *Cryptosporidium*. This requirement is very clear that this treatment must be provided through removal and not inactivation. Based on this portion of the regulation, UV cannot be use for the initial 2-log treatment of *Cryptosporidum*. Per the requirements for enhanced treatment for *Cryptosporidium*, filtered systems with confirmed *Cryptosporidium* in the source water require additional log credit treatment. While UV treatment may be used to achieve this additional *Cryptosporidium* treatment, item 7.4(2) of the CPDWR outlines the requirements of the reactor validation testing and operating conditions; NSF55A UV reactors cannot meet these requirements. Based on these requirements, the Department has determined that only validated UV reactors with more stringent monitoring requirements are appropriate for use in meeting the enhanced treatment removal/inactivation requirements for *Cryptosporidium*. **The Department does not award any *Cryptosporidium* inactivation credit for the NSF55A UV equipment**.

GIARDIA INACTIVATION CREDIT FOR NSF55A UV INSTALLATIONS

Item 7.1.1 of the CPDWR requires the use of filtration to fully or partially achieve 3-log removal/inactivation of *Giardia*. In addition to filtration, UV inactivation is an appropriate tool to treat *Giardia*. The NSF55A UV reactor has the theoretical capability to provide up to 2.5-log inactivation of *Giardia* if operating at the certified capacity (40 mJ/cm^2). While certified, the NSF55A UV reactors are not tested or monitored to account for items such as lamp fouling and aging, measurement uncertainty of on-line sensors, and failure of system components. To account for these variables, the Department can set minimum monitoring requirements and apply appropriate safety factors. The Department investigated the safety factor approach by comparing the NSF55A UV reactor to the UVDGM basis.

While 1.0-log inactivation of *Giardia* might appear to be a reasonable treatment credit, this treatment credit only provides an approximate 150 percent Uncertainty of Validation safety factor, but the NSF55A certification and the approach used by the Department does not account for items such as lamp age. The risk for failure must be minimized further. The Department cannot independently ascertain the risk level associated with unknowns not analyzed, but believes that the NSF55A UV reactor has a low probability of failure when providing 0.5-log inactivation of *Giardia*. **Based on the information presented in Table 5, the Department finds that NSF55A UV reactors can provide 0.5-log inactivation of *Giardia* in combination with the monitoring requirements outlined in section 6 of this document.**

6. DESIGN AND OPERATION REQUIREMENTS

The Department finds that UV disinfection equipment which is certified under NSF/ANSI Standard 55 Class A can be successfully used to comply with the log inactivation requirements of Article 7 of the Colorado Primary Drinking Water Regulations (CPDWR). The technology meets or exceeds the requirements of the *State of Colorado Design Criteria for Potable Water Systems* and is accepted for use as a technology to meet the log inactivation requirements for *Giardia* subject to the conditions outlined below.

INSTALLATION CONDITIONS

The installation conditions under which the Department deems that NSF/ANSI Standard 55 Class A UV disinfection reactors are approvable for use in Colorado for complying with the requirements of Article 7 of the Colorado Primary Drinking Water Regulations (CPDWR) are included in Table 7.

Table 7 – Installation Conditions for NSF/ANSI Standard 55 Class A UV Disinfection Equipment

Condition		Requirement
Treatment Plant Capacity		100 gallons per minute (maximum)
Flow through UV reactor		Less than or equal to NSF55A certified capacity for reactor
Water Treatment Process required upstream of UV equipment		Department approved filtration process providing a minimum 2.5-log *Giardia* removal / 2.0 log *Cryptosporidium* removal
Water Treatment Process required downstream of UV equipment		Department approved chemical disinfection providing a minimum of 4-log virus inactivation credit.
Minimum UV dosage provided as certified by NSF/ANSI Standard 55		40 mJ/cm^2
Maximum Department approved log inactivation credit for:	*Giardia*	0.5-log
	Cryptosporidium	Zero. No inactivation credit shall be granted for *Cryptosporidium*.
	viruses	Zero. No inactivation credit shall be granted for viruses.

TREATMENT CAPACITY LIMITATIONS FOR NSF55A UV INSTALLATIONS

The Department has determined that the use of NSF55A UV equipment shall be limited to treatment facilities with a maximum capacity of 100 gallons per minute (gpm). The primary intent of the Department's acceptance of NSF55A UV equipment is to provide a framework for small PWS's to use readily available, small flow, cost effective UV equipment in complying with log inactivation requirements of Article 7 of the CPDWR. The Department acknowledges that several NSF55A UV reactors may be operated in parallel to provide a larger total treatment capacity greater than the individual unit capacities. However, the Department limits the total capacity of a parallel unit installation to 100 gpm. For treatment plants that require UV disinfection flows greater than 100 gpm the Department finds that NSF55A equipment, and its associated monitoring requirements may be replaced with validated UV reactors for roughly the same cost, but with a higher level of monitoring. For treatment plant capacities above 100 gpm the Department will require that a UV disinfection process comply with the validation and monitoring requirements of Article 7.4.18(c)(2) and Article 7.4.18(c)(3) of the CPDWR.

OTHER TREATMENT REQUIREMENTS

The Department is requiring that NSF55A UV reactors be preceded by an approved filtration technology providing *Giardia* and *Cryptosporidium* removal. Additionally, the Department requires that NSF55A UV reactors be followed by an approved chemical disinfection system providing 4-log virus inactivation. Non-NSF55A UV reactors can be validated for a wide range of dosages as provided by Article 7.4.18(c)(2) of the CPDWR; however, the Department is limiting the *Giardia* log-inactivation credit for NSF55A UV reactors to a maximum of 0.5-log and approving no log-inactivation credit for *Cryptosporidium* or viruses. Should a PWS wish to utilize a UV disinfection process for a greater log-inactivation credit, the UV reactor(s) will need to be validated in accordance the UVDGM and Article 7.4.18(c)(2) of the CPDWR.

In order for a water treatment process as a whole to provide a 4-log virus inactivation/removal, a total of 3.0-log *Giardia* inactivation/removal, and 2.0-log *Cryptosporidium* removal, filtration and chemical disinfection processes will be necessary in conjunction with NSF55A UV disinfection. The Department finds that by requiring filtration and chemical disinfection in conjunction with NSF55A UV disinfection, the multi-barrier approach to the approved log-inactivation credit are preserved.

DESIGN SUBMITTAL REQUIREMENTS

The acceptance of NSF55A UV disinfection for inactivation of *Giardia* applies only to the use of UV disinfection for compliance with Article 7 of the CPDWR. The acceptance does NOT constitute construction approval for installation or use at individual public water systems. Public water systems must submit plans for individual review and approval to use UV technology as a means of complying with Article 7 of the CPDWR. In addition to the plans submittal requirements outlined in the Design Criteria, the submittal must contain the additional information included in Table 8.

Table 8 – UV Disinfection Design Submittal Requirements

Parameter	Requirement
Certification of UV Disinfection Reactor	Certified for conformance with NSF/ANSI Standard 55 Class A. Manufacturer's operation and maintenance manual including raw water quality parameter limitations and installation requirements must be submitted
Raw Water Quality[1,2]	• UV transmittance (UVT) – must span different seasonal conditions where applicable (winter, runoff, summer) • Manganese (dissolved) • Iron (dissolved) • Hardness
Disinfection Goal	Submittal must verify that only *Giardia* is being targeted for UV inactivation. Additionally the submittal must identify what magnitude of log inactivation credit is being sought for the UV disinfection process individually and the overall treatment process as a whole. The maximum *Giardia* UV inactivation credit that will be granted is 0.5-log.
Process flow rate through UV reactor	Less than or equal to the NSF/ANSI Standard 55 Class A certified flow for the UV reactor specified
Hydraulics	Either 5 pipe diameters straight pipe upstream of the UV reactor or equal to or in excess of the manufacturer's installation guidelines
Design Flow rate (gpm)	Submittal must indicate the design flow rate for the UV reactor. Department approve flow rates will be less than or equal to the manufacturer's certified flow rate for the reactor specified.

Parameter	Requirement
Flow Measurement	Instantaneous flow measurement is required on all UV installations being used for log-inactivation credits
Flow Restriction	Flow restrictor devices are required on all UV installations to prevent flow through the reactor greater than the approved rate
Power Failure Flow Prevention	Flow prevention devices (i.e., solenoid valve) shall be installed to automatically close upon a power failure condition to prevent water from flowing through an unpowered UV reactor.
Sleeve and/or Lamp cleaning strategy	The submittal must contain a description of the procedure for cleaning the lamp and/or sleeve. This procedure must be included in the operations and maintenance manual
UV sensor calibration strategy	Sensor calibration verification is required on a monthly basis. Duty sensors can be compared to a reference sensor using the UV equipment control panel display indicating a discreet measurement of UV intensity and/or dose.
Alarm and Shut-off	The UV reactor must be equipped with an alarm function that is coupled with an automatic shut off device. The alarm and shut-off function must automatically operate when the UV dosage falls below the NSF/ANSI Standard 55 Class A limit of 40 mJ/cm^2. This failure condition must be tested by the PWS and documented at least once per calendar week that the UV reactor is in operation.
Redundancy and/or Contingency Plan	The submittal must contain a description of equipment redundancy or a contingency plan for emergency operations when the UV reactor is out of operation due to an alarm condition, cleaning, and or other unforeseeable events whereby UV disinfection is unavailable. At a minimum, spare UV bulbs and UV sensors must be kept onsite.

[1] *"Raw Water Quality" means water entering the UV reactor which may be raw, settled or filter effluent*
[2] *Water quality parameters must be within the manufacturer's specified range*

7. REGULATORY REQUIREMENTS

This section discusses the monitoring and record keeping activities expected by the Department for UV facilities. PWSs must monitor their UV reactors to determine if the reactors are operating within validated conditions. According to the UVDGM this monitoring must include:

- UV intensity as measured by a UV sensor
- flow rate
- lamp status
- and other parameters designated by the Department.

In addition to monitoring operational parameters, PWSs must verify the calibration of UV sensors in accordance with a protocol that the state approves [40 CFR 141.720 (d)(3)].

UV SENSOR CALIBRATION

The UV sensor(s) supplied with the NSF55A UV reactors will be calibrated initially by the manufacturer. According the UVDGM, UV sensors will drift out of calibration over time. Proper calibration and operation of the UV sensor(s) are essential to confirm disinfection performance of the UV reactor. The UVDGM indicates that "water systems must verify calibration of UV sensors with a protocol that the state approves [40 CFR 141.720(d)(3)]". Calibration monitoring involves first measuring UV intensity with the "duty" sensor, then the duty sensor is replaced with the "reference" sensor and UV intensity is measured again. If the difference between the two measurements is less than 20 percent, then the duty sensor is deemed to be in calibration. If the difference is greater than 20 percent, replacement of UV sensor(s) is required. The UVDGM recommends that calibration of duty sensors be verified with reference sensors at least monthly.

This UV sensor calibration requirement can be met by NSF55A units provided that a UV sensor monitor is included in the installation. This monitor, which provides an on-line readout of actual UV intensity and/or dose delivered, may be an optional additional piece of equipment not part of the UV reactor's standard package.

The procedure for checking the UV sensor calibration would involve recording the UV dose/intensity measured by the "duty" UV sensor. Then, removal/replacement of the duty sensor with a "reference" sensor would be accomplished and the dose/intensity recorded. In many cases, in order to accomplish this testing the PWS will be required to purchase a "reference" or back-up UV sensor and the optional communications equipment which allows for a UV dose/intensity measurement display.

OFF SPECIFICATION EVENTS

According to CWPDR Article 7.4.18(c)(3)(i), PWSs must treat at least 95 percent of the water delivered to the public during each month by UV reactors operating within validated conditions for the required UV dose to receive disinfection credit for UV treatment. Operating outside the validated limits is defined as "off-specification". Off-specification compliance is based on the volume of water treated. According to the UVDGM, UV reactors are operating off-specification when any of the conditions in Table 9 occur. Table 9 also includes a note for each parameter indicating how it may be applicable to or impacted by the operation of NSF55A UV reactors. Refer to UVDGM Section 3.4.1 for more information.

Table 9 – Off-Specification Conditions for NSF55A UV Equipment

Parameter	Off-Specification Condition	Note re: Relevance for NSF55A units	Can Design and Operation of NSF55A System prevent "off-certification" condition?
Flow rate	Higher than validated range	Flow restrictor prevents excess flow. PWS to record flows in Monthly operating reports.	YES. via flow restrictor
UVT	Lower than validated range	UVT is not measured on-line for NSF55A units. If UVT drops enough to trigger dose alarm the UV system will be automatically disabled.	YES. via dose alarm & shutdown
UV Intensity	Below validated setpoint	IF UV intensity drops enough to trigger dose alarm the UV system will be automatically disabled	
Validated Dose	less than the required UV dose at a given flow rate	IF UV dose drops enough to trigger dose alarm the UV system will be automatically disabled	
Lamp Status	One or more lamps that should be energized are not in service	NSF55A units are not designed for variable lamp status operation. Therefore, any lamp failure will trigger the dosage alarm and the UV system will be automatically disabled.	
Power failure	All UV lamps are off because of a power interruption or power quality problem, and water is flowing through the reactors	Department approval conditions provide for flow prevention devices to activate in the event of a power failure.	YES. via power failure flow prevention valve
UV Sensor Calibration	UV sensors are not within calibration criteria and the remedial actions are not taken	UV sensor calibration must be measured by PWS operator	NO. UV sensor calibration and recording must be used to verify off-specification performance
UVT Analyzer Calibration	UVT analyzer is out of calibration and corrective action was not taken	UVT is not measured on-line for NSF55A units because dose-monitoring approach is not allowed.	N/A for NSF55A units
Replacement Equipment	UV equipment includes installed or replaced components (or both) that are not equal to or better than the components used during validation testing	Replacement equipment is subject to manufacturer's requirements	NO. Replacement equipment is subject to manufacturer's requirements

Reference: UVDGM Section 3.4.1

ADDITIONAL MONITORING REQUIREMENTS

PWS's must keep monthly records of the following operational parameters and frequencies as shown in Table 10. These records must be kept onsite and available for review during Sanitary Surveys.

Table 10 – Monthly Monitoring and Reporting Requirements for NSF55A UV systems

Parameter or Function	Frequency of Monitoring	Note
Daily Flow through Reactor	Daily	Cumulative volume measured in gallons-per-day
UV Dosage Alarm and Automatic Shut-Off Equipment	Daily	UV dosage alarm and automatic shut-off equipment must be tested daily per the manufacturer's directions. Records documenting the date and result of such testing shall be maintained
Power Failure Flow Prevention	Daily	Flow prevention devices must be tested daily. Records documenting the dates and results of such testing shall be maintained.
Monthly volume of water treated	Monthly	Cumulative volume measured in gallons-per-month
Off-specification[1] flow percentage	Monthly	Percentage of flow that passed through the reactor when reactor was operating "off-specification"[1] - 95 percent of water treated monthly must not be through an "off-specification reactor"
UV Sensor Calibration	Monthly	Record date and result of sensor calibration verification. Record "duty" sensor reading and "reference" sensor reading and relative difference. Sensor replacement is required if variation exceeds 20 percent. Furthermore, all water treated when sensor calibration is greater than -20% is considered "off-specification" and must be reported as such.
O&M Data	Varies	Records of lamp run times, cleaning frequencies and other maintenance activities documenting the date and extent of activities shall be maintained.

[1] "Off-specification" flow can occur via one of three ways: 1) Flow through the reactor at a rate in excess of the certified reactor capacity, 2) Flow through the reactor when the UV sensor measurement validity is in question and 3) Flow through the reactor when the alarm/fail-safe function is not operating correctly. These events must be recorded in the monthly operating log and reported to the Department.

An example monthly record keeping and reporting form for "off-specification" performance is included in Table 11 and an example daily operating log is included in Table 12 on the following pages.

Table 11 - Example Monthly "Off-Certification" Monitoring Form

NSF55A UV MONTHLY MONITORING AND REPORTING FORM

Reporting Period: _____

System/Treatment Plant: _____

PWSID: _____

Operator Name: _____

Operator Signature: _____

Date: _____

UV Reactor (i.e., UV No.1, UV No.2, etc.)	Total Production (gallons)	Number of Off-Specification Events	Total Off-Specification Volume of Water (gallons)
TOTALS			

Compliance Certification

Total Volume of Off-Specification Water Produced (gallons) [A] _____

Total Volume of Water Produced (gallons) [B] _____

Percentage of Off-Specification Water Produced ([A] / [B] * 100) _____

Number of UV Sensors in use: _____

Date of UV Sensor Calibration test: _____

Percentage Difference in Calibration: _____

Was Calibration Difference less than 20% (Y/N) _____

If Calibration Difference is >20%:

Was UV Sensor Replaced? (Y/N) _____

Volume of water treated by reactor with UV sensor out of calibration? (gallons) _____

Facility Meets Off-Specification Requirements (<5% of Volume on a Monthly Basis) (Y/N) _____

Table 12 - Example Daily Operating Log

DAILY OPERATING LOG FOR NSF55A UV DISINFECTION EQUIPMENT

Reporting Period: _____

System/Treatment Plant: _____ UV Reactor ID: _____

PWSID: _____ Maximum Validated Flow: _____

Operator Name: _____

Operator Signature: _____

Date: _____

Day	Total Production (gallons)	UV Reactor Flow Rate (gpm)	UV Dosage Alarm & Shut off Operating Properly (Y/N)	Power Failure Flow Shut off Operating Properly (Y/N)	Was there any Off-Specification Flow (Y/N)	Total Flow Off-Specification (gallons)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
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29						
30						
31						
MIN						
MAX						
TOTAL						

[1] Off-Specification flow results when reactor flow is greater than certified flow, alarm shut-off function is not operating and/or power failure flow shut off is not operating. Off-specification flows must be reported to CDPHE-WQCD

8. CONCLUSION

The certification requirements of NSF/ANSI Standard 55 Class A are not the same as the validation requirements for UV reactors as specified by the UVDGM. Therefore, the NSF55A "certified" dose of 40 mJ/cm^2 cannot be considered a "validated" dose under the provisions of UVDGM. However, if the reduction factor (validation factor) guidance in the UVDGM is applied to the NSF55A procedure and conservative estimates of validation factor parameters are used, the 40 mJ/cm^2 NSF55A dose is considered by the Department to be a "WQCD Validated Dose" of 1.5 mJ/cm^2. This dose is sufficient to provide 0.5-log inactivation of *Giardia*.

The Department recognizes that the widespread availability and low cost of NSF55A UV reactors make them attractive to small public water systems for use in complying with the log removal requirements of Article 7 of the CPDWR. The UVDGM allows for the validation of NSF55A units provided they are evaluated on a case-by-case basis (UVDGM Section 5.2.2). The Department finds that use of NSF55A UV reactors may be approvable with certain limitations on the level of log-inactivation credit for *Giardia* required (0.5-log maximum) when Department-approved filtration processes and chemical disinfection processes precede and follow the UV disinfection equipment.

Table 1.4 of the UVDGM indicates that a UV dose of 1.5 mJ/cm^2 is sufficient to provide a 0.5-log reduction for Giardia. The Department will limit approval of NSF55A UV equipment to a maximum of 0.5-log *Giardia* inactivation credit provided that the other limitations and conditions described in this paper are met. The Department will approve NSF55A UV disinfection processes for treatment plants up to a maximum capacity of 100 gpm. For treatment plants with capacities greater than 100 gpm and source waters with a classification other than Bin 1, UV disinfection processes must comply with the validation and monitoring requirements of Article 7.4.18(c)(2) and Article 7.4.18(c)(3) of the CPDWR.

APPENDIX F
PROJECT COSTS

Somerset Domestic Water Works District
Cost Estimate
Alternative 4 - UV Disinfection

Item	Description	Quantity	Units	Unit Price	Subtotal
1	8" Dia C900 Water Main	8,000	LF	$ 180.00	$ 1,440,000.00
2	18" Dia Bore and Casing (Two CDOT Highway Crossings)	175	LF	$ 750.00	$ 131,250.00
3	Fire Hydrant Assembly (Pipe, Hydrant, Riser, Valve, Etc)	35	EA	$ 8,500.00	$ 297,500.00
4	Flushing Hydrant Assembly (Pipe, Hydrant, Riser, Valve, Etc.)	10	EA	$ 2,500.00	$ 25,000.00
5	8" and 6" Dia M.J. Gate Valve	55	EA	$ 3,500.00	$ 192,500.00
6	Water Meter and Meter Pit	64	EA	$ 650.00	$ 41,600.00
7	Ashpalt Removal and Replacement	6,000	SF	$ 80.00	$ 480,000.00
8	6" Depth Compacted Class 6 Road Base	2,220	CY	$ 8.00	$ 17,760.00
9	Curb Stop and Box	62	EA	$ 2,500.00	$ 155,000.00
10	3/4" Type K Copper Service Line	620	LF	$ 25.00	$ 15,500.00
11	Remove and Replace Unsuitable Subgrade (30% of Waterline Trench)	1,778	CY	$ 80.00	$ 142,222.22
12	Misc. Treatment Facility Piping and Valves	1	LS	$ 12,500.00	$ 12,500.00
13	UV Primary Disinfection Module	1	LS	$ 65,000.00	$ 65,000.00
				Subtotal Construction Items	**$ 3,015,832.22**
Electrical and Controls					$ 35,000.00
Electric Meter for Water Treatment Plant					$ 25,000.00
Site Restoration					$ 45,237.48
Mobilization, Bonds & Insurance					$ 150,791.61
Total Construction Cost					**$ 3,271,861.32**
Contingency (20%)					$ 654,372.26
Basic Services					$ 356,160.00
Resident Project Representative (RPR)					$ 259,600.00
Additional Services					$ 5,000.00
Owner Expenses					$ 192,350.17
Total Non-Construction Project Cost					**$ 1,467,482.44**
Total Project Cost					**$ 4,739,343.75**

Somerset Domestic Water Works District
Cost Estimate
Alternative 4 - UV Disinfection

Annual O&M	Existing O&M Cost	Additional O&M Cost	Proposed O&M Cost
Bank Service Charges	$ 25.00	$ -	$ 25.00
Directors Fees	$ 200.00	$ -	$ 200.00
Education	$ 448.77	$ -	$ 448.77
Elections	$ 86.50	$ -	$ 86.50
Employee Compensation	$ 3,540.02	$ -	$ 3,540.02
Insurance Expense	$ 3,729.00	$ -	$ 3,729.00
Membership and Dues	$ 369.90	$ -	$ 369.90
Office Expense	$ 1,792.86	$ -	$ 1,792.86
Operation and Maintenance	$ 1,340.69	$ -	$ 1,340.69
Professional Fees	$ 510.00	$ -	$ 510.00
Purchased Water	$ 5,106.79	$ (5,106.79)	$ -
Repairs and Maintenance	$ 431.37	$ -	$ 431.37
Subscriptions	$ 65.00	$ -	$ 65.00
Utilities Expense	$ 3,190.02	$ 8,500.00	$ 11,690.02
Water Monitoring	$ -	$ 4,535.35	$ 4,535.35
Storage Tank Loan Payment	$ -	$ 8,024.26	$ 8,024.26
Chemicals ($100/month)	$ -	$ 1,200.00	$ 1,200.00
Raw Water Pump Station Elec. ($600/month)	$ -	$ 7,200.00	$ 7,200.00
Water Plant Elec. ($600/month)	$ -	$ 7,200.00	$ 7,200.00
Tank Cleaning ($6000 every 5 years)	$ -	$ 1,200.00	$ 1,200.00
Contract Operator ($800/month)	$ -	$ 9,600.00	$ 9,600.00
UV Lamp Replacement	$ -	$ 4,500.00	$ 4,500.00
Total Operations & Maintenance	**$ 20,836**	**$ 46,853**	**$ 67,689**
20-Year Present Worth Operations & Maintenance	**$ 395,620**	**$ 889,614**	**$ 1,285,234**

Salvagable Item	Capital Cost	Useful Life	Straight Line Depreciation per Year	20-Year Salvage Value	Single Payment Present Worth of 20-Year Salvage Value
8" Dia C900 Water Main	$ 1,440,000.00	40	$ 36,000.00	$ 720,000.00	$651,645.29
Fire Hydrant Assembly (Pipe, Hydrant, Riser, Valve, Etc)	$ 297,500.00	40	$ 7,437.50	$ 148,750.00	$ 134,628.11
8" and 6" Dia M.J. Gate Valve	$ 192,500.00	35	$ 5,500.00	$ 82,500.00	$ 74,667.69
Curb Stop and Box	$ 155,000.00	20	$ 7,750.00	$ -	$ -
3/4" Type K Copper Service Line	$ 15,500.00	20	$ 775.00	$ -	$ -
Total Single Payment Present Worth of 20-Year Salvage Value					**$ 860,941.09**

Notes:
1. Capital cost for some items are not included in salvage value calculations as these items are not salvagable after any period of time.
2. Present value based on real federal discount rate from "Appendix C of OMB Circular A-94" of 0.5%.

Somerset Domestic Water Works District
Cost Estimate
Alternative 5 - Adsorption Pre-Treatment

Item	Description	Quantity	Units	Unit Price	Subtotal
1	8" Dia C900 Water Main	8,000	LF	$ 180.00	$ 1,440,000.00
2	18" Dia Bore and Casing (Two CDOT Highway Crossings)	175	LF	$ 750.00	$ 131,250.00
3	Fire Hydrant Assembly (Pipe, Hydrant, Riser, Valve, Etc)	35	EA	$ 8,500.00	$ 297,500.00
4	Flushing Hydrant Assembly (Pipe, Hydrant, Riser, Valve, Etc.)	10	EA	$ 2,500.00	$ 25,000.00
5	8" and 6" Dia M.J. Gate Valve	55	EA	$ 3,500.00	$ 192,500.00
6	Water Meter and Meter Pit	64	EA	$ 650.00	$ 41,600.00
7	Ashpalt Removal and Replacement	6,000	SF	$ 80.00	$ 480,000.00
8	6" Depth Compacted Class 6 Road Base	2,220	CY	$ 8.00	$ 17,760.00
9	Curb Stop and Box	62	EA	$ 2,500.00	$ 155,000.00
10	3/4" Type K Copper Service Line	620	LF	$ 25.00	$ 15,500.00
11	Remove and Replace Unsuitable Subgrade (30% of Waterline Trench)	1,778	CY	$ 80.00	$ 142,222.22
12	Adsorption Skid and Media	1	LS	$ 286,500.00	$ 286,500.00
13	Misc. Piping and Valves	1	LS	$ 12,500.00	$ 12,500.00
14	Building Modifications for Skid Height	1	LS	$ 25,000.00	$ 25,000.00
				Subtotal Construction Items	**$ 3,262,332.22**
Electrical and Controls					$ 35,000.00
Electric Meter for Water Treatment Plant					$ 25,000.00
Site Restoration ($50 EA Meter)					$ 40,000.00
Mobilization, Bonds & Insurance					$ 163,116.61
Total Construction Cost					**$ 3,525,448.83**
Contingency (20%)					$ 705,089.77
Basic Services					$ 356,160.00
Resident Project Representative (RPR)					$ 259,600.00
Additional Services					$ 5,000.00
Owner Expenses					$ 204,748.03
Total Non-Construction Project Cost					**$ 1,530,597.80**
Total Project Cost					**$ 5,056,046.63**

Somerset Domestic Water Works District
Cost Estimate
Alternative 5 - Adsorption Pre-Treatment

Annual O&M	Existing O&M Cost	Additional O&M Cost	Proposed O&M Cost
Bank Service Charges	$ 25.00	$ -	$ 25.00
Directors Fees	$ 200.00	$ -	$ 200.00
Education	$ 448.77	$ -	$ 448.77
Elections	$ 86.50	$ -	$ 86.50
Employee Compensation	$ 3,540.02	$ -	$ 3,540.02
Insurance Expense	$ 3,729.00	$ -	$ 3,729.00
Membership and Dues	$ 369.90	$ -	$ 369.90
Office Expense	$ 1,792.86	$ -	$ 1,792.86
Operation and Maintenance	$ 1,340.69	$ -	$ 1,340.69
Professional Fees	$ 510.00	$ -	$ 510.00
Purchased Water	$ 5,106.79	$ (5,106.79)	$ -
Repairs and Maintenance	$ 431.37	$ -	$ 431.37
Subscriptions	$ 65.00	$ -	$ 65.00
Utilities Expense	$ 3,190.02	$ 1,000.00	$ 4,190.02
Water Monitoring	$ -	$ 4,535.35	$ 4,535.35
Storage Tank Loan Payment	$ -	$ 8,024.26	$ 8,024.26
Chemicals ($280/month)	$ -	$ 3,360.00	$ 3,360.00
Raw Water Pump Station Elec. ($600/month)	$ -	$ 7,200.00	$ 7,200.00
Water Plant Elec. ($600/month)	$ -	$ 7,200.00	$ 7,200.00
Tank Cleaning ($6000 every 5 years)	$ -	$ 1,200.00	$ 1,200.00
Contract Operator ($800/month)	$ -	$ 9,600.00	$ 9,600.00
Resin Replacement	$ -	$ 1,300.00	$ 1,300.00
Total Operations & Maintenance	**$ 20,836**	**$ 38,313**	**$ 59,149**
20-Year Present Worth Operations & Maintenance	**$ 395,620**	**$ 727,462**	**$ 1,123,082**

Salvagable Item	Capital Cost	Useful Life	Straight Line Depreciation per Year	20-Year Salvage Value	Single Payment Present Worth of 20-Year Salvage Value
8" Dia C900 Water Main	$1,440,000.00	40	$ 36,000.00	$ 720,000.00	$ 651,645.29
Fire Hydrant Assembly (Pipe, Hydrant, Riser, Valve, Etc)	$ 297,500.00	40	$ 7,437.50	$ 148,750.00	$ 134,628.11
8" and 6" Dia M.J. Gate Valve	$ 192,500.00	35	$ 5,500.00	$ 82,500.00	$ 74,667.69
6" Depth Compacted Class 6 Road Base	$ 17,760.00	20	$ 888.00	$ -	$ -
Curb Stop and Box	$ 155,000.00	20	$ 7,750.00	$ -	$ -
Total Single Payment Present Worth of 20-Year Salvage Value					**$ 860,941.09**

Notes:
1. Capital cost for some items are not included in salvage value calculations as these items are not salvagable after any period of time
2. Present value based on real federal discount rate from "Appendix C of OMB Circular A-94" of 0.5%.

APPENDIX G
CIRCULAR A-94 APPENDIX C

This is historical material "frozen in time". The website is no longer updated and links to external websites and some internal pages may not work.

Circular A-94 Appendix C

Revised November 2016

OMB Circular No. A-94

Click here for PDF assistance

DISCOUNT RATES FOR COST-EFFECTIVENESS, LEASE PURCHASE, AND RELATED ANALYSES

Effective Dates. This appendix is updated annually. This version of the appendix is valid for calendar year 2017. A copy of the updated appendix can be obtained in electronic form through the OMB home page at http://obamawhitehouse.archives.gov/omb/circulars_a094/a94_appx-c/. The text of the Circular is found at http://obamawhitehouse.archives.gov/omb/circulars_a094/, and a table of past years' rates is located at http://obamawhitehouse.archives.gov/sites/default/files/omb/assets/a94/dischist.pdf. Updates of the appendix are also available upon request from OMB's Office of Economic Policy (202-395-3316).

Nominal Discount Rates. A forecast of nominal or market interest rates for calendar year 2017 based on the economic assumptions for the 2018 Budget is presented below. These nominal rates are to be used for discounting nominal flows, which are often encountered in lease-purchase analysis.

Nominal Interest Rates on Treasury Notes and Bonds of Specified Maturities (in percent)

3-Year	5-Year	7-Year	10-Year	20-Year	30-Year
1.4	1.7	1.9	2.1	2.5	2.8

Real Discount Rates. A forecast of real interest rates from which the inflation premium has been removed and based on the economic assumptions from the 2018 Budget is presented below. These real rates are to be used for discounting constant-dollar flows, as is often required in cost-effectiveness analysis.

Real Interest Rates on Treasury Notes and Bonds of Specified Maturities (in percent)

3-Year	5-Year	7-Year	10-Year	20-Year	30-Year
-0.5	-0.3	0.0	0.1	0.5	0.7

Analyses of programs with terms different from those presented above may use a linear interpolation. For example, a four-year project can be evaluated with a rate equal to the average of the three-year and five-year rates. Programs with durations longer than 30 years may use the 30-year interest rate.

Other Documents

Text of OMB Circular No. A-94 in HTML or PDF (22 pages, 78 kb)

Table of Past Years Discount Rates from Appendix C of OMB Circular No. A-94 (2 pages, 23 kb)

Memorandum, 2017 Discount Rates for OMB Circular No. A-94 (2 pages, 764 kb)

APPENDIX H
RAW WATER BENCH SCALE TEST REPORT

LABORATORY REPORT

MIEX® RESIN TREATABILITY STUDY FOR DISSOLVED ORGANICS AND BROMIDE REMOVAL

Preliminary

IXOM

Somerset, CO
LR-2017-15
9/14/17

8150 S. Akron St. Centennial, CO 80112

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Preliminary

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SECTION 1: EXECUTIVE SUMMARY

Ixom Watercare received raw and treated water samples from the Oxbow Mine water treatment plant in August 2017. The water was sent for MIEX® resin multiple load testing and coagulation jar tests to determine organic reductions and disinfection by product (DBP) concentrations that could be achieved with a MIEX® Pre-Treatment system.

Multiple load testing was then conducted over a range of treatment rates:

- The combination treatment of MIEX DOC and Bromide resins (MIEX ® Plus Br) reduced the DOC by up to 80% (from 4.38 to 0.86 mg/L) and bromide by up to 49% (from 3.18 to 1.63 mg/L).

The MIEX® Treated water followed by coagulation was dosed with various chlorine doses and incubated for 96 hours at 15°C.

- Results will be updated when we get them back from Eurofins.

Overall MIEX® Pre-Treatment would offer a significant decrease in the levels of DBP precursors in the Oxbow Mine Water Treatment Plant's water source.

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LIST OF ACRONYMS & DEFINITIONS

BV	Bed Volume
DBP	Disinfection By-Products
DOC	Dissolved Organic Carbon
EPA	Environmental Protection Agency
gpm	Gallons per Minute
HAA5	Summation of Five Regulated Haloacetic Acids
MCL	Maximum Contaminant Level
ppm	Parts per Million
SDS	Simulated Distribution System
WTP	Water Treatment Plant
TOC	Total Organic Carbon
TTHM	Total Trihalomethanes
UVA	UV_{254} Absorbance

DEFINITIONS

Regenerate – A process of contacting organically loaded resin with brine solution to exchange organics and replace them with chloride ions

Fresh Resin – MIEX® Resin that has been previously used and been regenerated

Virgin Resin – New resin that has not previously been exposed to raw or treated water

Bed Volume – Volumetric ratio of treated water to resin

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SECTION 2: INTRODUCTION & BACKGROUND

2.1 Background

The Oxbow Mine Water Treatment Plant is currently investigating treatment options to reduce dissolved organic carbon (DOC) in order to mitigate disinfection by-product (DBP) formation and meet EPA Guidelines for DBPs. DOC and bromide are a known precursors to the formation of DBPs, which are created when free or combined chlorine, bromide and DOC react to form halogenated organic compounds. Trihalomethanes (TTHM) and 5 Haloacetic Acids (HAA5) are regulated classes of DBPs. The maximum contaminant limit (MCL), set by the EPA, is 80 μg/L for TTHMs and 60 μg/L for HAA5. The MIEX® (**M**agnetic **I**on **Ex**change**)** Process is a blended anion exchange unit operation that selectively removes DOC and bromide from water. The DOC and bromide removal achieved through application of the MIEX® Process could potentially result in reduced DBP formation and reduced downstream chemical consumption.

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2.2 Objectives

The objective of this study is to determine, through laboratory batch test procedures, the feasibility of reducing DOC and bromide concentrations found in the raw water source using the MIEX® Process. An initial comparison of MIEX® resins was conducted to determine the optimal resin for this water source. A multiple loading test was then conducted using the selected MIEX® Resins on the raw water sample to determine the optimal treatment rate for the source waters. The optimal rate is selected based on treatment goals, economic feasibility, and diminishing DOC and bromide removal returns. Following MIEX® Resin treatment, coagulation jar tests were conducted on the optimal treated water with varying doses to determine the optimal coagulation process for DOC

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reduction. Additionally, a coagulation control test was run to compare results achieved by coagulation alone with those achieved by MIEX® Treatment. The optimal treatment options were then dosed with free chlorine and incubated at the appropriate temperature, pH, and time in order to replicate the water treatment plant and distribution system conditions. The samples were sent to an external certified laboratory for TTHM and HAA5 analysis.

SECTION 3: TREATMENT METHOD DETAILS

3.1 Raw Water Characterization

Ixom Watercare received a raw water sample from Oxbow Mine in August 2017. The analytical methods used to characterize the sample and the corresponding results are shown in Table 1. The parameters were measured at the IXOM Watercare laboratory in Centennial, Colorado.

Table 1 – Raw Water Characterization

Parameter	Units	Raw Water	Analytical Method*
DOC	mg/L	4.38	Standard Method 5310 C (Filtered 0.45 micron)
UVA $_{254}$ (nm)	cm^{-1}	0.125	Standard Method 5910 B (Filtered 0.45 micron)
Specific Ultraviolet Adsorption (SUVA)	L/mg-m	2.85	Calculated
True Color	CU	58	Standard Method 2120 C (Filtered 0.45 micron)
Bromide	mg/L	3.18	External Lab Analysis
pH	-	8.49	Standard Method 4500 H^+

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Parameter	Units	Raw Water	Analytical Method*
Total Alkalinity (mg/L $CaCO_3$)	mg/L	845	Standard Method 2320 B
Total Hardness (mg/L $CaCO_3$)	mg/L	300	Standard Method 2340 C
Iron	mg/L	0.04	Standard Method 3500-Fe B
Sulfate	mg/L	78.0	Standard Method 4500-SO_4^{-2} E
Chloride	mg/L	124	Standard Method 4500-Cl^- B
Turbidity	NTU	5.31	Standard Method 2130 B

*Refer to Standard Methods for the Examination of Water and Wastewater, 2005.

3.2 MIEX® Multiple Load Testing

The multiple load test procedure has been shown to best approximate full-scale, continuous plant operation. Results from this test indicate the regeneration rate required to achieve target water quality. Treatment performance at a number of regeneration rates is determined by contacting a measured volume of resin with increasing volumes of raw water. The volume of raw water treated divided by the volume of resin used to treat the water determines the bed volumes (BV) of raw water treated. The highest BV treatment rate with the largest UVA_{254} reduction is typically selected as the optimal treatment rate. The test method is subsequently outlined:

1. A volume of 1L of raw water sample was added to the jar after measuring UVA_{254} and other parameters of interest.
2. A volume of 5 mL of fresh resin was added to the jar per L of water (200 BV treatment rate cycle).
3. The sample was mixed at 150 RPM for 15 minutes and allowed to settle.
4. Treated water was decanted into a collection vessel, retaining resin in jar.
5. Water quality parameters were measured, including UVA_{254}, pH, color, and DOC.

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6. Another 1 L volume of raw water was added to the resin and Steps 3 – 7 were repeated until 600 – 1000 BV had been treated (takes 3 – 5 repetitions).
7. The optimal BV treatment rate was selected.

3.3 Coagulation Jar Tests

Coagulation jar tests were conducted with Nalco Ultrion 8157 at varying doses to determine the best treatment option for optimal DOC and bromide reduction. Jar tests were conducted on the MIEX® treated water at the optimal BV treatment rate. Control jar tests were also conducted on the raw water sample to simulate the plant's current coagulation protocol for comparison to MIEX® treatment. The test method is outlined as follows:

1. 1 L of sample water was added to a square jar and dosed with desired concentration of coagulant.
2. Sample was mixed at 300 RPM for 60 seconds.
3. Sample was mixed 30 RPM for 10 minutes.
4. Sample was mixed at 10 RPM for 10 minutes.
5. Sample was allowed to settle prior to analysis.

3.4 Sample Analysis

Parameters evaluated during the course of bench testing included UVA_{254}, true color, pH, and DOC. All samples analyzed for UV_{254}, true color, and DOC were 0.45-micron filtered before analysis.

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SECTION 4: LABORATORY FEASIBILITY TESTING

4.1 MIEX® Resin Screen

Multiple Load Tests were conducted on the raw water sample with both MIEX® DOC and MIEX® Gold resins at 200 BV as an initial screen for the sample, Table 1 presents the results. The results confirmed that MIEX® DOC provided slightly better organics reduction compared to MIEX® Gold resin. All further analysis were conducted on water treated with MIEX® DOC resin.

Table 2 - Initial Multiple Load Screening

Parameter	Units	Raw	MIEX Gold 200 BV	Reduction	MIEX DOC 200 BV	Reduction (%)
DOC	mg/L	4.38	2.26	48	1.75	60
UVA	cm^{-1}	0.128	0.025	80	0.023	82

4.2 MIEX® Multiple Loading Test

Multiple load testing using blended DOC and Bromide resins (MIEX ® Plus Br resin) were conducted to determine the optimal treatment rates and associated DOC and bromide reductions. The results of the testing are shown in Table 3.

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Table 3 - Multiple Load Test Results

Bed Volumes	UVA			DOC			Bromide		
	Raw	MIEX	% Removal	Raw	MIEX	% Removal	Raw	MIEX	% Removal
1000	0.125	0.036	71	4.38	1.13	74	3.18	2.31	27
800	0.125	0.032	74	4.38	1.01	77	3.18	2.21	31
600	0.125	0.032	75	4.38	0.95	78	3.18	2.07	35
400	0.125	0.031	75	4.38	0.88	80	3.18	1.90	40
200	0.125	0.030	76	4.38	0.86	80	3.18	1.63	49

4.3 Simulated Distribution System Testing

The SDS dosing method and incubation used are detailed in Ixom Laboratory Procedure NA-LP-A01. Results will be added when data is returned from Eurofins.

SECTION 5: CONCLUSIONS AND RECOMMENDATIONS

5.1 Conclusions

MIEX® Resin pre-treatment resulted in significant removal of DOC, UVA, and bromide from the Oxbow Mine water sample. The combined treatment of MIEX DOC and Bromide resins (MIEX ® Plus Br resin) reduced the DOC by up to 80% (from 4.38 to 0.86 mg/L) and bromide by up to 49% (from 3.18 to 1.63 mg/L). With significantly reduced concentrations of DBP precursors, it may be possible for the Oxbow Mine Water Treatment Plant to produce treated water that meets EPA disinfection by-product regulations.

Preliminary

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APPENDIX I
AGENCY CORRESPONDENCE

SHPO

ELEMENT ENGINEERING LLC
DILIGENT • INNOVATIVE • RESPONSIVE

July 5, 2017

Dan Corson
History Colorado
1200 Broadway
Denver, CO 80203-2137

Subject Somerset Domestic Waterworks District Water System Improvements
Gunnison County, Colorado

Dear Mr. Corson

Element Engineering, LLC (Element) and the Somerset Domestic Waterworks District are seeking financial assistance from the USDA RD Agency under its Water & Environmental Program for the Somerset Domestic Waterworks District Water Improvements Project.

The Somerset Domestic Waterworks District was issued an Enforcement Order (EO) for violations pertaining to Trihalomethanes (TTHMs) in the distribution system. This issue is likely being caused by TTHM precursors in the raw water and is compounded by multiple dead-end lines causing higher than normal water age. The district wishes to install a pre-filtration system to remove pre-cursors, replace the aging and deteriorating distribution system, and eliminate dead ends. Furthermore, the district would like to install flow meters on all service lines (currently only about half of the services are metered). Adequate sized main will be installed for fire protection, along with fire hydrants and sufficient isolation valving. Enclosed is a Proposed Improvement Exhibit that depicts the project's area of potential effect for all construction activities.

The entire project will take place in previously disturbed town right-of-ways. No construction activities or material storage will take place on undisturbed soils.

If USDA elects to fund the project, it will become an undertaking subject to review under Section 106 of the National Historic Preservation Act, 54 U.S.C. 306108, and its implementing regulations, 36 CFR Part 800. Pursuant to 36 CFR § 800.2(c)(4), and 7 CFR § 1970.5(b)(2) of the regulations, "Environmental Policies and Procedures" (7 CFR Part 1970), USDA has issued a blanket delegation for its applicants to initiate and proceed through Section 106 review. In accordance with this blanket delegation, the Somerset Domestic Waterworks District is initiating Section 106 review on behalf of USDA. In delegating this authority, USDA is advocating for the direct interaction between its borrowers and the State Historic Preservation Office (SHPO). USDA believes this interaction, prior to direct agency involvement, will support and encourage the consideration of impacts to historic properties earlier in project planning.

The Somerset Domestic Waterworks District proposes that the area of potential effects (APE) for the referenced project consists of the right-of-ways within the entire town service area boundary, as shown on the enclosed map. The geographic scope of the APE will not be final until a determination is made by USDA pursuant to 36 CFR § 800.4(a)(1).

At the direction of USDA, the Somerset Domestic Waterworks District has notified and is seeking information about possibly affected historic properties in the APE from the following Indian tribes – Apache Tribe of Oklahoma; Comanche Nation – Oklahoma; Fort Belknap Indian Community of the Fort Belknap Reservation of Montana; Navajo Nation, Arizona, New Mexico, & Utah.

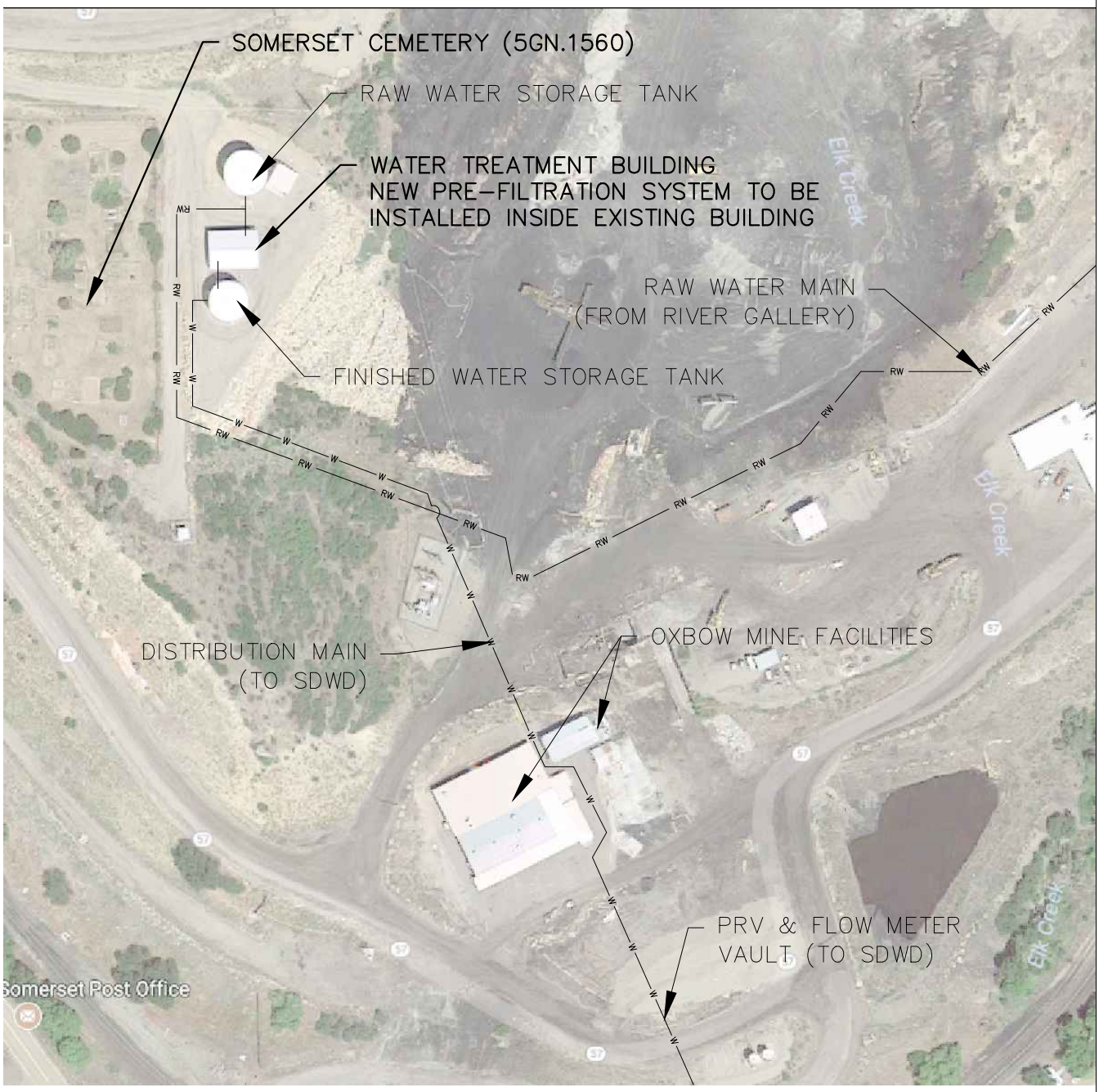
Please review the project and enclosed maps. After completing your review, please provide USDA with your recommendation(s) about whether or not study of the APE is needed to identify affected historic properties. If you recommend study, please explain the nature and scope of the proposed investigation specifically in reference to those factors identified in 36 CFR § 800.4(b)(1).

Submit your recommendations within thirty (30) days of your receipt of this request to Alice Arsenault, 303-981-0453, alicea@elementengineering.net. If no timely response is received, the Somerset Domestic Waterworks District will notify USDA so the federal agency may determine how to proceed with Section 106 review in accordance with 36 CFR § 800.3(b)(4). Should you have any questions, please contact Alice Arsenault at 303-981-0453 or by email at alicea@elementengineering.net.

Sincerely,

Alice M. Arsenault, E.I.T.

Enclosures



SOMERSET WATER TREATMENT GENERAL LOCATION MAP

DATE
JULY 2017

JOB NUMBER
0016.0001

SCALE
NTS

ELEMENT ENGINEERING LLC
12687 W. CEDAR DRIVE, SUITE 350
LAKEWOOD, CO 80228
303.378.2969
WWW.ELEMENTENGINEERING.NET



Alice M. Aresnault, E.I.T.
Element Engineering, LLC
12687 W. Cedar Drive, Suite 350
Lakewood, Colorado 80228

JUL 1 8 2017

Re: Somerset Domestic Waterworks District Water System Improvements, Gunnison County, Colorado (HC #72528)

Dear Ms. Arsenault:

Thank you for your correspondence dated July 5, 2017 and received by our office on July 10, 2017. We understand from your letter that project funding may originate from the U.S. Department of Agricultural (Rural Development). As the described activities have the potential to cause effects to historic properties, the project is considered and undertaking requiring consultation under Section 106 of the National Historic Preservation Act (Section 106).

Following our review of the provided documents, we do not object to the area of potential effect (APE) for the proposed project. We request that additional information be provided with regards to the location of the pre-filtration system, the replaced sections of the distribution system, and dead-ends that will be removed within the APE.

In addition to reviewing the provided documentation, we have also completed a database search of the APE and found no record of cultural surveys having been completed within the project area. However, one potential historic property (5GN.1560: Somerset Cemetery) was found to be located within the APE. A reasonable and good faith effort to identify historic properties should include background research into those previously recorded sites and surveys conducted within the APE [36 CFR 800.4(b)(1)]. In the future, we advise that a file search be conducted with our Information Management Unit to identify these previously recorded sites and surveys. To make a file search request, please call (303)866-5216 or write to hc_filesearch@state.co.us.

In addition, to understand the potential direct and indirect effects to cultural resources within the APE, we recommend a field survey of the APE be completed by qualified cultural resource professionals in order to identify historic resources that may be affected by the proposed project and assess the effects on those resources. While the project will occur within previously disturbed right-of-way, project activities and resulting installations have the potential to adversely affect historic properties identified within the built environment. When considering affects to historic properties, we encourage the USDA and its partners to consider those reasonably foreseeable effects caused by the undertaking that occur later in time, be farther removed in distance, or be cumulative [36 CFR 800.5(a)(1)].

ELEMENT
ENGINEERING LLC
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July 25, 2017

Mr. Edward Jakaitis
Section 106 Compliance Manager
Office of Archaeology and Historic Preservation
1200 Broadway
Denver, CO 80203

RE: National Historic Preservation Act Consultation
Somerset Domestic Waterworks District Water System Improvements

Dear Mr. Jakaitis,

Element Engineering, LLC is in receipt of your July 18, 2017 correspondence in response to Element's July 5, 2017 correspondence regarding a National Historic Preservation Act Consultation for the Somerset Domestic Waterworks District Water System Improvements Project. This letter includes additional information, as requested, with regards to the location of the pre-filtration system, the replaced sections of the distribution system, and dead-ends that will be removed within the area of potential effect (APE).

The attached Somerset Water Distribution System Schematic shows the areas of water pipe that will be replaced and that will be constructed to create necessary loops in the system. As seen, the majority of the work will the replacement of existing water mains, meaning construction activities will occur in previously disturbed roadways. The proposed new mains will be minimal and will be constructed in existing roadways whenever possible. The water mains will not be lowered as a result of this project.

All homes have existing water meters. This project will include the replacement of some meters and the installation of remote read systems on meters that do not currently include this technology. These activities will be limited to the existing meters. No excavation will be required for this portion of the project.

The attached Somerset Water Treatment General Location Map shows the location of the one potential historic property in the area (Somerset Cemetery 5GN.1560). This site will not be disturbed as a result of the project.

This exhibit also shows the location of the water treatment building. The proposed pre-filtration system will be installed inside of the building. No excavation around the building or modifications of the building will be necessary. The existing building (external and internal) are shown in the images below.



Existing Building - External



Existing Building - Internal

This project is not expected to have any effects on cultural resources in the area. It is Element Engineering's recommendation that a field survey of the area of potential effect is not necessary based on the proposed improvements.

Sincerely,

ELEMENT ENGINEERING, LLC

Nicholaus P. Marcotte, P.E.
President



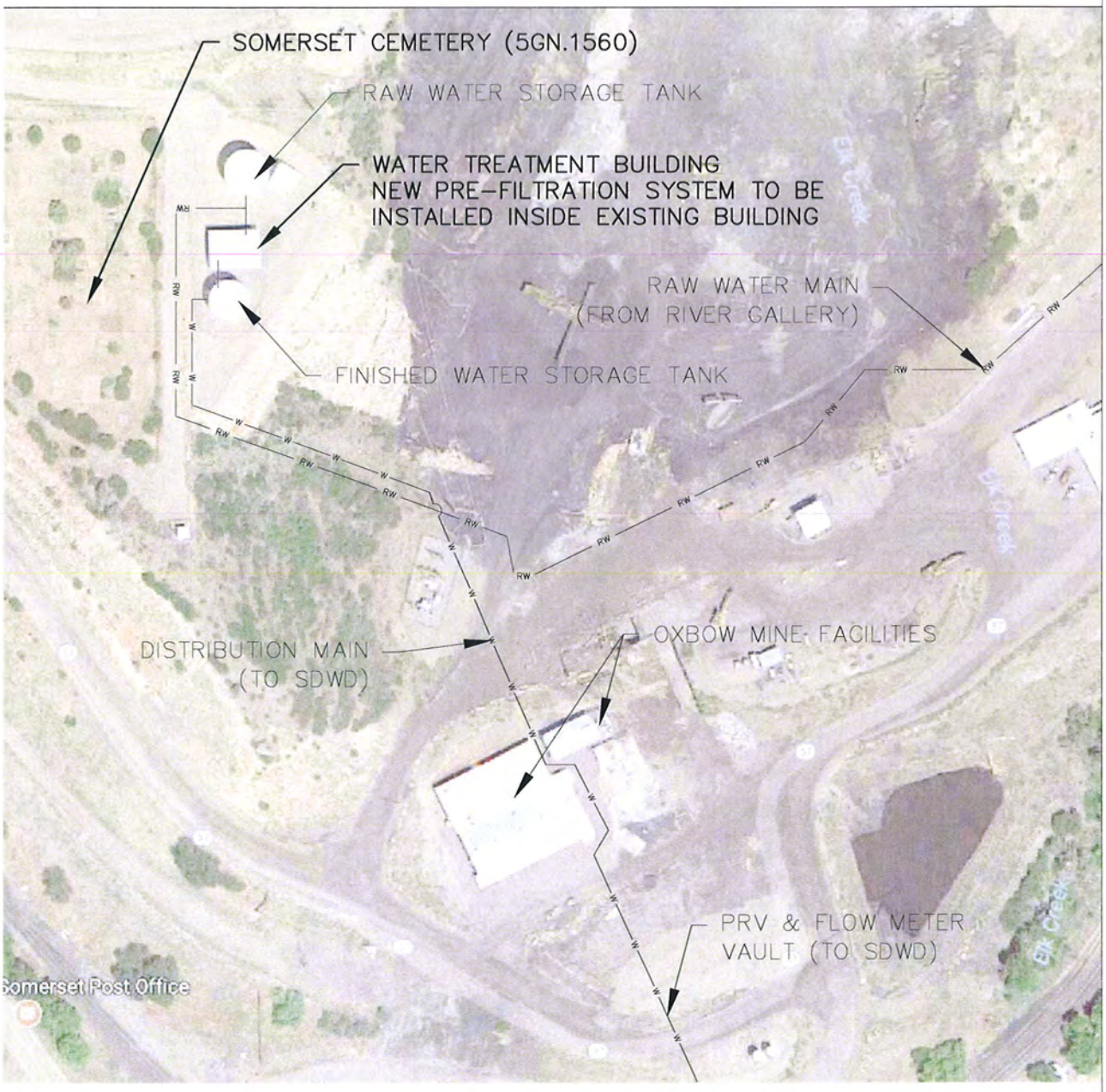
SOMERSET WATER DISTRIBUTION SYSTEM SCHEMATIC

ELEMENT ENGINEERING LLC
12687 W. CEDAR DRIVE, SUITE 350
LAKEWOOD, CO 80228
303.378.2969
WWW.ELEMENTENGINEERING.NET

DATE
JULY 2017

JOB NUMBER
0016.0001

SCALE
1" = 200'



SOMERSET WATER TREATMENT GENERAL LOCATION MAP

DATE
JULY 2017

JOB NUMBER
0016.0001

SCALE
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ELEMENT ENGINEERING LLC
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Alice M. Aresnault, E.I.T.
Element Engineering, LLC
12687 W. Cedar Drive, Suite 350
Lakewood, Colorado 80228

JUL 1 8 2017

Re: Somerset Domestic Waterworks District Water System Improvements, Gunnison County, Colorado (HC #72528)

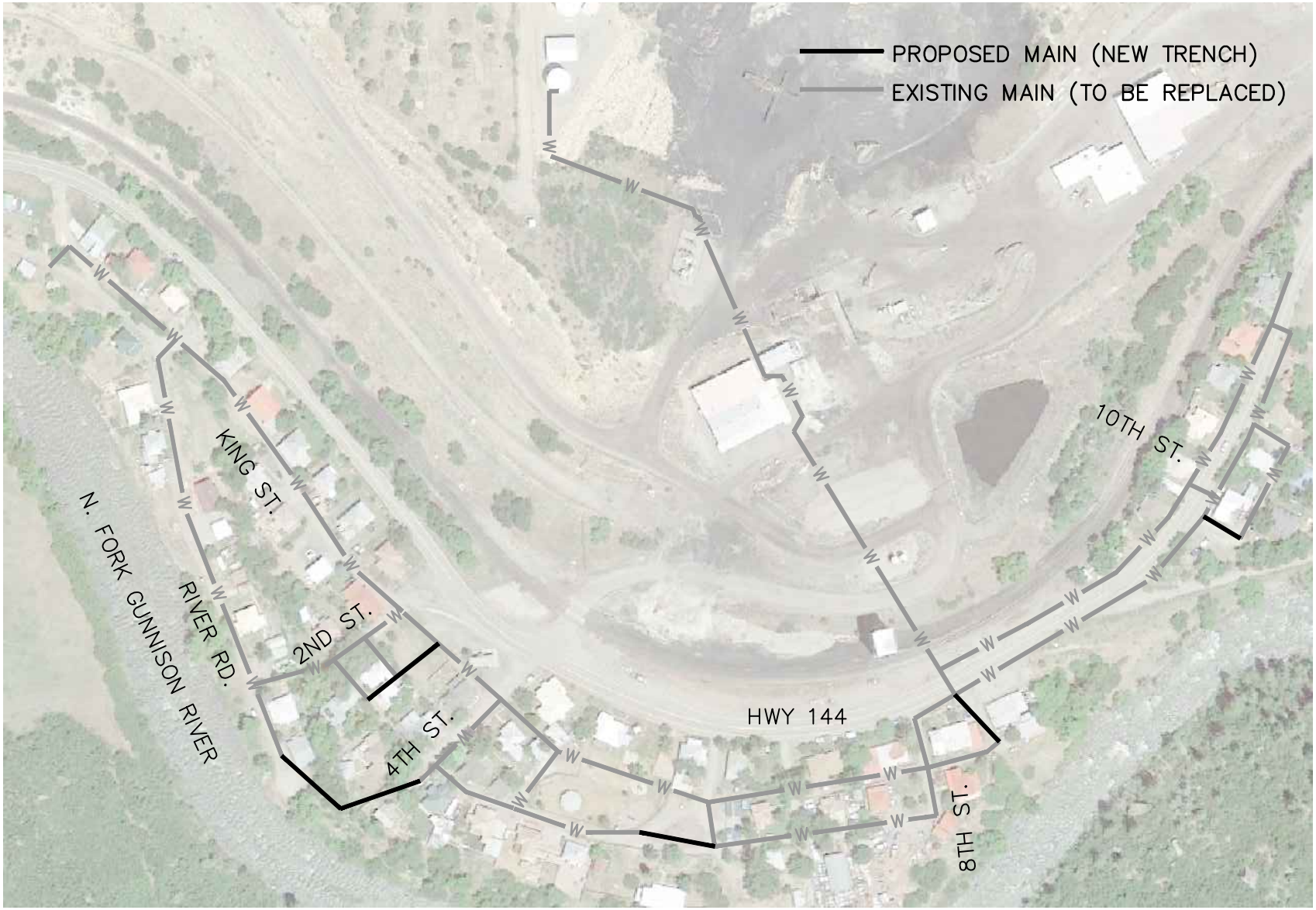
Dear Ms. Arsenault:

Thank you for your correspondence dated July 5, 2017 and received by our office on July 10, 2017. We understand from your letter that project funding may originate from the U.S. Department of Agricultural (Rural Development). As the described activities have the potential to cause effects to historic properties, the project is considered and undertaking requiring consultation under Section 106 of the National Historic Preservation Act (Section 106).

Following our review of the provided documents, we do not object to the area of potential effect (APE) for the proposed project. We request that additional information be provided with regards to the location of the pre-filtration system, the replaced sections of the distribution system, and dead-ends that will be removed within the APE.

In addition to reviewing the provided documentation, we have also completed a database search of the APE and found no record of cultural surveys having been completed within the project area. However, one potential historic property (5GN.1560: Somerset Cemetery) was found to be located within the APE. A reasonable and good faith effort to identify historic properties should include background research into those previously recorded sites and surveys conducted within the APE [36 CFR 800.4(b)(1)]. In the future, we advise that a file search be conducted with our Information Management Unit to identify these previously recorded sites and surveys. To make a file search request, please call (303)866-5216 or write to hc_filesearch@state.co.us.

In addition, to understand the potential direct and indirect effects to cultural resources within the APE, we recommend a field survey of the APE be completed by qualified cultural resource professionals in order to identify historic resources that may be affected by the proposed project and assess the effects on those resources. While the project will occur within previously disturbed right-of-way, project activities and resulting installations have the potential to adversely affect historic properties identified within the built environment. When considering affects to historic properties, we encourage the USDA and its partners to consider those reasonably foreseeable effects caused by the undertaking that occur later in time, be farther removed in distance, or be cumulative [36 CFR 800.5(a)(1)].



SOMERSET WATER DISTRIBUTION SYSTEM SCHEMATIC

ELEMENT ENGINEERING LLC
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303.378.2969
WWW.ELEMENTENGINEERING.NET

DATE
JULY 2017

JOB NUMBER
0016.0001

SCALE
1" = 200'



OFFICE *of* ARCHAEOLOGY *and* HISTORIC PRESERVATION

JUL 31 2017

Nicholaus P. Marcotte, P.E.
Element Engineering, LLC
12687 W. Cedar Drive, Suite 350
Lakewood, Colorado 80228

Re: Somerset Domestic Waterworks District Water System Improvements, Gunnison County, Colorado (HC #72528)

Dear Mr. Marcotte:

Thank you for your correspondence dated July 25, 2017 and received by our office on July 27, 2017, continuing this Section 106 consultation. We appreciate the expanded project information and offer the following comment.

Following our request for additional information regarding the nature and location of activities within the area of potential effect, we have concluded that further identification will not be necessary in locations that are illustrated in the *Somerset Water Distribution System Schematic* as, "Existing Main (To Be Replaced)". However, we believe that subsurface identification for potentially undisturbed archaeological deposits will be necessary in locations that are described as, "Proposed Main (New Trench)", in the schematic. These locations represent areas of potentially undisturbed subsurface deposits that are located along terrace edges overlooking the North Fork of the Gunnison River. Predictive models of settlement patterns almost uniformly accept that proximity to water correlates directly to an increased density of prehistoric occupations in a landscape. In order to identify any potential archaeological resources within the APE, we request that qualified cultural resource professionals conduct subsurface identification within these new trench areas prior to ground disturbing activities for this project.

We request being involved in the consultation process with the local government, which as stipulated in 36 CFR 800.3 is required to be notified of the undertaking, and with other consulting parties. Additional information provided by the local government or consulting parties might cause our office to re-evaluate our eligibility and potential effect findings. Please note that our compliance letter does not end the 30-day review period provided to other consulting parties.

If we may be of further assistance, please contact Edward Jakaitis, Section 106 Compliance Manager, at (303)866-4678 or edward.jakaitis@state.co.us.

Sincerely,

Holly K. Norton

Steve Turner, AIA
State Historic Preservation Officer
1200 Broadway
Denver, CO 80203

ELEMENT
ENGINEERING LLC
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August 8, 2017

Mr. Edward Jakaitis
Section 106 Compliance Manager
Office of Archaeology and Historic Preservation
1200 Broadway
Denver, CO 80203

RE: National Historic Preservation Act Consultation No. 2
Somerset Domestic Waterworks District Water System Improvements

Dear Mr. Jakaitis,

Element Engineering, LLC is in receipt of your July 31, 2017 correspondence in response to Element's July 25, 2017 correspondence regarding a National Historic Preservation Act Consultation for the Somerset Domestic Waterworks District Water System Improvements Project.

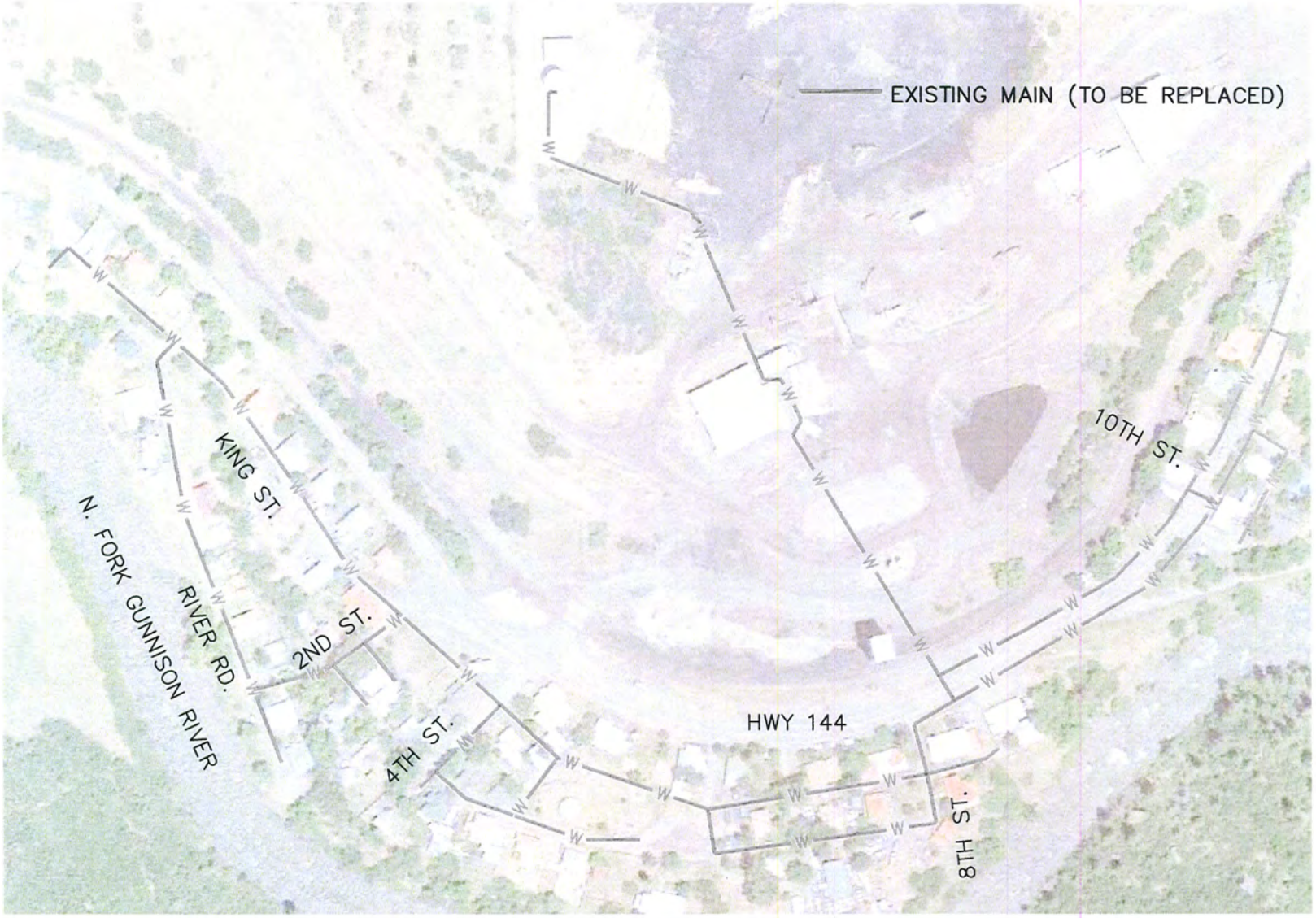
To avoid construction in previously un-disturbed soils, Element has removed all proposed watermain from the project in new areas. Instead, fire hydrants will be constructed in previously disturbed soils at all watermain dead-ends to allow the district to flush the mains and limit water age in the pipes. All proposed construction will be in areas of existing mains. The attached exhibit shows the updated proposed project.

This project is not expected to have any effects on cultural resources in the area. It is Element Engineering's recommendation that a field survey of the area of potential effect is not necessary based on the proposed improvements.

Sincerely,

ELEMENT ENGINEERING, LLC

Nicholaus P. Marcotte, P.E.
President



SOMERSET WATER DISTRIBUTION SYSTEM SCHEMATIC

ELEMENT ENGINEERING LLC
12687 W. CEDAR DRIVE, SUITE 350
LAKEWOOD, CO 80228
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DATE
AUGUST 2017

JOB NUMBER
0016.0001

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OFFICE *of* ARCHAEOLOGY *and* HISTORIC PRESERVATION

JUL 31 2017

Nicholaus P. Marcotte, P.E.
Element Engineering, LLC
12687 W. Cedar Drive, Suite 350
Lakewood, Colorado 80228

Re: Somerset Domestic Waterworks District Water System Improvements, Gunnison County, Colorado (HC #72528)

Dear Mr. Marcotte:

Thank you for your correspondence dated July 25, 2017 and received by our office on July 27, 2017, continuing this Section 106 consultation. We appreciate the expanded project information and offer the following comment.

Following our request for additional information regarding the nature and location of activities within the area of potential effect, we have concluded that further identification will not be necessary in locations that are illustrated in the *Somerset Water Distribution System Schematic* as, "Existing Main (To Be Replaced)". However, we believe that subsurface identification for potentially undisturbed archaeological deposits will be necessary in locations that are described as, "Proposed Main (New Trench)", in the schematic. These locations represent areas of potentially undisturbed subsurface deposits that are located along terrace edges overlooking the North Fork of the Gunnison River. Predictive models of settlement patterns almost uniformly accept that proximity to water correlates directly to an increased density of prehistoric occupations in a landscape. In order to identify any potential archaeological resources within the APE, we request that qualified cultural resource professionals conduct subsurface identification within these new trench areas prior to ground disturbing activities for this project.

We request being involved in the consultation process with the local government, which as stipulated in 36 CFR 800.3 is required to be notified of the undertaking, and with other consulting parties. Additional information provided by the local government or consulting parties might cause our office to re-evaluate our eligibility and potential effect findings. Please note that our compliance letter does not end the 30-day review period provided to other consulting parties.

If we may be of further assistance, please contact Edward Jakaitis, Section 106 Compliance Manager, at (303)866-4678 or edward.jakaitis@state.co.us.

Sincerely,

Holly K. Norton

Steve Turner, AIA
State Historic Preservation Officer
1200 Broadway
Denver, CO 80203



SOMERSET WATER DISTRIBUTION SYSTEM SCHEMATIC

ELEMENT ENGINEERING LLC
12687 W. CEDAR DRIVE, SUITE 350
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AUGUST 2017

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SCALE
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OFFICE *of* ARCHAEOLOGY *and* HISTORIC PRESERVATION

AUG 2 2 2017

Nicholaus P. Marcotte, P.E.
Element Engineering, LLC
12687 W. Cedar Drive, Suite 350
Lakewood, Colorado 80228

Re: Somerset Domestic Waterworks District Water System Improvements, Gunnison County, Colorado (HC #72528)

Dear Mr. Marcotte:

Thank you for your correspondence dated August 8, 2017 and received on August 14, 2017, continuing this Section 106 consultation. Following our review of the redesigned project activities and area of potential effect (APE), we believe that the avoidance of any new water main installations in undisturbed areas and the construction of fire hydrants at all existing water main dead-ends will result in no effects on historic properties. As a result, we recommend a finding of *No Historic Properties Affected* pursuant to 36 CFR 800.4(d)(1).

Should unidentified archaeological resources be discovered in the course of the project, work must be interrupted until the resources have been evaluated in terms of the National Register eligibility criteria (36 CFR 60.4) in consultation with our office pursuant to 36 CFR 800.13. Also, should the consulted-upon scope of the work change please contact our office for continued consultation under 36 CFR 800.

We request being involved in the consultation process with the local government, which as stipulated in 36 CFR 800.3 is required to be notified of the undertaking, and with other consulting parties. Additional information provided by the local government or consulting parties might cause our office to re-evaluate our eligibility and potential effect findings. Please note that our compliance letter does not end the 30-day review period provided to other consulting parties.

If we may be of further assistance, please contact Edward Jakaitis, Section 106 Compliance Manager, at (303)866-4678 or edward.jakaitis@state.co.us.

Sincerely,

Steve Turner, AIA
State Historic Preservation Officer
1200 Broadway
Denver, CO 80203

THPO

ELEMENT
ENGINEERING LLC
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July 5, 2017

Bob Komardley, Chairman
Apache Tribe of Oklahoma
PO Box 1330
Anadarko, OK 73005

Subject Somerset Domestic Waterworks District Water System Improvements
Gunnison County, Colorado

Dear Mr. Komardley:

The Rural Utilities Service (RUS), one of three agencies comprising USDA Rural Development, is authorized under 5 U.S.C. 301; 7 U.S.C. 1989; 16 U.S.C. 1005 in 7 CFR, Part 1780.2 to provide loan and grant funds for water and waste projects serving the most financially needy communities.

The Somerset Domestic Waterworks District has requested financial assistance from RUS for the Somerset Domestic Waterworks District Water System Improvements Project. The Somerset Domestic Waterworks District was issued an Enforcement Order (EO) for violations pertaining to Trihalomethanes (TTHMs) in the distribution system. This issue is likely being caused by TTHM precursors in the raw water and is compounded by multiple dead-end lines causing higher than normal water age. The district wishes to install a pre-filtration system to remove pre-cursors, replace the aging and deteriorating distribution system, and eliminate dead ends. Furthermore, the district would like to install flow meters on all service lines (currently only about half of the services are metered). Adequate sized main will be installed for fire protection, along with fire hydrants and sufficient isolation valving. If RUS elects to fund this application, it will become an undertaking subject to review under Section 106 of the National Historic Preservation Act, 54 U.S.C. 306108, and its implementing regulations, 36 CFR Part 800.

Pursuant to 7 CFR § 1970.5(b)(2) of the regulations, "Environmental Policies and Procedures" (7 CFR Part 1970), RUS has issued a blanket delegation to its borrowers to initiate and proceed through Section 106 review. In accordance with this blanket delegation, the Somerset Domestic Waterworks District is initiating Section 106 review on behalf of RUS. In delegating this authority, RUS is advocating for the direct interaction between its Water and Wastewater Loan and Grant Program borrowers and interested Indian tribes. RUS believes this interaction, prior to direct agency involvement, will support and encourage the consideration of impacts to historic properties of importance to Indian tribes earlier in project planning.

The Somerset Domestic Waterworks District proposes that the area of potential effects (APE) for the referenced project consists of the right-of-ways within the entire town service area boundary, as shown on the enclosed map. The entire project will take place in previously disturbed town right-of-ways. No construction activities or material storage will take place on undisturbed soils. The geographic scope of the APE will not be final until a determination is made by RUS pursuant to 36 CFR § 800.4(a)(1). The APE does not include any tribal lands as defined pursuant to 36 CFR § 800.16(x).

The Somerset Domestic Waterworks District is notifying you about the referenced project because of the possible interest of the Apache Tribe of Oklahoma in Gunnison County, Colorado. Should the Apache Tribe of Oklahoma elect to participate in Section 106 review of the referenced project, please notify me in writing via letter or email as soon as possible at the following addresses – Alice Arsenault, 12687 W Cedar Drive, Suite 350, Lakewood, CO 80228, alicea@elementengineering.net.

Please include with your affirmative response, a description and location of any specific historic properties or important tribal resources in the APE and your recommendations about the level of effort needed to identify additional historic properties which might be affected by the referenced project. The Town of Center will respect the confidentiality of the information which you provide to the fullest extent possible.

If at any time you wish to share your interests, recommendations and concerns directly with RUS, as the agency responsible for conducting Section 106 review, or to request that RUS participate directly in Section 106 review, please notify me at once, preferably via email. However, you may also contact RUS directly. If you wish to do so, please submit your request to David Carter, 690 Industrial Blvd., Delta, CO 81416, dave.carter@co.usda.gov.

Please submit your response to me within 30 days of receipt of this letter. The Town of Center has been advised by RUS to proceed to the next step in Section 106 review if you fail to provide a timely response. Should you have any questions or require additional information you may contact me at - Alice Arsenault, 12687 W Cedar Drive, Suite 350, Lakewood, CO 80228, alicea@elementengineering.net.

Sincerely,

Alice M. Arsenault, EIT
Town Engineer

Enclosures

ELEMENT
ENGINEERING LLC
DILIGENT • INNOVATIVE • RESPONSIVE

July 5, 2017

Jimmy Arterberry, THPO
Comanche Nation, Oklahoma
6 SW D Avenue
Alwton, OK 73502

Subject Somerset Domestic Waterworks District Water System Improvements
Gunnison County, Colorado

Dear Mr. Arterberry:

The Rural Utilities Service (RUS), one of three agencies comprising USDA Rural Development, is authorized under 5 U.S.C. 301; 7 U.S.C. 1989; 16 U.S.C. 1005 in 7 CFR, Part 1780.2 to provide loan and grant funds for water and waste projects serving the most financially needy communities.

The Somerset Domestic Waterworks District has requested financial assistance from RUS for the Somerset Domestic Waterworks District Water System Improvements Project. The Somerset Domestic Waterworks District was issued an Enforcement Order (EO) for violations pertaining to Trihalomethanes (TTHMs) in the distribution system. This issue is likely being caused by TTHM precursors in the raw water and is compounded by multiple dead-end lines causing higher than normal water age. The district wishes to install a pre-filtration system to remove pre-cursors, replace the aging and deteriorating distribution system, and eliminate dead ends. Furthermore, the district would like to install flow meters on all service lines (currently only about half of the services are metered). Adequate sized main will be installed for fire protection, along with fire hydrants and sufficient isolation valving. If RUS elects to fund this application, it will become an undertaking subject to review under Section 106 of the National Historic Preservation Act, 54 U.S.C. 306108, and its implementing regulations, 36 CFR Part 800.

Pursuant to 7 CFR § 1970.5(b)(2) of the regulations, "Environmental Policies and Procedures" (7 CFR Part 1970), RUS has issued a blanket delegation to its borrowers to initiate and proceed through Section 106 review. In accordance with this blanket delegation, the Somerset Domestic Waterworks District is initiating Section 106 review on behalf of RUS. In delegating this authority, RUS is advocating for the direct interaction between its Water and Wastewater Loan and Grant Program borrowers and interested Indian tribes. RUS believes this interaction, prior to direct agency involvement, will support and encourage the consideration of impacts to historic properties of importance to Indian tribes earlier in project planning.

The Somerset Domestic Waterworks District proposes that the area of potential effects (APE) for the referenced project consists of the right-of-ways within the entire town service area boundary, as shown on the enclosed map. The entire project will take place in previously disturbed town right-of-ways. No construction activities or material storage will take place on undisturbed soils. The geographic scope of the APE will not be final until a determination is made by RUS pursuant to 36 CFR § 800.4(a)(1). The APE does not include any tribal lands as defined pursuant to 36 CFR § 800.16(x).

The Somerset Domestic Waterworks District is notifying you about the referenced project because of the possible interest of the Comanche Nation, Oklahoma in Gunnison County, Colorado. Should the Comanche Nation, Oklahoma elect to participate in Section 106 review of the referenced project, please notify me in writing via letter or email as soon as possible at the following addresses – Alice Arsenault, 12687 W Cedar Drive, Suite 350, Lakewood, CO 80228, alicea@elementengineering.net.

Please include with your affirmative response, a description and location of any specific historic properties or important tribal resources in the APE and your recommendations about the level of effort needed to identify additional historic properties which might be affected by the referenced project. The Town of Center will respect the confidentiality of the information which you provide to the fullest extent possible.

If at any time you wish to share your interests, recommendations and concerns directly with RUS, as the agency responsible for conducting Section 106 review, or to request that RUS participate directly in Section 106 review, please notify me at once, preferably via email. However, you may also contact RUS directly. If you wish to do so, please submit your request to David Carter, 690 Industrial Blvd., Delta, CO 81416, dave.carter@co.usda.gov.

Please submit your response to me within 30 days of receipt of this letter. The Town of Center has been advised by RUS to proceed to the next step in Section 106 review if you fail to provide a timely response. Should you have any questions or require additional information you may contact me at - Alice Arsenault, 12687 W Cedar Drive, Suite 350, Lakewood, CO 80228, alicea@elementengineering.net.

Sincerely,

Alice M. Arsenault, EIT
District Engineer

Enclosures

ELEMENT
ENGINEERING LLC
DILIGENT ◦ INNOVATIVE ◦ RESPONSIVE

July 5, 2017

Michael Blackwolf, THPO
Fort Belknap Indian Community of the Fort Belknap Reservation of Montana
656 Agency Main Street
Harlem, MT 59526

Subject Somerset Domestic Waterworks District Water System Improvements
Gunnison County, Colorado

Dear Mr. Komardley:

The Rural Utilities Service (RUS), one of three agencies comprising USDA Rural Development, is authorized under 5 U.S.C. 301; 7 U.S.C. 1989; 16 U.S.C. 1005 in 7 CFR, Part 1780.2 to provide loan and grant funds for water and waste projects serving the most financially needy communities.

The Somerset Domestic Waterworks District has requested financial assistance from RUS for the Somerset Domestic Waterworks District Water System Improvements Project. The Somerset Domestic Waterworks District was issued an Enforcement Order (EO) for violations pertaining to Trihalomethanes (TTHMs) in the distribution system. This issue is likely being caused by TTHM precursors in the raw water and is compounded by multiple dead-end lines causing higher than normal water age. The district wishes to install a pre-filtration system to remove pre-cursors, replace the aging and deteriorating distribution system, and eliminate dead ends. Furthermore, the district would like to install flow meters on all service lines (currently only about half of the services are metered). Adequate sized main will be installed for fire protection, along with fire hydrants and sufficient isolation valving. If RUS elects to fund this application, it will become an undertaking subject to review under Section 106 of the National Historic Preservation Act, 54 U.S.C. 306108, and its implementing regulations, 36 CFR Part 800.

Pursuant to 7 CFR § 1970.5(b)(2) of the regulations, "Environmental Policies and Procedures" (7 CFR Part 1970), RUS has issued a blanket delegation to its borrowers to initiate and proceed through Section 106 review. In accordance with this blanket delegation, the Somerset Domestic Waterworks District is initiating Section 106 review on behalf of RUS. In delegating this authority, RUS is advocating for the direct interaction between its Water and Wastewater Loan and Grant Program borrowers and interested Indian tribes. RUS believes this interaction, prior to direct agency involvement, will support and encourage the consideration of impacts to historic properties of importance to Indian tribes earlier in project planning.

The Somerset Domestic Waterworks District proposes that the area of potential effects (APE) for the referenced project consists of the right-of-ways within the entire town service area boundary, as shown on the enclosed map. The entire project will take place in previously disturbed town right-of-ways. No construction activities or material storage will take place on undisturbed soils. The geographic scope of the

APE will not be final until a determination is made by RUS pursuant to 36 CFR § 800.4(a)(1). The APE does not include any tribal lands as defined pursuant to 36 CFR § 800.16(x).

The Somerset Domestic Waterworks District is notifying you about the referenced project because of the possible interest of the Fort Belknap Indian Community of the Fort Belknap Reservation of Montana in Gunnison County, Colorado. Should the Fort Belknap Indian Community of the Fort Belknap Reservation of Montana elect to participate in Section 106 review of the referenced project, please notify me in writing via letter or email as soon as possible at the following addresses – Alice Arsenault, 12687 W Cedar Drive, Suite 350, Lakewood, CO 80228, alicea@elementengineering.net.

Please include with your affirmative response, a description and location of any specific historic properties or important tribal resources in the APE and your recommendations about the level of effort needed to identify additional historic properties which might be affected by the referenced project. The Town of Center will respect the confidentiality of the information which you provide to the fullest extent possible.

If at any time you wish to share your interests, recommendations and concerns directly with RUS, as the agency responsible for conducting Section 106 review, or to request that RUS participate directly in Section 106 review, please notify me at once, preferably via email. However, you may also contact RUS directly. If you wish to do so, please submit your request to David Carter, 690 Industrial Blvd., Delta, CO 81416, dave.carter@co.usda.gov.

Please submit your response to me within 30 days of receipt of this letter. The Town of Center has been advised by RUS to proceed to the next step in Section 106 review if you fail to provide a timely response. Should you have any questions or require additional information you may contact me at - Alice Arsenault, 12687 W Cedar Drive, Suite 350, Lakewood, CO 80228, alicea@elementengineering.net.

Sincerely,

Alice M. Arsenault, EIT
District Engineer

Enclosures

ELEMENT
ENGINEERING LLC
DILIGENT ▫ INNOVATIVE ▫ RESPONSIVE

July 5, 2017

Ora Marek-Martinez, Tribal Preservation Officer
Navajo Nation, Arizona, New Mexico, & Utah
PO Box 4950
Window Rock, AZ 86515

Subject Somerset Domestic Waterworks District Water System Improvements
Gunnison County, Colorado

To Whom it May Concern:

The Rural Utilities Service (RUS), one of three agencies comprising USDA Rural Development, is authorized under 5 U.S.C. 301; 7 U.S.C. 1989; 16 U.S.C. 1005 in 7 CFR, Part 1780.2 to provide loan and grant funds for water and waste projects serving the most financially needy communities.

The Somerset Domestic Waterworks District has requested financial assistance from RUS for the Somerset Domestic Waterworks District Water System Improvements Project. The Somerset Domestic Waterworks District was issued an Enforcement Order (EO) for violations pertaining to Trihalomethanes (TTHMs) in the distribution system. This issue is likely being caused by TTHM precursors in the raw water and is compounded by multiple dead-end lines causing higher than normal water age. The district wishes to install a pre-filtration system to remove pre-cursors, replace the aging and deteriorating distribution system, and eliminate dead ends. Furthermore, the district would like to install flow meters on all service lines (currently only about half of the services are metered). Adequate sized main will be installed for fire protection, along with fire hydrants and sufficient isolation valving. If RUS elects to fund this application, it will become an undertaking subject to review under Section 106 of the National Historic Preservation Act, 54 U.S.C. 306108, and its implementing regulations, 36 CFR Part 800.

Pursuant to 7 CFR § 1970.5(b)(2) of the regulations, "Environmental Policies and Procedures" (7 CFR Part 1970), RUS has issued a blanket delegation to its borrowers to initiate and proceed through Section 106 review. In accordance with this blanket delegation, the Somerset Domestic Waterworks District is initiating Section 106 review on behalf of RUS. In delegating this authority, RUS is advocating for the direct interaction between its Water and Wastewater Loan and Grant Program borrowers and interested Indian tribes. RUS believes this interaction, prior to direct agency involvement, will support and encourage the consideration of impacts to historic properties of importance to Indian tribes earlier in project planning.

The Somerset Domestic Waterworks District proposes that the area of potential effects (APE) for the referenced project consists of the right-of-ways within the entire town service area boundary, as shown on the enclosed map. The entire project will take place in previously disturbed town right-of-ways. No construction activities or material storage will take place on undisturbed soils. The geographic scope of the APE will not be final until a determination is made by RUS pursuant to 36 CFR § 800.4(a)(1). The APE does not include any tribal lands as defined pursuant to 36 CFR § 800.16(x).

The Somerset Domestic Waterworks District is notifying you about the referenced project because of the possible interest of the Navajo Nation, Arizona, New Mexico, & Utah in Gunnison County, Colorado. Should the Navajo Nation, Arizona, New Mexico, & Utah elect to participate in Section 106 review of the referenced project, please notify me in writing via letter or email as soon as possible at the following addresses – Alice Arsenault, 12687 W Cedar Drive, Suite 350, Lakewood, CO 80228, alicea@elementengineering.net.

Please include with your affirmative response, a description and location of any specific historic properties or important tribal resources in the APE and your recommendations about the level of effort needed to identify additional historic properties which might be affected by the referenced project. The Town of Center will respect the confidentiality of the information which you provide to the fullest extent possible.

If at any time you wish to share your interests, recommendations and concerns directly with RUS, as the agency responsible for conducting Section 106 review, or to request that RUS participate directly in Section 106 review, please notify me at once, preferably via email. However, you may also contact RUS directly. If you wish to do so, please submit your request to David Carter, 690 Industrial Blvd., Delta, CO 81416, dave.carter@co.usda.gov.

Please submit your response to me within 30 days of receipt of this letter. The Town of Center has been advised by RUS to proceed to the next step in Section 106 review if you fail to provide a timely response. Should you have any questions or require additional information you may contact me at - Alice Arsenault, 12687 W Cedar Drive, Suite 350, Lakewood, CO 80228, alicea@elementengineering.net.

Sincerely,

Alice M. Arsenault, EIT
District Engineer

Enclosures

COMANCHE NATION

Element Engineering LLC
Attn: Ms. Alice M. Arsenault, EIT
12687 W. Cedar Drive
Colorado 80228

August 31, 2017

Re: Somerset Domestic Waterworks District Wastewater System Improvements
Gunnison County, Colorado

Dear Ms. Arsenault:

In response to your request, the above reference project has been reviewed by staff of this office to identify areas that may potentially contain prehistoric or historic archeological materials. The location of your project has been cross referenced with the Comanche Nation site files, where an indication of ***"No Properties"*** have been identified. (IAW 36 CFR 800.4(d)(1)).

Please contact this office at (580) 595-9960/9618 if you require additional information on this project.

This review is performed in order to identify and preserve the Comanche Nation and State cultural heritage, in conjunction with the State Historic Preservation Office.

Regards

Comanche Nation Historic Preservation Office
Theodore E. Villicana ,Technician
#6 SW "D" Avenue , Suite C
Lawton, OK. 73502

INTERGOVERNMENTAL AGENCIES

ELEMENT
ENGINEERING LLC
DILIGENT • INNOVATIVE • RESPONSIVE

July 3, 2017

Gunnison County
Attn: Matthew Birnie
200 E Virginia
Gunnison, CO 81230

Subject **Somerset Domestic Waterworks District Water System Improvements**
Gunnison County, Colorado

To Whom it May Concern,

The U.S. Department of Agriculture, Rural Development Rural Utilities Service (Agency) is initiating the Executive Order 12372, "Intergovernmental Review of Federal Programs," process in order to obtain feedback and concurrence from interested parties on financing a proposal. The Agency is being asked to consider providing financial assistance for the proposal described below. Because this state does not have a State Point of Contact, this letter shall serve as your invitation to comment on this proposal.

Please complete the attached form and send any comments on this proposal or your letter of concurrence directly to Alice. If you choose not to respond within 60 days of this correspondence, the Agency will assume that you have chosen not to respond and may proceed with its decision. If you have any questions concerning this proposal, please contact Alice Arsenault, 12687 W Cedar Drive, Suite 350, Lakewood, CO 80228, alicea@elementengineering.net.

Sincerely,

Alice M. Arsenault, EIT
Project Engineer

Attachment 1: Proposal's Description and Maps

1) Project Description

The Somerset Domestic Waterworks District was issued an Enforcement Order (EO) for violations pertaining to Trihalomethanes (TTHMs) in the distribution system. This issue is likely being caused by TTHM precursors in the raw water and is compounded by multiple dead-end lines causing higher than normal water age. The district wishes to install a pre-filtration system to remove precursors, replace the aging and deteriorating distribution system, and eliminate dead ends. Furthermore, the district would like to install flow meters on all service lines (currently only about half of the services are metered). Adequate sized main will be installed for fire protection, along with fire hydrants and sufficient isolation valving.

2) Environmental Information

The proposed project will be constructed entirely within previously disturbed soil in town right-of-way, and/or within roadways and easements.

No impacts to any environmental resources are expected. Impacts on land use, floodplains, wetlands, historic properties, biological resources, water quality, socio-economic issues, and air quality have all been assessed with a finding of no expected impact for all categories.

3) USGS Topographical Map

A USGS topographical map is attached to this letter.

4) Site Plan

A site plan is attached to this letter. The proposed project will occur throughout the entire service area.

Attachment 2: USDA Rural Development Intergovernmental Review Consultation Form

Project Name: Somerset Domestic Waterworks Water System Improvements

1) Is the proposal consistent with State or local government planning goals?

☒ Yes ☐ No

2) Does the proposal duplicate, run counter to, or need to be coordinated with other activities, or might it be revised to increase its effectiveness?

☒ Yes ☐ No

3) Will the proposal contribute to achieving state or local government goals relating to natural and human resources or economic and community development?

☒ Yes ☐ No

4) Are there environmental impacts and alternatives that should be considered in the Agency's environmental review?

☐ Yes ☒ No

5) Will the proposal influence area growth or delivery of services, including any disproportionate effects on minority groups?

☒ Yes ☐ No

6) Will the proposal impact energy resource supply and demand?

☐ Yes ☒ No

7) Will the proposal displace people or businesses?

☐ Yes ☒ No

8) Will the proposal be located in a Coastal Zone or Coastal Barrier Resource Area and is it consist with any State coastal management plan?

☐ Yes ☒ No

Comments: IT is imperative that this project be coordinated with the Somerset Domestic Waterworks Waste Water System Improvement Project. The waste water situation is very problematic and needs to be addressed as well.

[signature] - County Manager 7-19-17
Signature/Title Date

ENVIRONMENTAL

ELEMENT
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July 5, 2017

Sue Masica, Regional Director
National Park Service
Intermountain Regional Office
12795 Alameda Parkway
Denver, CO 80225

Subject Somerset Domestic Waterworks District Water System Improvements
Gunnison County, Colorado

Dear Ms. Masica:

Element Engineering, LLC (Element) and the Somerset Domestic Waterworks District are in the process of performing an environmental review pursuant to the National Environmental Policy Act for the USDA Rural Utilities Service to assess the environmental impacts of water improvements in Somerset County, Colorado.

The Somerset Domestic Waterworks District was issued an Enforcement Order (EO) for violations pertaining to Trihalomethanes (TTHMs) in the distribution system. This issue is likely being caused by TTHM precursors in the raw water and is compounded by multiple dead-end lines causing higher than normal water age. The district wishes to install a pre-filtration system to remove pre-cursors, replace the aging and deteriorating distribution system, and eliminate dead ends. Furthermore, the district would like to install flow meters on all service lines (currently only about half of the services are metered). Adequate sized main will be installed for fire protection, along with fire hydrants and sufficient isolation valving.

Enclosed are a US Geological Survey map and a Proposed Improvement Exhibit that depicts the project's area of potential effect for all construction activities. The entire project will take place in previously disturbed town right-of-ways. No construction activities or material storage will take place on undisturbed soils.

Element and the Somerset Domestic Waterworks District request assistance in determining any conflicts or issues that are apparent through the National Park Service. Please provide any recommendations you may have to mitigate or avoid these impacts.

We would appreciate a response within 30 days. If you need any further information or wish to discuss the project, please contact me at 303-981-0453 or by email at alicea@elementengineering.net. Please respond to this letter by mail to the address in the footer of this letter or by email at alicea@elementengineering.net

Sincerely,

Alice Arsenault, E.I.T
Project Engineer

Attachments

[illegible] , elementengineering.net

ELEMENT
ENGINEERING LLC
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July 5, 2017

Dick Wolfe
Department of Natural Resources
Colorado Division of Water Resources
1313 Sherman St, Ste. 821
Denver, CO 80203

Subject Somerset Domestic Waterworks District Water System Improvements
Gunnison County, Colorado

Dear Mr. Wolfe:

Element Engineering, LLC (Element) and the Somerset Domestic Waterworks District are in the process of performing an environmental review pursuant to the National Environmental Policy Act for the USDA Rural Utilities Service to assess the environmental impacts of water improvements in Somerset County, Colorado.

The Somerset Domestic Waterworks District was issued an Enforcement Order (EO) for violations pertaining to Trihalomethanes (TTHMs) in the distribution system. This issue is likely being caused by TTHM precursors in the raw water and is compounded by multiple dead-end lines causing higher than normal water age. The district wishes to install a pre-filtration system to remove pre-cursors, replace the aging and deteriorating distribution system, and eliminate dead ends. Furthermore, the district would like to install flow meters on all service lines (currently only about half of the services are metered). Adequate sized main will be installed for fire protection, along with fire hydrants and sufficient isolation valving.

Enclosed are a US Geological Survey map and a Proposed Improvement Exhibit that depicts the project's area of potential effect for all construction activities. The entire project will take place in previously disturbed town right-of-ways. No construction activities or material storage will take place on undisturbed soils.

Element and the Somerset Domestic Waterworks District request assistance in determining any conflicts or issues that are apparent through the Department of Natural Resources Division of Water Resources. The proposed project will not require additional water rights to be secured.

We would appreciate a response within 30 days. If you need any further information or wish to discuss the project, please contact me at 303-981-0453 or by email at alicea@elementengineering.net. Please respond to this letter by mail to the address in the footer of this letter or by email at alicea@elementengineering.net

Sincerely,

Alice Arsenault, E.I.T
Project Engineer

Attachments

ELEMENT
ENGINEERING LLC
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July 5, 2017

Kyle Downing
US Army Corps of Engineers
Denver Regulatory Office
9307 South Wadsworth
Littleton, CO 80128

Subject Somerset Domestic Waterworks District Water System Improvements
Gunnison County, Colorado

Dear Mr. Downing:

Element Engineering, LLC (Element) and the Somerset Domestic Waterworks District are in the process of performing an environmental review pursuant to the National Environmental Policy Act for the USDA Rural Utilities Service to assess the environmental impacts of water improvements in Somerset County, Colorado.

The Somerset Domestic Waterworks District was issued an Enforcement Order (EO) for violations pertaining to Trihalomethanes (TTHMs) in the distribution system. This issue is likely being caused by TTHM precursors in the raw water and is compounded by multiple dead-end lines causing higher than normal water age. The district wishes to install a pre-filtration system to remove pre-cursors, replace the aging and deteriorating distribution system, and eliminate dead ends. Furthermore, the district would like to install flow meters on all service lines (currently only about half of the services are metered). Adequate sized main will be installed for fire protection, along with fire hydrants and sufficient isolation valving.

Enclosed are a US Geological Survey map and a Proposed Improvement Exhibit that depicts the project's area of potential effect for all construction activities. The entire project will take place in previously disturbed town right-of-ways. No construction activities or material storage will take place on undisturbed soils.

Element and the Somerset Domestic Waterworks District request that your office review the proposed project to identify any Waters of the United States. Waters of the U.S. are not expected to be affected in anyway.

We would appreciate a response within 30 days. If you need any further information or wish to discuss the project, please contact me at 303-981-0453 or by email at alicea@elementengineering.net. Please respond to this letter by mail to the address in the footer of this letter or by email at alicea@elementengineering.net

Sincerely,

Alice Arsenault, E.I.T
Project Engineer

Attachments

ELEMENT
ENGINEERING LLC
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July 5, 2017

Allen Green
Natural Resources Conservation Service
Denver Federal Center
Building 56, Room 2604
PO Box 25426
Denver, CO 80225-0426

Subject Somerset Domestic Waterworks District Water System Improvements
Gunnison County, Colorado

Dear Mr. Green:

Element Engineering, LLC (Element) and the Somerset Domestic Waterworks District are in the process of performing an environmental review pursuant to the National Environmental Policy Act for the USDA Rural Utilities Service to assess the environmental impacts of water improvements in Somerset County, Colorado.

The Somerset Domestic Waterworks District was issued an Enforcement Order (EO) for violations pertaining to Trihalomethanes (TTHMs) in the distribution system. This issue is likely being caused by TTHM precursors in the raw water and is compounded by multiple dead-end lines causing higher than normal water age. The district wishes to install a pre-filtration system to remove pre-cursors, replace the aging and deteriorating distribution system, and eliminate dead ends. Furthermore, the district would like to install flow meters on all service lines (currently only about half of the services are metered). Adequate sized main will be installed for fire protection, along with fire hydrants and sufficient isolation valving.

Enclosed are a US Geological Survey map and a Proposed Improvement Exhibit that depicts the project's area of potential effect for all construction activities. The entire project will take place in previously disturbed town right-of-ways. No construction activities or material storage will take place on undisturbed soils.

Element and the Somerset Domestic Waterworks District are requesting information on the possible effects of the proposed project on important farmland and prime rangeland and any recommendations you may have to minimize or avoid these effects. We also seek your assessment of the compatibility of the proposed project with State and local government or any private programs and policies to protect important farmland. It is Element's assessment that no farmland will be impacted.

We would appreciate a response within 30 days. If you need any further information or wish to discuss the project, please contact me at 303-981-0453 or by email at alicea@elementengineering.net. Please respond to this letter by mail to the address in the footer of this letter or by email at alicea@elementengineering.net

Sincerely,

Alice Arsenault, E.I.T
Project Engineer

ELEMENT
ENGINEERING LLC
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July 5, 2017

Susan Linner
US Fish & Wildlife Service
Colorado Field Office
P.O. Box 25486, DFC
Denver, Colorado 80225-0486

Subject Somerset Domestic Waterworks District Water System Improvements
Gunnison County, Colorado

Dear Ms. Linner:

Element Engineering, LLC (Element) and the Somerset Domestic Waterworks District are in the process of performing an environmental review pursuant to the National Environmental Policy Act for the USDA Rural Utilities Service to assess the environmental impacts of water improvements in Somerset County, Colorado.

The Somerset Domestic Waterworks District was issued an Enforcement Order (EO) for violations pertaining to Trihalomethanes (TTHMs) in the distribution system. This issue is likely being caused by TTHM precursors in the raw water and is compounded by multiple dead-end lines causing higher than normal water age. The district wishes to install a pre-filtration system to remove pre-cursors, replace the aging and deteriorating distribution system, and eliminate dead ends. Furthermore, the district would like to install flow meters on all service lines (currently only about half of the services are metered). Adequate sized main will be installed for fire protection, along with fire hydrants and sufficient isolation valving.

Enclosed are a US Geological Survey map and a Proposed Improvement Exhibit that depicts the project's area of potential effect for all construction activities. The entire project will take place in previously disturbed town right-of-ways. No construction activities or material storage will take place on undisturbed soils. A wetlands map is attached to this letter for your review.

Element conducted a desktop review of the project area for suitable habitat for federally listed threatened and endangered species protected under the Endangered Species Act of 1973, as amended (16 USC 1531 et seq.) (ESA). There are 8 threatened or endangered species that are known to occur in the project area. Element believes this project would have no adverse environmental effects on federally listed threatened or endangered species because the proposed project will occur on previously disturbed land. The determination for all species for this project will be: Not Likely to Adversely Affect the Species.

Element and the Somerset Domestic Waterworks District request that your office review the proposed project for any State and Federally-listed threatened and endangered species and any other important State natural resources that may occur in the project area. Please provide any recommendations you may have to mitigate or avoid these impacts.

We would appreciate a response within 30 days. If you need any further information or wish to discuss the project, please contact me at 303-981-0453 or by email at alicea@elementengineering.net. Please respond to this letter by mail to the address in the footer of this letter or by email at alicea@elementengineering.net

Sincerely,

Alice Arsenault, E.I.T
Project Engineer

Attachments

ELEMENT
ENGINEERING LLC
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July 5, 2017

Jim DiLeo
Colorado Department of Public Health & Environment
4300 Cherry Creek Drive South
Denver, CO 80246-1530

Subject Somerset Domestic Waterworks District Water System Improvements
Gunnison County, Colorado

Dear Mr. DiLeo:

Element Engineering, LLC (Element) and the Somerset Domestic Waterworks District are in the process of performing an environmental review pursuant to the National Environmental Policy Act for the USDA Rural Utilities Service to assess the environmental impacts of water improvements in Somerset County, Colorado.

The Somerset Domestic Waterworks District was issued an Enforcement Order (EO) for violations pertaining to Trihalomethanes (TTHMs) in the distribution system. This issue is likely being caused by TTHM precursors in the raw water and is compounded by multiple dead-end lines causing higher than normal water age. The district wishes to install a pre-filtration system to remove pre-cursors, replace the aging and deteriorating distribution system, and eliminate dead ends. Furthermore, the district would like to install flow meters on all service lines (currently only about half of the services are metered). Adequate sized main will be installed for fire protection, along with fire hydrants and sufficient isolation valving.

Enclosed are a US Geological Survey map and a Proposed Improvement Exhibit that depicts the project's area of potential effect for all construction activities. The entire project will take place in previously disturbed town right-of-ways. No construction activities or material storage will take place on undisturbed soils.

Element and the Somerset Domestic Waterworks District request assistance in determining any conflicts or issues that are apparent through the Colorado Department of Public Health and Environment concerning air pollution issues. The proposed project is not expected to negatively impact air quality in the area.

We would appreciate a response within 30 days. If you need any further information or wish to discuss the project, please contact me at 303-981-0453 or by email at alicea@elementengineering.net. Please respond to this letter by mail to the address in the footer of this letter or by email at alicea@elementengineering.net

Sincerely,

Alice Arsenault, E.I.T
Project Engineer

Attachments

ELEMENT
ENGINEERING LLC
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July 5, 2017

Division of Wildlife – Gunnison Office
300 West New York Avenue
Gunnison, CO 81230

Subject Somerset Domestic Waterworks District Water System Improvements
Gunnison County, Colorado

To Whom It May Concern:

Element Engineering, LLC (Element) and the Somerset Domestic Waterworks District are in the process of performing an environmental review pursuant to the National Environmental Policy Act for the USDA Rural Utilities Service to assess the environmental impacts of water improvements in Somerset County, Colorado.

The Somerset Domestic Waterworks District was issued an Enforcement Order (EO) for violations pertaining to Trihalomethanes (TTHMs) in the distribution system. This issue is likely being caused by TTHM precursors in the raw water and is compounded by multiple dead-end lines causing higher than normal water age. The district wishes to install a pre-filtration system to remove pre-cursors, replace the aging and deteriorating distribution system, and eliminate dead ends. Furthermore, the district would like to install flow meters on all service lines (currently only about half of the services are metered). Adequate sized main will be installed for fire protection, along with fire hydrants and sufficient isolation valving.

Enclosed are a US Geological Survey map and a Proposed Improvement Exhibit that depicts the project's area of potential effect for all construction activities. The entire project will take place in previously disturbed town right-of-ways. No construction activities or material storage will take place on undisturbed soils.

Element and the Somerset Domestic Waterworks District request that your office review the proposed project for any State and Federally-listed threatened and endangered species and any other important State natural resources that may occur in the project area. Please provide any recommendations you may have to mitigate or avoid these impacts.

Element believes this project would have no adverse environmental effects on wildlife. In order to provide appropriate documentation of the NEPA process, Element would appreciate your written concurrence with, or exception to, our findings.

We would appreciate a response within 30 days. If you need any further information or wish to discuss the project, please contact me at 303-981-0453 or by email at alicea@elementengineering.net. Please respond to this letter by mail to the address in the footer of this letter or by email at alicea@elementengineering.net

Sincerely,

Alice Arsenault, E.I.T
Project Engineer

Attachments

ELEMENT
ENGINEERING LLC
DILIGENT • INNOVATIVE • RESPONSIVE

July 5, 2017

Regional Manager
CDOW Headquarters
Division of Wildlife
6060 Broadway
Denver, CO 80216

Subject Somerset Domestic Waterworks District Water System Improvements
Gunnison County, Colorado

Dear Regional Manager:

Element Engineering, LLC (Element) and the Somerset Domestic Waterworks District are in the process of performing an environmental review pursuant to the National Environmental Policy Act for the USDA Rural Utilities Service to assess the environmental impacts of water improvements in Somerset County, Colorado.

The Somerset Domestic Waterworks District was issued an Enforcement Order (EO) for violations pertaining to Trihalomethanes (TTHMs) in the distribution system. This issue is likely being caused by TTHM precursors in the raw water and is compounded by multiple dead-end lines causing higher than normal water age. The district wishes to install a pre-filtration system to remove pre-cursors, replace the aging and deteriorating distribution system, and eliminate dead ends. Furthermore, the district would like to install flow meters on all service lines (currently only about half of the services are metered). Adequate sized main will be installed for fire protection, along with fire hydrants and sufficient isolation valving.

Enclosed are a US Geological Survey map and a Proposed Improvement Exhibit that depicts the project's area of potential effect for all construction activities. The entire project will take place in previously disturbed town right-of-ways. No construction activities or material storage will take place on undisturbed soils.

Element and the Somerset Domestic Waterworks District request that your office review the proposed project for any State and Federally-listed threatened and endangered species and any other important State natural resources that may occur in the project area. Please provide any recommendations you may have to mitigate or avoid these impacts.

Element believes this project would have no adverse environmental effects on wildlife. In order to provide appropriate documentation of the NEPA process, Element would appreciate your written concurrence with, or exception to, our findings.

We would appreciate a response within 30 days. If you need any further information or wish to discuss the project, please contact me at 303-981-0453 or by email at alicea@elementengineering.net. Please respond to this letter by mail to the address in the footer of this letter or by email at alicea@elementengineering.net

Sincerely,

Alice Arsenault, E.I.T
Project Engineer

United States Department of Agriculture

NRCS

Natural Resources Conservation Service
Denver Federal Center
Building 56, Room 2604
P.O. Box 25426
Denver, CO 80225

SUBJECT: Farmland Protection Policy Act July 26th, 2017

Alice Arsenault, E.I.T.
Project Engineer
Element Engineering LLC
12687 W. Cedar Drive, Suite 350
Lakewood, CO 80228

RE: Somerset Domestic Waterworks District Water System Improvements Project
Gunnison County, Colorado

Dear Ms. Arsenault,

The Farmland Protection Policy Act (FPPA) is intended to minimize the impact federal programs have on the unnecessary and irreversible conversion of farmland to non-agricultural use. It assures that to the extent possible federal programs are administered to be compatible with state, local units of government, and private programs and policies to protect farmland.

For the purpose of FPPA, farmland includes prime farmland, unique farmland, and land of statewide or local importance. Farmland subject to FPPA requirements does not have to be currently used for cropland. Projects are subject to FPPA requirements if they may irreversibly convert farmland to non-agriculture use and are completed by a federal agency or with assistance from a federal agency.

As you have stated in your letter, all aspects of this project will occur in previously disturbed town rights-of-way and the project is not subject to FPPA. NRCS encourages the use of accepted erosion control practices during the construction of this project.

If you have any further questions, please call at (720) 544-2855.

Thank you,

T. Riley Dayberry
Asst. State Soil Scientist
Thomas.dayberry@co.usda.gov

cc:
Eugene Backhaus - State Resource Conservationist, NRCS, Denver CO
Randy Randall – Acting State Conservationist, NRCS, Denver CO
William Shoup - State Soil Scientist, NRCS, Denver CO

IPaC **U.S. Fish & Wildlife Service**

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Gunnison County, Colorado



Not for consultation

Local office

Western Colorado Ecological Services Field Office

(970) 243-2778
(970) 245-6933

445 West Gunnison Avenue, Suite 240
Grand Junction, CO 81501-5711

http://www.fws.gov/mountain-prairie/es/Colorado/
http://www.fws.gov/platteriver/

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service.

Not for consultation

1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Canada Lynx Lynx canadensis There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/3652	Threatened
North American Wolverine Gulo gulo luscus No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/5123	Proposed Threatened

Birds

NAME	STATUS
Yellow-billed Cuckoo Coccyzus americanus There is a **proposed** critical habitat for this species. Your location is outside the proposed critical habitat. https://ecos.fws.gov/ecp/species/3911	Threatened

Fishes

NAME	STATUS
Bonytail Chub Gila elegans There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/1377	Endangered
Colorado Pikeminnow (=squawfish) Ptychocheilus lucius There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/3531	Endangered

Greenback Cutthroat Trout Oncorhynchus clarki stomias No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/2775	Threatened
Humpback Chub Gila cypha There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/3930	Endangered
Razorback Sucker Xyrauchen texanus There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/530	Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Not for consultation

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any activity that results in the take (to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct) of migratory birds or eagles is prohibited unless authorized by the U.S. Fish and Wildlife Service[3]. There are no provisions for allowing the take of migratory birds that are unintentionally killed or injured.

Any person or organization who plans or conducts activities that may result in the take of migratory birds is responsible for complying with the appropriate regulations and implementing appropriate conservation measures.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

Additional information can be found using the following links:

- Birds of Conservation Concern http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php
- Conservation measures for birds http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php
- Year-round bird occurrence data http://www.birdscanada.org/birdmon/default/datasummaries.jsp

The migratory birds species listed below are species of particular conservation concern (e.g. Birds of Conservation Concern) that may be potentially affected by activities in this location. It is not a list of every bird species you may find in this location, nor a guarantee that all of the bird species on this list will be found on or near this location. Although it is important to try to avoid and minimize impacts to all birds, special attention should be made to avoid and minimize impacts to birds of priority concern. To view available data on other bird species that may occur in your project area, please visit the AKN Histogram Tools and Other Bird Data Resources. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

NAME	SEASON(S)
Bald Eagle Haliaeetus leucocephalus https://ecos.fws.gov/ecp/species/1626	Year-round
Black Rosy-finch Leucosticte atrata https://ecos.fws.gov/ecp/species/9460	Year-round
Brewer's Sparrow Spizella breweri https://ecos.fws.gov/ecp/species/9291	Breeding
Brown-capped Rosy-finch Leucosticte australis	Wintering
Burrowing Owl Athene cunicularia https://ecos.fws.gov/ecp/species/9737	Breeding

Calliope Hummingbird Stellula calliope https://ecos.fws.gov/ecp/species/9526	Migrating
Cassin's Finch Carpodacus cassinii https://ecos.fws.gov/ecp/species/9462	Year-round
Ferruginous Hawk Buteo regalis https://ecos.fws.gov/ecp/species/6038	Wintering
Fox Sparrow Passerella iliaca	Breeding
Golden Eagle Aquila chrysaetos https://ecos.fws.gov/ecp/species/1680	Year-round
Juniper Titmouse Baeolophus ridgwayi	Year-round
Lewis's Woodpecker Melanerpes lewis https://ecos.fws.gov/ecp/species/9408	Year-round
Loggerhead Shrike Lanius ludovicianus https://ecos.fws.gov/ecp/species/8833	Breeding
Long-billed Curlew Numenius americanus https://ecos.fws.gov/ecp/species/5511	Breeding
Olive-sided Flycatcher Contopus cooperi https://ecos.fws.gov/ecp/species/3914	Breeding
Peregrine Falcon Falco peregrinus https://ecos.fws.gov/ecp/species/8831	Breeding
Pinyon Jay Gymnorhinus cyanocephalus https://ecos.fws.gov/ecp/species/9420	Year-round
Prairie Falcon Falco mexicanus https://ecos.fws.gov/ecp/species/4736	Year-round
Rufous Hummingbird selasphorus rufus https://ecos.fws.gov/ecp/species/8002	Migrating
Sage Thrasher Oreoscoptes montanus https://ecos.fws.gov/ecp/species/9433	Breeding
Short-eared Owl Asio flammeus https://ecos.fws.gov/ecp/species/9295	Wintering
Swainson's Hawk Buteo swainsoni https://ecos.fws.gov/ecp/species/1098	Breeding
Veery Catharus fuscescens	Breeding
Virginia's Warbler Vermivora virginiae https://ecos.fws.gov/ecp/species/9441	Breeding
Western Grebe aechmophorus occidentalis https://ecos.fws.gov/ecp/species/6743	Breeding
Williamson's Sapsucker Sphyrapicus thyroideus https://ecos.fws.gov/ecp/species/8832	Breeding

Not for consultation

Willow Flycatcher Empidonax traillii Breeding
https://ecos.fws.gov/ecp/species/3482

What does IPaC use to generate the list of migratory bird species potentially occurring in my specified location?

Landbirds:

Migratory birds that are displayed on the IPaC species list are based on ranges in the latest edition of the National Geographic Guide, Birds of North America (6th Edition, 2011 by Jon L. Dunn, and Jonathan Alderfer). Although these ranges are coarse in nature, a number of U.S. Fish and Wildlife Service migratory bird biologists agree that these maps are some of the best range maps to date. These ranges were clipped to a specific Bird Conservation Region (BCR) or USFWS Region/Regions, if it was indicated in the 2008 list of Birds of Conservation Concern (BCC) that a species was a BCC species only in a particular Region/Regions. Additional modifications have been made to some ranges based on more local or refined range information and/or information provided by U.S. Fish and Wildlife Service biologists with species expertise. All migratory birds that show in areas on land in IPaC are those that appear in the 2008 Birds of Conservation Concern report.

Atlantic Seabirds:

Ranges in IPaC for birds off the Atlantic coast are derived from species distribution models developed by the National Oceanic and Atmospheric Association (NOAA) National Centers for Coastal Ocean Science (NCCOS) using the best available seabird survey data for the offshore Atlantic Coastal region to date. NOAANCCOS assisted USFWS in developing seasonal species ranges from their models for specific use in IPaC. Some of these birds are not BCC species but were of interest for inclusion because they may occur in high abundance off the coast at different times throughout the year, which potentially makes them more susceptible to certain types of development and activities taking place in that area. For more refined details about the abundance and richness of bird species within your project area off the Atlantic Coast, see the Northeast Ocean Data Portal. The Portal also offers data and information about other types of taxa that may be helpful in your project review.

About the NOAANCCOS models: the models were developed as part of the NOAANCCOS project: Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf. The models resulting from this project are being used in a number of decision-support/mapping products in order to help guide decision-making on activities off the Atlantic Coast with the goal of reducing impacts to migratory birds. One such product is the Northeast Ocean Data Portal, which can be used to explore details about the relative occurrence and abundance of bird species in a particular area off the Atlantic Coast.

All migratory bird range maps within IPaC are continuously being updated as new and better information becomes available.

Can I get additional information about the levels of occurrence in my project area of specific birds or groups of birds listed in IPaC?

Landbirds:

The Avian Knowledge Network (AKN) provides a tool currently called the "Histogram Tool", which draws from the data within the AKN (latest,survey, point count, citizen science datasets) to create a view of relative abundance of species within a particular location over the course of the year. The results of the tool depict the frequency of detection of a species in survey events, averaged between multiple datasets within AKN in a particular week of the year. You may access the histogram tools through the Migratory Bird Programs AKN Histogram Tools webpage.

The tool is currently available for 4 regions (California, Northeast U.S., Southeast U.S. and Midwest), which encompasses the following 32 states: Alabama, Arkansas, California, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Hampshire, New Jersey, New York, North, Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, and Wisconsin.

In the near future, there are plans to expand this tool nationwide within the AKN, and allow the graphs produced to appear with the list of trust resources generated by IPaC, providing you with an additional level of detail about the level of occurrence of the species of particular concern potentially occurring in your project area throughout the course of the year.

Atlantic Seabirds:

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAANCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Not for consultation

Facilities

Wildlife refuges

Any activity proposed on National Wildlife Refuge lands must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGES AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

This location overlaps the following wetlands:

RIVERINE
- R3UBH
- R3UBF

A full description for each wetland code can be found at the National Wetlands Inventory website: https://ecos.fws.gov/ipac/wetlands/decoder

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Not for consultation

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

ELEMENT ENGINEERING LLC

SOMERSET DOMESTIC WATERWORKS DISTRICT

WATER TREATMENT & DISTRIBUTION SYSTEM IMPROVEMENTS
PRELIMINARY ENGINEERING REPORT

SEPTEMBER 2017

WATER TREATMENT & DISTRIBUTION SYSTEM IMPROVEMENTS

PRELIMINARY ENGINEERING REPORT

FOR

SOMERSET DOMESTIC WATERWORKS DISTRICT

SEPTEMBER 2017

EE JOB NO.: 0016.0001



ELEMENT ENGINEERING LLC

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DEFINITIONS, ACRONYMS, AND ABBREVIATIONS (NOT ALL MAY BE FOUND IN THIS REPORT)

BOD_5	5-Day Biochemical Oxygen Demand
CDPHE	Colorado Department of Public Health and Environment
CDPS	Colorado Discharge Permit System
cm/sec	Centimeters per second
CY	Cubic Yards
DOLA	Department of Local Affairs
EA	Each
EDU	Equivalent Dwelling Unit
ECHO	Enforcement and Compliance History Online
EE	Element Engineering, LLC
EPA	Environmental Protection Agency
ft	Feet
gal	gallons
gpcd	Gallons per capita-day
gpd	Gallons per day
gpm	Gallons per minute
hp	Horsepower
HVAC	Heating, Ventilating and Air Conditioning
I&I	Inflow and Infiltration
kW	Kilowatts
lb/ac-day	Pounds per acre-day
lb/day	Pounds per day
LF	Linear Feet
LS	Lump Sum
mg/L	Milligrams per Liter
MGD	Million Gallons per Day
N/A	Not available or applicable
O&M	Operations and Maintenance
OMB	Office of Management and Budget
PEL	Preliminary Effluent Limitations
PVC	Polyvinyl Chloride
PW	Present Worth
RAS	Return Activated Sludge
ref.	Reference
RUS	Rural Utilities Services
SCADA	Supervisory Control and Data Acquisition
SFE	Single Family Equivalent
SF	Square Feet
SOG	Slab on Grade
TSS	Total Suspended Solids
USDA	United States Department of Agriculture
VFD	Variable Frequency Drives
WAS	Waste Activated Sludge
WWTP	Wastewater Treatment Plant
YR	Year

1 EXECUTIVE SUMMARY

This *Water Treatment & Distribution System Improvements Preliminary Engineering Report* (PER) will proposes a strategy to correct compliance issues and replace an aging distribution system within the Community of Somerset.

Currently, the community's water system, serving 76 taps, is under an Enforcement Order (EO) that was issued on April 17th, 2017 for violations pertaining to trihalomethanes (TTHMs) in the distribution system. Also, the distribution system is in poor condition and in need of replacement.

To evaluate potential alternatives to return to compliance and replace the aging distribution system, five different alternatives were evaluated in this report. The alternative deemed most reasonable will be discussed as the recommended proposed alternative. The following project alternatives were evaluated:

Alternative 1 – No Action (Operational Changes Only)

Alternative 2 – Connect to a Nearby Entity (Consolidation)

Alternative 3 – Secondary Disinfection: Chloramine & Replace Distribution System

Alternative 4 – Primary Disinfection: UV Light & Replace Distribution System

Alternative 5 – Adsorption Pretreatment System & Replace Distribution System

The analysis described in this PER shows that Alternative 4 – Primary Disinfection: UV & Replace Distribution System is the most feasible alternative and will meet the community's needs with the lowest financial and environmental impacts.

2 PROJECT PLANNING CONDITIONS

2.1 LOCATION AND SERVICE AREA

The Somerset Domestic Waterworks District (district) is located in west-central Colorado in unincorporated Gunnison County and lies along State Highway 133 between Delta and Carbondale. The area has seen heavy coal mining activity both in continuing operation and in the process of reclamation. The Oxbow Mine, which is currently three years into a ten-year reclamation process, lies directly to the north of the district.

The district provides water service to 73 single family homes and three (3) commercial/government entities (post office, community center, and mine office) in the unincorporated area known as the Community of Somerset. The district's service area is contained within Sections 08 and 17, Township 13 South, Range 90 West of the Sixth PM. Figure 1 shows a general vicinity map of the area. A map of the service area boundary is shown in Figure 2.



Figure 1 – General Vicinity Map

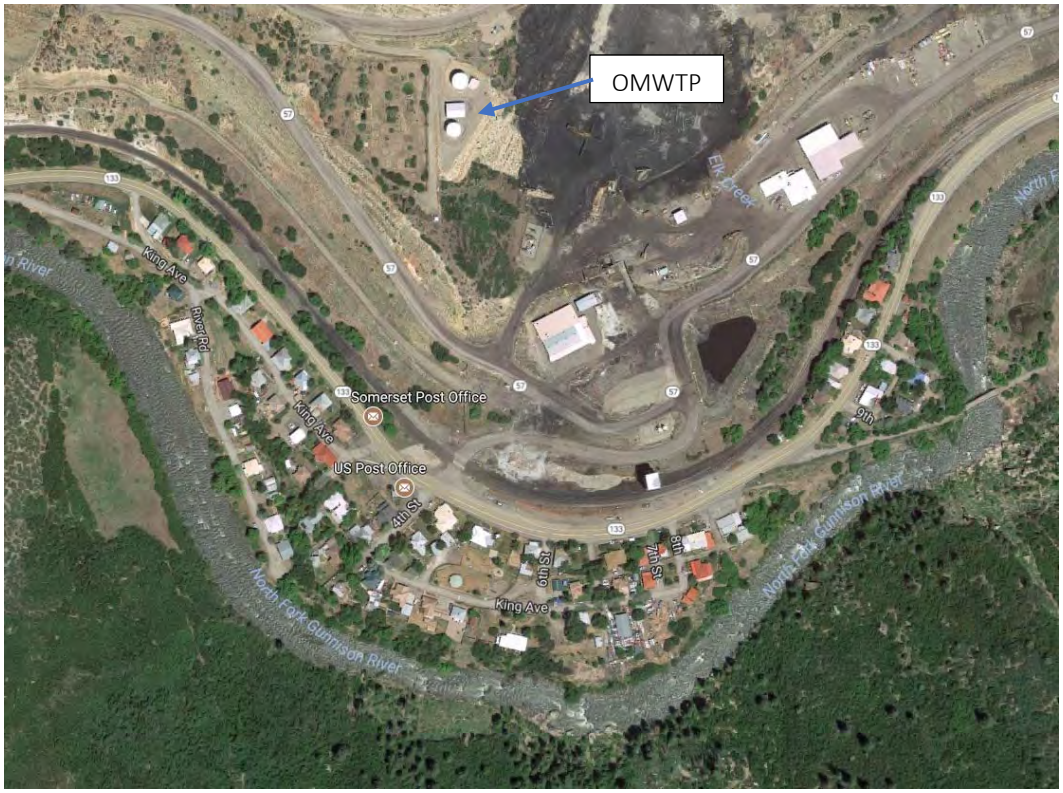


Figure 2 – Service Area

The district currently purchases treated water from the Oxbow Mine, which produces treated water at the Oxbow Mine Water Treatment Plant (OMWTP). Raw water from the North Fork of the Gunnison River is pumped to the treatment facility where it passes through sand filters and is disinfected. Treated water is metered prior to passing into the community's distribution system. The treatment system contains two storage tanks: one for raw water storage (200,000 gallon), and one for treated water and distribution system storage (140,000 gallon). The district owns the treated water storage tank, while the Oxbow Mine owns the raw water tank, the treatment facility, and the building. The district is currently in the process of paying a twenty-year Energy and Mineral Impact (EMI) Assistance Program Loan for the 140,000-gallon treated water storage tank. Payments began on September 1, 2004 and are due annually with the final payment due on September 1, 2023. This loan was executed on October 7, 2003. A copy of the EMI loan agreement is located in Appendix A. Information on the existing water rights, water treatment plant, and storage tanks are shown in Appendix B.

Treated water is distributed to customers through the district's distribution system that includes 1 ½", 2", 3", and 4" diameter pipes of various materials. Most of the piping was installed in the early 1900's and is showing signs of significant deterioration through routine main breaks. Furthermore, the system has numerous dead ends that deteriorate water quality and negatively impact water age. The district serves 73 single-family residential customers and three (3) commercial/government customers (post office, community center, and mine office). According to district records, all lots are metered, but the district charges a flat $33.79 per month per customer for water. It has been reported that some meters are old and may not be properly functioning. Maps of the existing water distribution system are shown in Appendix C.

The district was issued an Enforcement Order (EO) on April 17th, 2017 for violations pertaining to trihalomethanes (TTHMs) in the distribution system, attached in Appendix M. TTHMs are a disinfection byproduct formed when chlorine reacts with organic material in the raw water. Typically, TTHM formation is compounded by water age in the system. Also, raw water precursors, such as high organic carbon levels, would increase TTHM formation. The Oxbow Mine water treatment plant operator has made numerous changes to minimize TTHM formation including reducing system storage and chlorine feed. While these changes have helped reduce TTHM concentrations, they have not brought the system back into compliance. Modification to the water treatment plant currently owned by Oxbow Mine are necessary to bring the system into compliance.

According to a Memorandum of Agreement between the Gunnison Board of County Commissioners and Oxbow Mining, LLC the raw water intake system, water rights, water treatment facility, and water storage tank owned by Oxbow will be transferred to the Somerset Domestic Waterworks District upon cessation of mining reclamation activities. Currently, the Oxbow Mine is three years into a ten-year reclamation process, meaning all water infrastructure should be transferred to the district in 2024. Due to the necessity of the district to improve the water treatment system, the transfer of these assets must occur more rapidly than is currently planned as the district wishes to improve the system while under the district's ownership. Therefore, the Memorandum of Agreement must be modified and approved by Oxbow Mining and the district. A copy of the Memorandum of Agreement is located in Appendix D.

2.2 100-YEAR FLOODPLAIN AND WETLANDS

According to the Federal Emergency Management Agency's Flood Insurance, none of the district's water mains or customers are in the 100-year floodplain. The floodplain for the adjacent North Fork of the Gunnison River is located directly to the south of the district's service area. Additionally, the water treatment system and storage tanks are located outside of the 100-year floodplain. A FEMA FIRM map for the area is located in Appendix E.

No wetlands are located in the project area. A map from the National Wetlands Inventory is attached as evidence of this finding in Appendix E.

2.3 TOPOGRAPHY AND SOILS

The Community of Somerset lies within the physiographic region of the Southern Rocky Mountains. The average elevation of the community's service area is approximately 6,100 feet above mean sea level. The USGS Topographic Map of the area is attached in Appendix E.

Soils information is available for the Community of Somerset as compiled by the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS). The primary soil types in the district's service area are Beenom-Absarokee association, Torriorthents-Haplargids complex, and Torriorthents-Rock outcrop, sandstone. The NRCS soils map is located in Appendix E.

2.4 WATER RESOURCES

The district's service area is bordered on the south by the North Fork of the Gunnison River. Elk Creek runs from north to south into the Gunnison and bisects the district's service area. There are four clustered individual sewage disposal systems (ISDS), one of which is maintained by Gunnison County. The remainder of the district's customer base is on individual septic systems.

2.5 PRECIPITATION AND TEMPERATURE

Data pertaining to the local environment has been obtained from the Western Regional Climate Center for nearby Paonia, as a weather station is not available in Somerset. Paonia is located approximately 10 miles to the southwest of Somerset. The climate of the area consists of warm summers and cold winters. The average maximum summer (June, July, and August) temperature is approximately 86.4°F and the average minimum winter (December, January, and February) temperature is 16.8°F. The average total yearly precipitation is 15.39 inches, and the average total yearly snowfall is 47.1 inches.

2.6 208 PLAN COORDINATION

The local 208 Agency for the Gunnison County area is the Region 10 League for Economic Assistance and Planning. No master plan appeared to be readily available, however there are no opportunities for consolidation into a regionwide water distribution system due to the remote location of the district.

2.7 GROWTH AREAS AND POPULATION TRENDS

The Community of Somerset is not a census designated area. However, population estimates can be made based on the number of single-family homes in the service area. There are 73 single-family dwellings in the service area. Therefore, the estimated population is 182 residents, assuming a commonly accepted design value of 2.5 persons per unit.

Due to the closure of the adjacent coal mine, there is relatively little drive for new development in the service area. Also, topographical constraints and the Gunnison River boarding the service area allow little in the way of buildable land for growth or development. Therefore, no growth is expected in the Somerset area.

2.7.1 Historic Population Trends

Due to the fact that Somerset is not a census designated area, data on historic population is not available through the United States Census Bureau or the Colorado State Demographers Office. Therefore, the historic population trends of the Somerset area cannot be analyzed. According to the district's board, a new home has not been built in several decades, showing little to no historic population growth.

2.7.2 Existing Population

The estimated 2017 Somerset Domestic Waterworks District population is 182, based on 73 single family dwellings and assuming a commonly accepted design value of 2.5 persons per unit.

2.7.3 20-Year Population Forecast

As previously discussed, there is no growth expected in the service area. The proposed project remedies only the existing water treatment and distribution system. There is no plan for serving new development or additional population. Therefore, the 20-year population is assumed to be equal to the existing population of 182 residents.

2.8 EXISTING WATER DEMAND

2.8.1 Drinking Water Demand and Metered Water Use

Water meters were installed in the early 1990's with some meters being inside homes and others in meter pits outside of the homes. The district records water use data that can be used to generate a per capita water demand. It is important to note that water meter readings have been sporadic prior to 2015 and some meters show errors such as large negative flows or no flow. The project proposes the replacement of all existing meters to ensure accuracy of future readings. Table 1 presents metered water data from 2013 – 2017.

Table 1 – Water Demand

2013		2014		2015		2016		2017	
Month	Total Use (gal)	Month	Total Use (gal)	Month	Total Use (gal)	Month	Total Use (gal)	Month	Total Use (gal)
January	115,242	January	181,220	January	132,960	January	89,969	January	118,245
February	271,186	February	112,510	February	80,105	February	92,955	February	115,525
March	99,664	March	97,200	March	90,604	March	114,360	March	159,519
April	180,371	April	119,215	April	125,336	April	120,375	April	171,595
May	377,710	May	148,278	May	104,350	May	153,390	May	206,642
June	209,070	June	228,327	June	189,620	June	283,332	June	276,676
July	1,191,479	July	1,256,556	July	324,530	July	295,767	July	506,526
August	-	August	224,803	August	416,840	August	257,749	August	-
September	-	September	169,377	September	315,825	September	169,182	September	-
October	-	October	-	October	137,250	October	119,135	October	-
November	-	November	-	November	86,415	November	127,575	November	-
December	-	December	-	December	116,251	December	102,455	December	-
2013 Average	349,246	2014 Average	281,943	2015 Average	176,674	2016 Average	160,520	2017 Average	222,104

Notes:
1. Meter readings adjusted to remove erroneous readings (large negative reads).
2. Dash indicates erroneous data or no data.

Based on drinking water demand summarized in Table 1, monthly averages, average day demand, and gallons per day per EDU (gallons per day per tap) can be calculated. Table 2 summarizes this data.

Table 2 – Calculated Monthly, Daily, and per EDU Water Use

Month	Total Use (gal)	Avg Day Use (gal/day)	GPD/EDU
January	127,527	4,114	54
February	134,456	4,802	63
March	112,269	3,622	48
April	143,378	4,779	63
May	198,074	6,389	84
June	237,405	7,914	104
July	714,972	23,064	303
August	299,797	9,671	127
September	218,128	7,271	96
October	128,193	4,135	54
November	106,995	3,567	47
December	109,353	3,528	46
2013 - 2017 Avg	**210,879**	**6,905**	**91**

Notes:
1. GPD/EDU assumes 76 EDUs.
2. Avg day use is average monthly use devided by days per month.

Table 3 summarizes the typical water system design criterion of maximum month and average month demand.

Table 3 – Max Month and Average Month Demand

Design Criteria	Total Use (gal)	Avg Day Use (gal/day)	GPD/EDU
Maximum Month	714,972	23,064	303
Average Month	210,879	6,905	91

2.8.2 Drinking Water Loss

The district is charged for the water delivered from the OMWTP. All water delivered to the district is metered prior to distribution to the district's customers. Reasonable estimates of water loss can therefore be generated by comparing water metered and sold to the district and the sum of the customer water meters. Note that the mine office is served prior to this meter and its water use is not included. Water use at the office is very limited, however, as the mine is inactive and only has a few employees. Data for water delivered to the district is available for 2015 through July 2017. This data is presented in Table 4.

Table 4 – Water Delivered to Somerset Domestic Waterworks District

2015		2016		2017	
Month	Total Delivered Water to Somerset (gal)	Month	Total Delivered Water to Somerset (gal)	Month	Total Delivered Water to Somerset (gal)
January	355,210	January	119,780	January	147,260
February	446,930	February	102,540	February	146,590
March	507,790	March	104,110	March	198,170
April	353,910	April	136,590	April	170,440
May	104,350	May	168,700	May	346,690
June	189,620	June	327,250	June	316,840
July	324,530	July	427,840	July	415,700
August	416,840	August	414,870	August	-
September	298,660	September	243,700	September	-
October	162,760	October	154,380	October	-
November	70,540	November	145,220	November	-
December	95,810	December	140,560	December	-
2015 Average	277,246	2016 Average	207,128	2017 Average	248,813

Table 5 presents the water loss calculations in the system based on metered water into the district (Table 4) and metered water usage throughout the district (Table 1). Note that data is only compared for 2015 through July 2017 as no master meter data into the district is available prior to 2015.

Table 5 – Water Loss

Month	Master Meter to District (gal)	Total District Water Use (gal)	Water Loss (gal)
Jan-15	355,210	132,960	222,250
Feb-15	446,930	80,105	366,825
Mar-15	507,790	90,604	417,186
Apr-15	353,910	125,336	228,574
May-15	104,350	104,350	0
Jun-15	189,620	189,620	0
Jul-15	324,530	324,530	0
Aug-15	416,840	416,840	0
Sep-15	298,660	315,825	-17,165
Oct-15	162,760	137,250	25,510
Nov-15	70,540	86,415	-15,875
Dec-15	95,810	116,251	-20,441
Jan-16	119,780	89,969	29,811
Feb-16	102,540	92,955	9,585
Mar-16	104,110	114,360	-10,250
Apr-16	136,590	120,375	16,215
May-16	168,700	153,390	15,310
Jun-16	327,250	283,332	43,918
Jul-16	427,840	295,767	132,073
Aug-16	414,870	257,749	157,121
Sep-16	243,700	169,182	74,518
Oct-16	154,380	119,135	35,245
Nov-16	145,220	127,575	17,645
Dec-16	140,560	102,455	38,105
Jan-17	147,260	118,245	29,015
Feb-17	146,590	115,525	31,065
Mar-17	198,170	159,519	38,651
Apr-17	170,440	171,595	-1,155
May-17	346,690	206,642	140,048
Jun-17	316,840	276,676	40,164
Jul-17	415,700	506,526	-90,826
Average	**243,683**	**180,679**	**63,004**

As shown, calculated water loss is very inconsistent over the time period of available data. However, significant water loss is apparent. This is likely due to inaccurate water usage meter readings throughout the district. This project proposes the complete replacement of all existing water meters to ensure accuracy of readings and water loss calculations in the future.

2.9 WATER DEMAND FORECAST

Actual (in home, not including water loss) per-capita water demand is not expected to change as a result of this project. By replacing the water distribution system and eliminating water loss, the existing per capita water use will be reduced. The conservative water demand forecast for each EDU is 91 gpd on average and a maximum of 303 gpd per EDU.

2.10 RAW WATER QUALITY

Raw water data (Standard A + TOC) is located in Appendix F. The district's raw water, treated by the existing sand filters, produce high quality water with the exception of the TTHM violations.

3 DESCRIPTION OF EXISTING FACILITIES

3.1 SERVICE AREA FEATURES

The Somerset Domestic Waterworks District (district) is located in west-central Colorado in unincorporated Gunnison County and lies along State Highway 133 between Delta and Carbondale. The area has seen heavy coal mining activity both in continuing operation and in the process of reclamation. The Oxbow Mine, which is currently three years into a ten-year reclamation process, lies directly to the north of the district. The district's service area is contained within Sections 08 and 17, Township 13 South, Range 90 West of the Sixth PM. Figure 1 shows a general vicinity map of the area. A map of the service area is shown in Figure 2.

3.2 EQUIVALENT DWELLING UNITS

Equivalent dwelling units (EDUs) in a service area can be estimated based on water tap sizes. The district's service area contains approximately 76 water taps, all ¾-inch. A ¾-inch diameter tap, or a tap for a normal residence or small business, is considered one (1) EDU. The EDU for larger meter sizes are calculated based on the tap area compared to that of the ¾-inch tap area. For example, a 1-inch tap is considered 1.78 EDU. Based on this calculation there are approximately 76 EDUs in district's service area.

3.3 AREA PUBLIC WATER SYSTEMS

There are no nearby public water systems.

3.4 EXISTING WATER INFRASTRUCTURE

3.4.1 Raw Water

According to the municipal water rights documentation, the domestic water supply is provided by Municipal Priority No. J-91 appropriating an amount not to exceed 0.90 cfs of water from the North Fork of the Gunnison River for municipal domestic demands and mining purposes. The raw water is of high quality but contains TTHM precursors. These precursors have historically reacted with the chlorine injected into the system to form higher than allowable TTHMs in the distribution system.

In order to determine the actual TTHM precursor, Element Engineering ordered a bench scale test to determine precursors (such as total organic carbon, bromide, etc.) that were causing or exacerbating the district's TTHM issue. Based on initial data from the bench scale testing, very high levels of bromide in the raw water were found to be the issue. Bromide is found in raw water sources where industrial activity such as mining have taken place and is a principal precursor to the formation of halogenated disinfection byproducts (DBPs) or TTHMs. The bench test is shown in Figure 3.

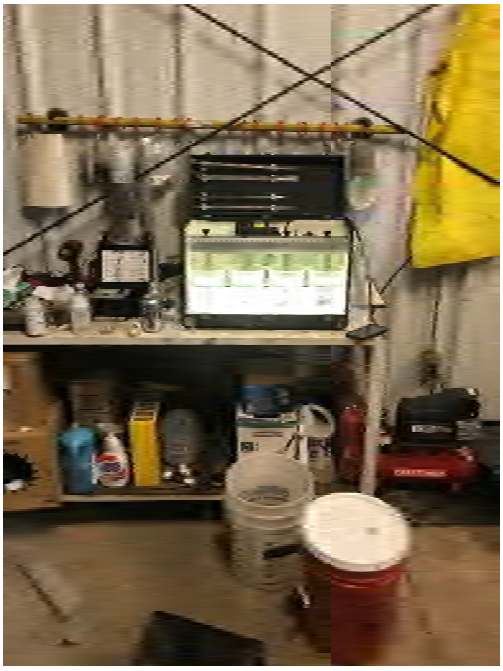


Figure 3 – Bench Scale Test

This bench test found that a magnetic ion exchange resin (MIEX) could be used to effectively remove significant quantities of bromide from the raw water. A report summarizing the bench scale testing is located in Appendix G.

The water rights allocated for the municipal domestic use are required to be turned over to the Somerset Domestic Waterworks District in the previously described agreement between Oxbow Mine and Gunnison County. The water rights are of adequate quantity to serve the district based on current and projected demands. Water rights information is located in Appendix B.

Raw water is pumped from the North Fork of the Gunnison River to an infiltration gallery directly adjacent to the raw water pumping building. The raw water pumps move water from the infiltration gallery to the raw water storage tank where it is stored prior to treatment. Photos of the raw water pipe in the Gunnison River and the infiltration gallery are shown in Figure 4 and Figure 5, respectively.



Figure 4 – Raw Water Pipe



Figure 5 – Infiltration Gallery

3.4.2 Water Treatment, Storage, and Pumping

The existing water treatment plant consists of a raw water storage tank, a two-train filtration system, a chlorine disinfection system, and a finished water storage tank. Raw water is pumped from the infiltration gallery on the North Fork of the Gunnison River to the 200,000-gallon raw water storage tank. Water is then pumped through the filtration system, the disinfection system, and into the 140,000-gallon finished water storage tank. A schematic showing the general location of the water treatment plant, storage tanks, and water mains related to the treatment system are shown in Appendix C. A photo of the treatment site, including the raw and finished water storage tanks taken from the Oxbow Mine offices is shown in Figure 6.



Figure 6 – Oxbow Mine Offices

The filtration system consists of a two-train skid-mounted Culligan MT-60 treatment system. Each treatment skid contains a pressure sand filter and clarifier. Backwash from the filtration system is disposed of in an evaporation pond. A photo of one of the treatment skids is shown in Figure 7.



Figure 7 – Filtration Treatment Skid

The system contains two (2) 7.5 HP, 3450 RPM raw water pumps. At the time of the site inspection, one pump had been removed for maintenance. The system also contains two (2) 20 HP, 3500 RPM backwash pumps. A photo of the raw water feed pump system is shown in Figure 8.



Figure 8 – Raw Water Feed Pump

Sodium hypochlorite feed is provided by a Stenner model number 45MHP2 chemical feed pump (120V, 1.74A, 3 max gpd, 100 psi). Each treatment train contains an identical feed pump drawing from the same 55-gallon sodium hypochlorite chemical storage drum. The hypochlorite drum sits on a two-drum chemical spill containment palate per CDPHE requirements. A photo of the sodium hypochlorite feed system is shown in Figure 9.



Figure 9 – Sodium Hypochlorite Feed System

Coagulant (Nalco Ultrion 8157 is fed prior to filtration) by a Stenner model number 45MHP22 chemical feed pump (100 psi, 1.7 A, 22 GPD, 100 psi). Mixing for the coagulant is provided by serpentine contactor piping anchored to the interior building wall. Effluent turbidity is monitored by a Hach PS1201 turbidimeter on each treatment skid. Chlorine residual is monitored by a Hach CL17 chlorine monitor.

The skids, pumps, and chemical feed systems are housed in a pre-engineered metal building. A photo of the building is shown in Figure 10.



Figure 10 – Treatment Building

Water is fed to the Somerset Domestic Waterworks District from the finished water storage tank through a gravity fed main. A pressure reducing valve (PRV) and flow meter located in a vault adjacent to the access road reduce pressure to acceptable levels and meter total flows to the district. Oxbow Mine charges the district for water produced and distributed to the district and the district distributes its own bills to its customers directly. Note that Oxbow charges significantly less for water than it costs to operate the facility as a community service.

The treatment system is normally operated in semi-automatic mode. This means that the operator must be present to start the treatment process, but the system will shut itself down when sufficient water has been produced. The system is capable of producing approximately 80 gpm. The current operator produces water approximately one to two days per week, filling the treated water storage tank for use by the district's customers. The treatment system is completely inactive during the remaining days. All treatment and storage facilities and equipment are in good condition and are well maintained by the system's operator.

3.4.3 Water Distribution System

Treated water is distributed to customers through the district's distribution system that includes 1 ½", 2", 3", and 4" diameter pipes of various materials. According the district's maps, there are approximately 6,900 linear feet of distribution system piping with numerous dead ends. Most of the piping was installed in the early 1900's and is showing signs of significant deterioration through routine main breaks.

Also, the system has numerous dead ends that deteriorate water quality and negatively impact water age. The district serves 73 single-family residential customers and 3 commercial/government customers (post office, community center, and mine office). According to district records, water meters were installed on all services in the early 1990s. Maps of the existing water distribution system are shown in Appendix C.

The district was issued an Enforcement Order (EO) on April 17th, 2017 for violations pertaining to trihalomethanes (TTHMs) in the distribution system. TTHMs are a disinfection byproduct formed when chlorine reacts with organic materials in the raw water. Typically, TTHM formation is compounded by water age in the system. Also, raw water precursors, such as high organic carbon levels, would increase TTHM formation. The Oxbow Mine water treatment plant operator has made numerous changes to minimize TTHM formation including reducing system storage and chlorine feed. While these changes have helped reduce TTHM concentrations, they have not brought the system back into compliance. Modification to the water treatment plant currently owned by Oxbow Mine are necessary to bring the system into compliance.

3.5 FINANCIAL STATUS AND USERS

The Somerset Domestic Waterworks District budget is attached in Appendix H and is referenced in this section. As the district is not a census designated area, there is no specific calculation of median household income for the service area. However, the median household income for unincorporated Gunnison County is $48,071.00. However, the community has communicated that the MHI for the county is not representative of the community's MHI, as it is inflated due to a small number of wealthy areas in the county, such as Crested Butte..

3.5.1 Water Fund Debt

The district is currently paying on a DOLA Energy and Mineral Impact Assistance Loan of $100,000.00 for the finished water storage tank. The loan has a 5% interest rate and a 20-year term with the first payment due on September 1, 2004. The district has six remaining payments. A fully executed copy of this loan agreement is attached in Appendix A.

3.5.2 Water Fund Expenses

Water fund expenses taken from the Somerset Domestic Waterworks District 2016 budget actuals are shown in Table 6. A copy of the budget is shown in Appendix H. Note that this shows the expenses for purchasing water from Oxbow Mine.

Table 6 – 2016 Personnel & Operating Expenses (District)

Personnel / Operating Expenses	2016 Expenses
Bank Service Charges	$ 25.00
Directors Fees	$ 200.00
Education	$ 448.77
Elections	$ 86.50
Employee Compensation	$ 3,540.02
Insurance Expense	$ 3,729.00
Membership and Dues	$ 369.90
Office Expense	$ 1,792.86
Operation and Maintenance	$ 1,340.69
Professional Fees	$ 510.00
Purchased Water	$ 5,106.79
Repairs and Maintenance	$ 431.37
Subscriptions	$ 65.00
Utilities Expense	$ 3,190.02
Water Monitoring	$ 4,535.35
Storage Tank Loan Payment	$ 8,024.26
Total	**$ 33,395.53**

It is also important to document the operation and maintenance costs spent by Oxbow Mine to operate the raw water pumping system and water treatment plant. Should the district assume ownership of these assets, the associated costs must be supported by the district. Note that the district currently purchases water from Oxbow Mine. Should the district assume ownership of the raw water, water treatment plant, and raw water storage tank, the water purchase line item would be eliminated from the district's budget.

Table 7 shows the expenses of running the raw water system and water treatment system as reported by Oxbow Mining.

Table 7 – WTP Operating Expenses (Oxbow Mine)

Personnel / Operating Expenses	Estimated Expenses
Chemicals ($280/month)	$ 3,360.00
Raw Water Pump Station Elec. ($600/month)	$ 7,200.00
Water Plant Elec. ($600/month)	$ 7,200.00
Tank Cleaning ($6000 every 5 years)	$ 1,200.00
Contract Operator ($800/month)	$ 9,600.00
Total	**$ 28,560.00**

3.5.3 Water Fund Revenue

The 2016 budgeted actual water revenues are shown in Table 8.

Table 8 – 2016 Budgeted Revenue (District)

SDWD Income	2016 Income	
Interest - Bank Accounts	$	100.22
Misc. Income	$	2,563.92
Rent Income	$	1,000.00
Late Fees	$	694.60
Total Water Delivered	$	30,807.44
Total	**$**	**35,166.18**

The district charges a flat monthly fee of $33.79 for all customers.

3.5.4 Water Volumes and Types of Users

There are no large volume water users in the district. As previously noted, the water system serves only the existing 73 single family homes, post office, community center, and mine offices. Table 5 summarizes treated water metered at the master OWTP metering station and represents a summation of all water sold to the district. Note that the mine office is served prior to this meter and its water use is not included. Water use at the office is very limited, however, as the mine is inactive and only has a few employees.

4 PROJECT NEED AND PURPOSE

4.1 COMPLIANCE

The district was issued an Enforcement Order (EO) on April 17th, 2017 for violations pertaining to trihalomethanes (TTHMs) in the distribution system. TTHMs are a disinfection byproduct formed when chlorine reacts with organic materials in the raw water. Typically, TTHM formation is compounded by water age in the system caused by numerous dead end lines. A bench scale test found extremely high levels of bromide in the raw water supply, which is a DBP precursor. A strategy to remedy the TTHM issue and effectively close out the CDPHE EO will be explored in this PER.

Also, while not an immediate compliance issue, the district's distribution system is aging and consists of inadequate pipe sizes of various materials. The district has reported numerous issues pertaining to the distribution system including leaks and breaks. Needed improvements to the distribution system will be explored in this report.

4.2 SECURITY

There are no security concerns related to the existing water supply system, water treatment system, storage tank, or distribution system. The raw water pump building and treatment building contain locks to prevent unauthorized entry. There are no records of vandalism, break-ins, or theft associated with the system.

4.3 OPERATIONS AND MAINTENANCE (O&M)

The district employs a contract Operator in Responsible Charge (ORC) to operate and maintain the water treatment plant and distribution system. The mine is currently responsible for the chemical, electrical, and spare parts/repairs associated with the water treatment plant. This PER, however, will consider that these costs will be assumed by the district, as the district is to assume responsibility and ownership of the OMWTP.

5 ASSESSMENT OF ALTERNATIVES

This section evaluates possible alternatives to reduce TTHMs in the distribution system, as well as a strategy for replacing aging and inadequately sized distribution system mains.

Aside from making operational changes to the treatment, storage, and distribution system to slow the formation of DBPs, there are several available technologies for reducing the formation of DBPs or removing DBP precursors to prevent their formation. According to the Environmental Protection Agency's (EPA) Complying with the Stage 2 Disinfectant and Disinfection Byproducts Rule: Small Entity Compliance Guide (February, 2007) there are several Best Available Technologies (BAT) for reducing DBP formation. Also, newer technologies such as MIEX are available. Therefore, several options for treatment are apparent:

1. Reduce chlorine concentrations (and therefore DBP formation) by using chloramines as a secondary disinfectant to maintain a chlorine residual in the distribution system instead of free chlorine.

2. Use ultraviolet (UV) light for primary disinfection and feed sodium hypochlorite as a secondary disinfectant for chlorine residual thereby significantly reducing chlorine feed and thereby DBP formation. Note: a 0.2 mg/L residual is required to be present in the distribution system per CDPHE regulations.

3. Remove bromide in raw water through adsorption resins such as Granular Activated Carbon (GAC) or MIEX and continue to feed sodium hypochlorite at the current rate.

Other treatment options are also available such as membrane treatment including reverse osmosis (RO) and nanofiltration, but these methods are costly to procure, install, and operate in comparison to adsorption alternatives recommended as BAT by the EPA and will not be analyzed as viable alternatives.

Each alternative is evaluated based on its design criteria, environmental impacts, land requirements, construction problems, operational aspects, and its overall cost. The following alternatives were evaluated:

Alternative 1 – No Action (Operational Changes Only)

Alternative 2 – Connect to a Nearby Entity (Consolidation)

Alternative 3 – Secondary Disinfection: Chloramine & Replace Distribution System

Alternative 4 – Primary Disinfection: UV Light & Replace Distribution System

Alternative 5 – Adsorption Pretreatment System & Replace Distribution System

All alternatives analyzed include the replacement of the failing and undersized distribution system. No action and consolidation are investigated as required, but have been found to be not viable.

5.1 ALTERNATIVE 1 – NO ACTION

Alternative 1, "No Action," will not be evaluated because the district must remedy the TTHM issue to return to state and federal compliance. Bench scale testing has shown that high levels of bromide are present in the raw water, which makes operational changes to reduce TTHM formation fruitless. Furthermore, the distribution system is deteriorating and contains inadequately sized mains and is in need of replacement. Therefore, this alternative is not deemed to be practicable and will not be discussed further in this report.

5.2 ALTERNATIVE 2 – CONNECT TO A NEARBY ENTITY (CONSOLIDATION)

There are no nearby public water systems within five miles. Furthermore, consolidation would not solve the issue of the deteriorating and inadequately sized distribution system with numerous dead end mains. Therefore, this alternative is not deemed to be practicable and will not be discussed further in this report.

5.3 ALTERNATIVE 3 – SECONDARY DISINFECTION: CHLORAMINE & REPLACE DISTRIBUTION SYSTEM

Although chlorine (either gaseous, granular, or liquid) is the most common disinfectant throughout the United States, chloramine is also used as a disinfectant. Chloramine is a combination of chlorine and ammonia that is considered a weaker disinfectant than chlorine and is not normally used as a primary disinfectant because of a relatively long required contact time.

Due to the fact that chloramines are require a much longer contact time than chlorine, this alternative considers using chlorine (sodium hypochlorite) as a primary disinfectant and chloramine to maintain the system residual. According to EPA research, water treated by chloramine contains fewer regulated DBPs than water treated by chlorine. In this alternative, sodium hypochlorite would be fed as it currently is to kill viruses and bacteria but at a lower rate, and chloramine would be fed in at a sufficient rate to provide a chlorine residual.

It is important to note that EPA research has also documented that water treated with chloramine may contain less regulated DBPs, but is more likely to contain both different and higher concentrations of unregulated disinfection byproducts. Examples of unregulated disinfection byproducts include nitrosamines, iodo-trihalomethanes, and iodo-acids (per EPA Water Systems, Disinfection Byproducts, and the Use of Monochloramine, located in Appendix I).

Furthermore, chloramine contains ammonia, which is technically a waste product and can degrade water quality. Feeding chloramine would likely be a controversial issue in Somerset as community members are averse to feeding more chemicals into the drinking water.

In addition, adding of ammonia to the drinking water stream will adversely affect any wastewater treatment process that is implemented. Due to the operation, maintenance, and community sensitivity to feeding additional chemicals into the drinking water stream, and the fact that more unregulated disinfection byproducts would likely be produced, chloramine as a secondary disinfectant is not considered a viable long-term alternative. Therefore, this alternative is not deemed to be practicable and will not be discussed further in this report.

5.4 ALTERNATIVE 4 – PRIMARY DISINFECTION: UV & REPLACE DISTRIBUTION SYSTEM

Ultraviolet disinfection is commonly used for wastewater disinfection in the United States, but can also be

used as a primary disinfection method for water treatment. The downside of UV disinfection for water treatment is that there is no "proof" (free chlorine residual) of complete virus and bacteria kills as there is with the use of chlorine. However, if paired with sodium hypochlorite as a secondary disinfectant, used only to maintain the required 0.2 mg/L chlorine residual, the use of UV disinfection can significantly decrease the amount of chlorine feed and therefore DBP formation.

Currently, there are two widely used UV certification systems: NSF55A and UVDGM. There is an important distinction between NSF55A and UVDGM certification. The UVDGM requires that UV equipment be validated for the intended operation conditions by the manufacturer and routinely in the field. The validation requirements of the UVDGM are rigorous, and therefore, operator intensive and costly. Manufacturers of UV equipment do not typically go to the expense of validation for low-cost equipment (equipment affordable to a small community). As a practical result, there are few, if any, UV options for small systems that have been validated in accordance with UVDGM.

According to the CDPHE Basis for Acceptance of NSF/ANSI Standard 55 Class "A" Ultraviolet Disinfection Equipment for Use in Small Public Water Systems in Colorado (Basis for Acceptance, see Appendix J):

"There are numerous small PWS's in Colorado that often lack the resources and level of sophistication that larger PWS's have available. For the purpose of this paper, a "small" PWS is defined as having an individual treatment plant capacity of less than 100 gallons per minute (gpm). These systems typically do not have full-time on-site water treatment operators. These systems typically have a fixed flow rate treatment capacity best described in gallons-per-minute (gpm) rather than million-gallons-per-day (MGD). The water source(s) for the small PWS are typically fixed flow rate wells, springs, or infiltration galleries, often classified as GWUDI. These small PWS's can benefit from the use of the low cost, widely available NSF Standard 55 Class A UV (NSF55A) equipment. The State of Colorado finds that under certain limited circumstances, NSF55A equipment can provide treatment efficacy equivalent to that required by the US EPA's 2006 Ultraviolet Disinfection Guidance Manual (UVDGM)."

If UVDGM equipment is not available, this leaves only NSF55A rated equipment. According to the CDPHE Basis of Acceptance, no virus or Cryptosporidium inactivation credits are awarded to NSF55A approved UV systems. Also, only 0.5 log inactivation of giardia is awarded in combination with monitoring requirements. Therefore, significant chlorine feed will still be required to obtain 4 log inactivation of viruses, Cryptosporidium, giardia, and chlorine residual. In fact, the addition of NSF55A UV equipment would only slightly reduce the amount of chlorine necessary for disinfection of the referenced pathogens. Therefore, this PER will assume the use of UVDGM certified equipment for UV disinfection.

The proposed UV system should be pilot tested at the facility before final installation to ensure adequate treatment can be achieved while significantly reducing TTHMs in the distribution system. The cost of this pilot testing is included in the cost estimates presented.

As noted, this alternative also explores the replacement of the distribution system with correctly sized piping and associated valves, fire hydrants, and other appurtenances.

5.4.1 Alternative 4 - Project Description

This alternative includes the installation of a UVDGM certified UV disinfection device installed downstream of the filtration system prior to sodium hypochlorite feed for disinfection. In-line UV disinfection systems certified by UVDGM are available from companies such as Trojan and Wedico.

These typically consist of flanged inlet and outlet connections that are easily integrated into the existing water treatment facility piping (in an existing building). The installation will be relatively easy, consisting of cutting and removing ductile iron process piping and installation of the flanged UV system. Installation of the UV system will allow for significantly decreased chlorine (sodium hypochlorite) feed and thereby reduce the formation of DBPs.

In addition, this alternative includes the replacement of the distribution system. This will require the installation of correctly sized water mains in very tight roadway and alley corridors. As such, this alternative assumes complete replacement of the existing road base or asphalt. Also, fire hydrants, valves, meters, and meter pits are included.

5.4.2 Alternative 4 - Design Criteria

The UV disinfection system must be designed to CDPHE Design Criteria for Potable Water Systems, Section 4.4.9 Ultra Violet (UV) Light for Disinfection. Additionally, the October 11, 2011 CDPHE UV acceptance letter must be followed (see Appendix J).

There are no local water system design criteria that are mandated. Therefore, the water system will be designed according to standard and accepted best engineering practices. This includes required spacing for fire hydrants, number of valves and spacing of valves, location of meter pits, and pipe bury depth. Also, flushing hydrants will be installed at dead-ends to allow flushing to limit water age in the distribution system.

5.4.3 Alternative 4 - Environmental Impacts

There are no environmental impacts associated with the installation of the UV equipment. All equipment will be installed inside of the existing water treatment plant building.

The installation of the new water distribution system will include digging up previously disturbed soils, removing, and replacing the existing water distribution system. Due to the very small width of the roads and alleys in the Somerset community, there are no additional utility corridors available to place new pipe and abandon the old. Therefore, temporary water service will be provided while the contractor removes and replaces the existing system. Flushing hydrants will be placed on dead end mains.

No construction will take place within the 100-year floodplain or wetlands. Also, an environmental report (ER) has been prepared as a sister document to this PER.

5.4.4 Alternative 4 - Land Requirements

No additional land will be required for the installation of the UV disinfection system as it will be installed within the existing treatment building.

Minor easement acquisition may be necessary for the distribution system. Easement costs will be negotiated with land owners. The project cost estimates include assumed costs for easement acquisition.

5.4.5 Alternative 4 – Construction Problems

No major construction problems are expected during the installation of the UV system. As the facility only operates one to two times per week it is possible to complete the installation while the facility is offline, eliminating any treatment facility downtime.

Construction problems associated with the water distribution system are common to those in small communities throughout the Rocky Mountains. These include digging through rocky soils and small restricted utility corridors. In addition, it is assumed that the contractor will install and maintain a temporary water distribution system in order to maintain service to all customers during construction.

5.4.6 Alternative 4 – Operational Aspects

Operation and maintenance aspects of the proposed UV system include replacement of lamps and sleeves as necessary. These are not considered onerous duties and will not require an additional operator or a significant increase in the contract cost of the current operator.

As the distribution system will be sized to modern standards (6-inch and 8-inch diameter mains) a flushing program must be created and maintained in order to prevent additional DPB formation and an overall reduction of water quality.

5.4.7 Alternative 4 - Cost Estimate

Detailed construction costs, non-construction costs, changes to district operations & maintenance costs, and salvage values for Alternative 4 are attached in Appendix K. The cost estimates shown assume a 0.5% interest rate as shown in Appendix C of OMB Circular A-94. A copy of this document is attached in Appendix L. A summary of the costs is presented in Table 9.

Table 9 – Alternative 4 Cost Summary

Cost Variable	Cost
Construction Cost	$ 3,271,861.32
Non-Construction Cost	$ 813,110.17
Contingency	$ 654,372.26
Total Project Cost	$ 4,739,343.75
20-Year Present Worth Change in Yearly O&M	$ 889,614.13
Present Worth of Salvage Value	$ (860,941.09)
20-Year Present Worth of Project Costs	**$ 4,768,016.80**

5.4.8 Alternative 4 -Advantages/Disadvantages

The advantages for this alternative include the following:

- UV system allows for much less chlorine feed, therefore reducing DBP formation.
- Less funds are spent on chemicals.
- Correctly sized distribution system is installed with ancillary hydrants, valves, and meters.

The disadvantages of this alternative include the following:

- Actual effect on DBP formation from the reduction of chlorine feed is unknown. DBPs still may be above the MCL.
- Additional equipment to operate and maintain.
- Replacement of the distribution system is costly and inconvenient to the community.

5.5 ALTERNATIVE 5 – ADSORPTION PRE-TREATMENT SYSTEM & REPLACE DISTRIBUTION SYSTEM

This alternative explores the installation of a pretreatment system containing magnetic ion exchange resin inside of the existing water treatment plant. This system would remove the bromide from the raw water prior to filtration and disinfection and would significantly reduce the DBP formation in the treated water.

As noted, this alternative also explores the replacement of the distribution system with correctly sized piping and associated valves, fire hydrants, and other appurtenances.

5.5.1 Alternative 5 - Project Description

A fiberglass pre-treatment unit containing a MIEX resin will be installed in the existing treatment building. The resin contactor is too tall for the existing roof so a small portion (10-ft x 10-ft) would need to be raised and re-roofed in order to provide sufficient access for the operator. The adsorption system will require periodic recharge. Reject water from the recycle stream will be directed to the existing backwash storage pond for evaporative disposal.

In addition, this alternative includes the replacement of the distribution system. This will require the installation of correctly sized water mains in very tight roadway and alley corridors. As such, this alternative assumes complete replacement of the existing road base or asphalt. Also, fire hydrants, valves, meters, and meter pits are included.

5.5.2 Alternative 5 - Design Criteria

The design criteria for this alternative will follow the CDPHE Design Criteria for Potable Water Systems. The MIEX system was bench scale tested at the water treatment plant on July 18, 2017. The results of this bench scale test are attached in Appendix G. It is also highly recommended to complete a full-scale pilot test of the MIEX system prior to design to ensure the media indeed works and does not have higher affinities for other constituents in the source water.

There are no local water system design criteria that are mandated. Therefore, the water system will be designed according to standard and accepted best engineering practices. This includes required spacing for fire hydrants, number of valves and spacing of valves, location of meter pits, and pipe bury depth. Also, flushing hydrants will be installed at dead-ends to allow flushing to limit water age in the distribution system.

5.5.3 Alternative 5 - Environmental Impacts

There are no environmental impacts associated with the adsorption system. The system will be placed in the existing water treatment plant building.

The installation of the new water distribution system will include digging up previously disturbed soils, removing, and replacing the existing water distribution system. Due to the very small width of the roads and alleys in the Somerset community, there are no additional utility corridors available to place new pipe and abandon the old. Therefore, temporary water service will be provided while the contractor removes and replaces the existing system. Flushing hydrants will be placed on dead end mains.

No construction will take place within the 100-year floodplain or wetlands. Also, an environmental report (ER) has been prepared as a companion document to this PER.

5.5.4 Alternative 5 - Land Requirements

No additional land will be required for the installation of the adsorption system as it will be installed within the existing treatment building.

Minor easement acquisition may be necessary for the distribution system. Easement costs will be negotiated with land owners. The project cost estimates include assumed costs for easement acquisition.

5.5.5 Alternative 5– Construction Problems

No major construction problems are expected during the installation of the adsorption system. As the facility only operates one to two times per week it is possible to complete the installation while the facility is offline, eliminating any treatment facility downtime.

Construction problems associated with the water distribution system are common to those in small communities throughout the Rocky Mountains. These include digging through rocky soils and small restricted utility corridors. In addition, it is assumed that the contractor will install and maintain a temporary water distribution system in order to maintain service to all customers during construction.

5.5.6 Alternative 5 – Operational Aspects

Operation and maintenance aspects of the proposed adsorption system include periodic addition of resin and maintenance of the skid mounted system. These are not considered onerous duties and will not require an additional operator or a significant increase in the contract cost of the current operator.

As the distribution system will be sized to modern standards (6-inch and 8-inch diameter mains) a flushing program must be created and maintained in order to prevent additional DPB formation and an overall reduction of water quality.

5.5.7 Alternative 5 - Cost Estimate

Detailed construction costs, non-construction costs, changes to district operations & maintenance costs, and salvage values for Alternative 5 are attached in Appendix K. The cost estimates shown assume a 0.5% interest rate as shown in Appendix C of OMB Circular A-94. A copy of this document is attached in Appendix L. A summary of the costs is presented in Table 10.

Table 10 – Alternative 5 Cost Summary

Cost Variable	Cost
Construction Cost	$ 3,525,448.83
Non-Construction Cost	$ 825,508.03
Contingency	$ 705,089.77
Total Project Cost	$ 5,056,046.63
20-Year Present Worth Change in Yearly O&M	$ 727,461.57
Present Worth of Salvage Value	$ (860,941.09)
20-Year Present Worth of Project Costs	**$ 4,922,567.11**

5.5.8 Alternative 5 -Advantages/Disadvantages

The advantages for this alternative include the following:

- DBP precursors are eliminated.
- Relatively easy installation and modification of existing treatment process.
- Correctly sized distribution system is installed with ancillary hydrants, valves, and meters.

The disadvantages of this alternative include the following:

- Resin must be periodically replaced to account for resin loss.
- Current levels of chlorine are still required to be fed (no reduction in chemical costs).
- Replacement of the distribution system is costly and inconvenient to the community.

6 SELECTION OF AN ALTERNATIVE

6.1 PRESENT WORTH (LIFE CYCLE) COST ANALYSIS

To estimate the present worth of the two viable alternatives, all costs incurred were put into terms of present value according to a 20-year life cycle. The Real Federal Discount Rate from "Appendix C of OMB Circular A-94" (attached in Appendix L of this report) was used to estimate the annual operation and maintenance values in terms of present worth. According to this document, the Real Discount Rate for a 20-year life cycle cost is 0.5%. Table 11 summarizes the 20-Year Present Worth of Project Costs for both viable alternatives. Detailed cost estimates are attached in Appendix K.

Table 11 – 20-Year Present Worth of Project Cost

Alternative	20-Year Present Worth of Project Cost
Alternative 4	$ 4,768,016.80
Alternative 5	$ 4,922,567.11

7 PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)

7.1 DESCRIPTION OF RECOMMENDED PROJECT

The recommended project is to install a UVDGM certified UV disinfection device installed downstream of the filtration system prior to sodium hypochlorite feed for disinfection. In-line UV disinfection systems certified by UVDGM are available from companies such as Trojan and Wedico. These typically consist of flanged inlet and outlet connections that are easily integrated into the existing water treatment facility piping (in an existing building). The installation will be relatively easy, consisting of cutting and removing ductile iron process piping and installation of the flanged UV system. Installation of the UV system will allow for significantly decreased chlorine (sodium hypochlorite) feed and thereby reduce the formation of DBPs.

7.2 ENVIRONMENTAL REVIEW OF SELECTED ALTERNATIVE

An Environmental Report (ER) has been prepared for all recommendations associated with this project. The ER will be submitted concurrent with this PER.

7.3 TOTAL PROJECT COST ESTIMATE

Table 12 illustrates the total project cost estimate for the recommended alternative.

Table 12 – Water System Recommended Project Cost

CONSTRUCTION		$ 3,271,861.32
CONTINGENCIES		$ 654,372.26
BASIC SERVICES		$ 356,160.00
PER/ER	$ -	
Design, Pilot Study Survey, Geotech, & Permitting	$ 292,560.00	
Environmental	$ 10,000.00	
Record Drawings	$ 2,000.00	
O&M Manual	$ 2,000.00	
Site Inspection; Punchlist	$ 2,000.00	
Construction Phase Basic Services	$ 47,600.00	
RESIDENT PROJECT REPRESENTATIVE SERVICES		$ 259,600.00
ADDITIONAL SERVICES		$ 5,000.00
OWNER EXPENSES (LEGAL AND BONDING, ETC)		$ 192,350.17
Audit and Legal Fees	$ 2,000.00	
Accounting Services	$ 2,000.00	
Design Interim Financing Interest[1]	$ 9,609.15	
Construction Interim Financing Interest[2]	$ 170,741.03	
Bond Council and Legal Fees	$ 6,000.00	
Administrative – Bid Advertise	$ 2,000.00	
TOTAL PROJECT COST:		**$4,739,344**

Notes:

1. $FV = PV (1+r)^n$ | PV = USDA Basic Services, r = 4% annually, n = 8 months, interest compounded monthly
2. $FV = PV (1+r)^n$ | PV = Construction + Contingency + RPR + Additional Services, r = 4% annually, n = 12 months, interest compounded monthly

7.4 SHORT LIVED ASSET RESERVE

Additional costs will need to be set aside annually to cover timely replacement costs of short lived assets for the entire water system. Short lived assets are equipment and/or material that will last less than 20 years. Table 13 shows the annual reserve requirements for the water system.

Table 13 – Water System Short Lived Asset Reserve

Item	Description	Quantity	Units	Replacement Costs	Recurring Replacement Cost	Service Life/Replacement Cycle (Years)	Annual Reserve Requirement
1	Water Meter	5	EA	$650	$3,250	5	$650
2	Booster Pump	1	EA	$2,500	$2,500	5	$500
3	Chemical Feed Pump	1	EA	$850	$850	5	$170
Annual Totals to be Reserved in Addition to Operations and Maintenance							**$1,320**

7.5 DEBT REPAYMENTS FOR LOANS

The total project cost broken into yearly and monthly costs are shown in Table 14. The required increase to rates necessary to support the project is shown in Table 15. This assumes no grant is provided.

Table 14 – Water System Total, Annual, and Monthly Project Breakdown (No Grant)

Total Project Cost	Total Loan	Yearly Loan Payment[1]	Additional Annual O&M	Short Lived Assets	Annual Reserve Requirement	Total Project Yearly Cost	Total Monthly Cost
$4,739,344	$4,739,344	$188,798	$46,853	$1,320	$18,880	$255,850	$21,321
[1]Assumes 2.5% interest rate loan at a term of 40 years.							

Table 15 – Water System Rate Increase (No Grant)

Total Taps	Total Monthly Cost	Additional Fee per Tap	Existing Fee	Proposed Fee
76	$21,321	$280.54	$33.79	$314.33
[1]Assumes 2.5% interest rate loan at a term of 40 years.				

Required increases to rates necessary to support the project assuming a $1,000,000 DOLA grant and a 50% USDA grant are shown in Table 16 and Table 17 respectively.

Table 16 – Water System Total, Annual, and Monthly Project Breakdown (Partial Grant)

Total Project Cost	DOLA Grant	USDA Grant (50%)	Total Loan	Yearly Loan Payment[1]	Additional Annual O & M	Short Lived Assets	Annual Reserve Requirement	Total Project Yearly Cost	Total Monthly Cost
$4,739,344	$1,000,000	$1,869,672	$1,869,672	$74,481	$46,853	$1,320	$7,448	$130,102	$10,841.80
[1]Assumes 2.5% interest rate loan at a term of 40 years.									

Table 17 – Water System Rate Increase (Partial Grant)

Total Taps	Total Monthly Cost	Additional Fee per Tap	Existing Fee	Proposed Fee
76	$10,842	$142.66	$33.79	$176.45
[1]Assumes 2.5% interest rate loan at a term of 40 years.				

Table 18 shows the 20-year cash flow for the water system project assuming no grant.

Table 18 –20-Year Cash Flow

Year	Population	Number of Taps	Additional Monthly Water Base Charge	Additional Annual Revenue	Yearly Project Cost	Revenue vs. Expenses	Fund Balance (Cash Basis)
2017	182	76	$ 280.54	$ -	$ -	$ -	$ -
2018	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2019	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2020	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2021	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2022	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2023	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2024	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2025	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2026	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2027	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2028	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2029	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2030	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2031	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2032	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2033	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2035	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2036	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
2037	182	76	$ 280.54	$ 255,850.18	$ 255,850.18	$ -	$ -
				$ 4,349,453.11	**$ 4,349,453.11**	**$ -**	

7.6 PROJECT IMPLEMENTATION

Table 19 details the estimated schedule to implement the recommended alternative.

Table 19 – Water System Implementation Schedule

Milestone	Completion Date
Public Hearing	To Be Determined
Preliminary Engineering and Environmental Reports to USDA	September 2017
Preliminary Engineering and Environmental Reports Approved	November 2017
Secure Bridge Financing for Design and Bidding	November 2017
Bidding and Construction Start	June 2018
Substantial Completion and Start-up	April 2019
Final Completion	June 2019

APPENDIX A
LOAN AGREEMENT

Contract Routing #	00288
Vendor #	3460007708
CFDA #	N/A

LOAN/GRANT CONTRACT
ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM

THIS CONTRACT, made by and between the State of Colorado for the use and benefit of the Department of Local Affairs, 1313 Sherman Street, Denver, Colorado 80203 hereinafter referred to as the State, and the Board of County Commissioners, County of Gunnison, 200 E. Virginia, Gunnison, Colorado 81230, hereinafter referred to as the Contractor.

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 152, Appropriation Code Number 127, Org. Unit FBA0 and FBC0, GBL 4540 and 7404, Contract Encumbrance Number F04SSL4503; and

WHEREAS, required approval, clearance and coordination have been accomplished from and with appropriate agencies; and

WHEREAS, the State desires to assist political subdivisions of the state and state agencies that are experiencing social and economic impacts resulting from the development, processing, or energy conversion of minerals or mineral fuels; and

WHEREAS, pursuant to 39-29-110, C.R.S., the Local Government Severance Tax Fund has been created, which fund is administered by the Department of Local Affairs, herein referred to as the "Department," through the Energy and Mineral Impact Assistance program; and

WHEREAS, pursuant to section 39-29-110(1)(b)(II), C.R.S., the Executive Director of the Department is authorized to make loans and grants from the Local Government Severance Tax Fund to political subdivisions for the planning, design, construction, erection, building, acquisition, alteration, modernization, reconstruction, improvement, or expansion of domestic wastewater treatment works or potable water treatment facilities; and

WHEREAS, the Contractor, a political subdivision or state agency eligible to receive Energy and Mineral Impact Assistance funding, has applied to the Department for assistance; and

WHEREAS, the Executive Director of the Department desires to distribute said funds pursuant to law; and

WHEREAS, the Executive Director wishes to provide assistance in the form of grant and loan from the Local Government Severance Tax Fund to the Contractor for the Project upon mutually agreeable terms and conditions as hereinafter set forth;

NOW THEREFORE, it is hereby agreed that:

1. **Scope of Services.** In consideration for the monies to be received from the State, the Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the State, all work elements as indicated in the "Scope of Services," set forth in the attached Exhibit A, herein referred to as the "Project." Costs incurred prior to the date of execution of this Contract by the State Controller or designee shall not be reimbursed by the State unless specifically allowed in the "Project Description, Objectives and Requirements" section of Exhibit A.

2. **Responsible Administrator.** The performance of the services required hereunder shall be under the direct supervision of John Devore an employee or agent of the Contractor, who is hereby designated as the responsible administrator of the Project. At any time the Contractor wishes to change the responsible administrator, the Contractor shall propose and seek the State's approval of such replacement responsible administrator. The State's approval shall be evidenced through a Unilateral Contract Amendment to this contract initiated by the State as set forth in paragraph 8.b) of this Contract. Until such time as the State concurs in the replacement responsible administrator, the State may direct that Project work be suspended.

3. **Time of Performance.** This Contract shall become effective upon the date of proper execution of this Contract by the State Controller or designee. The Project contemplated herein shall commence as soon as

practicable after the execution of this Contract and shall be undertaken and performed as set forth in the "Time of Performance" section of Exhibit A. Expenses incurred by the Contractor in association with the Project prior to execution of this Contract by the State Controller or designee shall not be considered eligible expenditures for reimbursement by the State unless specifically allowed in the "Project Description, Objectives and Requirements" section of Exhibit A. The Contractor agrees that time is of the essence in the performance of its obligations under this Contract and that completion of the Project shall occur no later than the completion date set forth in the "Time of Performance" section of Exhibit A.

4. **Authority to Enter into Contract and Proceed with Project.** The Contractor assures and warrants that it possesses the legal authority to enter into this Contract. The person signing and executing this Contract on behalf of the Contractor does hereby warrant and guarantee that he/she has full authorization to execute this Contract. In addition, the Contractor represents and warrants that it currently has the legal authority to proceed with the Project.

Furthermore, if the nature or structure of the Project is such that a decision by the electorate is required, the Contractor represents and warrants that it has held such an election and secured the voter approval necessary to allow the Project to proceed.

5. **Compensation and Method of Payment.**

Grant. In consideration for the work and services to be performed hereunder, the State agrees to provide to the Contractor a grant from the Local Government Severance Tax Fund in an amount not to exceed THREE HUNDRED SEVENTY-FIVE THOUSAND TWENTY FIVE AND XX/100 Dollars ($375,025.00). The method and time of payment of such grant funds shall be made in accordance with the "Payment Schedule" set forth in Exhibit A.

Loan. In addition, and as further consideration for the work and services to be performed hereunder, the State agrees to provide to the Contractor a loan from the Local Government Severance Tax Fund in an amount not to exceed ONE HUNDRED THOUSAND AND XX/100 Dollars ($100,000.00). The method and time of payment of such loan funds shall be made in accordance with the "Payment Schedule" set forth in Exhibit A.

6. **Reversion of Excess Funds to the State.**

a) Any State funds paid to the Contractor and not expended in connection with the Project shall be remitted to the State upon completion of the Project or a determination by the State that the Project will not be completed. Any State funds not required for completion of the Project will be deobligated by the State.

b) It is expressly understood that if the Contractor receives funds from this Contract in excess of its fiscal year spending limit, all such excess funds from this Contract shall revert to the State. Under no circumstances shall excess funds from this Contract be refunded to other parties.

7. **Financial Management and Budget.** At all times from the effective date of this Contract until completion of the Project, the Contractor shall maintain properly segregated accounts of State funds, matching funds, and other funds associated with the Project. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, and shall be in accordance with the "Budget" section set forth in Exhibit A. Contractor may adjust individual budgeted expenditure amounts without approval of the State provided that no budget transfers to or between administration budget categories are proposed and provided that cumulative budgetary line item changes do not exceed Twenty Thousand Dollars ($20,000.00), unless otherwise specified in the "Budget" section of Exhibit A. Any budgetary modifications that exceed these limitations must be approved by the State through a Bilateral Contract Amendment as set forth in Paragraph 8.c).

8. **Modification and Amendment.**

a) **Modification by Operation of Law.** This Contract is subject to such modifications as may be necessitated by changes in federal or state law or requirements. Any such required modifications shall be incorporated into and be part of this Contract as if fully set forth herein.

b) **Unilateral Amendment.** The State may unilaterally modify the following portions of this Contract when such modifications are requested by the Contractor or determined by the State to be necessary and appropriate. In such cases, the Amendment is binding upon proper execution of the Amendment by the State Controller's designee and without the signature of the Contractor.

i) Paragraph 2 of this Contract, "Responsible Administrator";

ii) Paragraph 3 of Exhibit A, Scope of Services "Time of Performance";

iii) Paragraph 5 of Exhibit A, Scope of Services "Remit Address";

iv) Paragraph 6 of Exhibit A, Scope of Services "Payment Schedule";

v) Paragraph 22 of this Contract if applicable, Repayment of Loan, and Exhibit B, Loan Repayment Schedule

Contractor must submit a written request to the Department if modifications are required. Amendments to this Contract for the provisions outlined in this Paragraph 8 b. i) through v): Responsible Administrator, Time of Performance, Remit Address, Payment Schedule, or Repayment of Loan and Loan Repayment Schedule can be executed by the State (Exhibit C1).

c) **Bilateral Amendment.** In the following circumstances, modifications shall be made by an Amendment signed by the Contractor, the Executive Director of the Department and the State Controller's designee. Such Amendments must be executed by the Contractor then the State and are binding upon proper execution by the State Controller's designee.

i) unless otherwise specified in the "Budget" section of Exhibit A, when cumulative budgetary line item changes exceed Twenty Thousand Dollars ($20,000.00);

ii) unless otherwise specified in the "Budget" section of Exhibit A, when any budget transfers to or between administration budgetary categories are proposed;

iii) when any other material modifications, as determined by the State, are proposed to Exhibit A or any other Exhibits;

iv) when additional or less funding is needed and approved and modifications are required to Paragraph 5 of this Contract, "Compensation and Method of Payment" as well as to Exhibit A "Budget" and "Payment Schedule";

v) when there are additional federal or state statutory or regulatory compliance changes in accordance with Paragraph 20 of this Contract.

Such Bilateral Amendment may also incorporate any modifications allowed to be made by Unilateral Amendment as set forth in subparagraph 8.b) of this paragraph.

Upon proper execution and approval, such Amendment (Exhibit C2) shall become an amendment to the Contract, effective on the date specified in the amendment. No such amendment shall be valid until approved by the State Controller or such assistant as he may designate. All other modifications to this Contract must be accomplished through amendment to the contract pursuant to fiscal rules and in accordance with subparagraph 8 d).

d) **Other Modifications.** If either the State or the Contractor desired to modify the terms of this Contract other than as set forth in subparagraphs b) and c) above, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Contract properly executed and approved in accordance with applicable law. Any amendment required per this subparagraph will require the approval of other state agencies as appropriate, e.g. Attorney General, State Controller, etc.

Such Amendment may also incorporate any modifications allowed to be made by Unilateral and Bilateral Amendment as set forth in subparagraphs 8.b) or 8.c) of this paragraph.

9. **Audit.**

a) **Discretionary Audit.** The State, through the Executive Director of the Department, the State Auditor, or any of their duly authorized representatives and the federal government or any of its duly authorized representatives shall have the right to inspect, examine and audit the Contractor's and any subcontractor's records, books, accounts and other relevant documents. For the purposes of

discretionary audit, the State specifically reserves the right to hire an independent Certified Public Accountant of the State's choosing. A discretionary audit may be requested at any time and for any reason from the effective date of this Contract until five (5) years after the date of final payment for this Project is received by the Contractor, provided that the audit is performed during normal business hours.

b) **Mandatory Audit.** Whether or not the State or the federal government calls for a discretionary audit as provided above, the Contractor shall include the Project in its annual audit report as required by the Colorado Local Government Audit Law, 29-1-601, et seq, C.R.S., and State implementing rules and regulations. Such audit reports shall be simultaneously submitted to the Department and the State Auditor. Thereafter, the Contractor shall supply the Department with copies of all correspondence from the State Auditor related to the relevant audit report. If the audit reveals evidence of non-compliance with applicable requirements, the Department reserves the right to institute compliance or other appropriate proceedings notwithstanding any other judicial or administrative actions filed pursuant to 29-1-607 or 29-1-608, C.R.S.

10. **Conflict of Interest.** The Contractor shall comply with the provisions of 18-8-308 and 24-18-101 through 24-18-109, C.R.S.

11. **Contract Suspension.** If the Contractor fails to comply with any contractual provision, the State may, after notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contractual funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions herein. The State may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the Project.

12. **Contract Termination.** This Contract may be terminated as follows:

a) **Termination Due to Loss of Funding.** The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to compensation arising under this Contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate or amend this Contract.

b) **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due the State from the Contractor is determined.

c) **Termination for Convenience.** The State may terminate this Contract at any time the State desires. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. All finished or unfinished documents and other materials as described in subparagraph 12.b) above shall, at the option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made; provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

13. **Integration.** This Contract, as written, with attachments and references, is intended as the complete integration of all understandings between the parties at this time and no prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed and approved pursuant to paragraph 8 of this Contract and applicable law.

14. **Severability.** To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term nor as waiver of a subsequent breach of the same term.

15. **Binding on Successors.** Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.

16. **Assignment.** Neither party, nor any subcontractors hereto, may assign its rights or duties under this Contract without the prior written consent of the other party. No subcontract or transfer of Contract shall in any case release the Contractor of responsibilities under this Contract.

17. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

18. **Successor in Interest.** In the event the Contractor is an entity formed under intergovernmental agreement and the project is for the acquisition, construction or reconstruction of real or personal property to be used as a public facility or to provide a public service, the Contractor warrants that it has established protections that ensure that, in the event the Contractor entity ceases to exist, ownership of the property acquired or improved shall pass to a constituent local government or other eligible governmental successor in interest, or other successor if specifically authorized in Exhibit A, so that the property can continue to be used as a public facility or to provide a public service.

19. **Non-Discrimination.** The Contractor agrees to comply with the letter and the spirit of all applicable state and federal laws and requirements with respect to discrimination and unfair employment practices.

20. **Compliance with Applicable Laws.** At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.

21. **Order of Precedence.** In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

A. Colorado Special Provisions
B. Contract
C. The Scope of Services, Exhibit A

22. **Repayment of Loan.** The Contractor shall repay to the State from user rates and charges for the services of the Project and from any other legally available funds the total principal amount of ONE HUNDRED THOUSAND AND XX/100 Dollars ($100,000.00) with interest thereon at the rate of five percent (5%) per annum in annual installments of EIGHT THOUSAND TWENTY FOUR AND 26/100 Dollars ($ 8,024.26) for twenty (20) years, as set forth in Exhibit B, "Loan Repayment Schedule." Said installments shall be made payable to the Department of Local Affairs, 1313 Sherman Street, Denver, Colorado, 80203. The first payment shall be due and payable September 1, 2004 and the last payment shall be due and payable September 1, 2023. If the full amount of the annual installment payment is not received by the State on or before September 1 of each year, the Contractor shall be considered to be in default on this loan agreement and the State shall be entitled to pursue the remedies set forth in paragraph 24 of this Contract.

Unless otherwise specified in Exhibit A of this Contract, any funds remaining after payment of all Project expenses shall be considered State funds and shall be remitted to the State. If grant funds are provided by this Contract, any Project cost savings shall reduce the amount of the State grant on a dollar-for-dollar basis. If the amount of Project cost savings exceeds the amount of the State grant, Project cost savings in excess of the

amount of the State grant shall be considered State loan funds and may be remitted to the State, in which case the principal amount of the State loan shall be reduced on a dollar-for-dollar basis. If grant funds are not provided by this Contract, any Project cost savings shall be considered State loan funds and may be remitted to the State, in which case the principal amount of the State loan shall be reduced on a dollar-for-dollar basis. In the event the principal amount of the State loan is reduced, the reduced principal amount shall be amortized over a reduced term with the amount of the annual installment payment remaining unchanged. Any reduction in the principal amount of the loan shall be evidenced through an Amendment to this Contract initiated by the State as set forth in paragraph 8.b) and 8.c) of this Contract and shall include a revised Loan Repayment Schedule.

Following final settlement of Project costs and issuance, if necessary, of any final payment by the State under this Contract, payment of the entire outstanding loan balance or any portion thereof may be made without penalty prior to the date of the last scheduled annual installment payment. Upon receipt of the payment to retire a portion of the remaining principal amount of the loan obligation, a revised Loan Repayment Schedule will be calculated by the State and provided to the Contractor. The revised Loan Payment Schedule shall take into account monthly interest expenses owed by the Contractor that have accrued from the date of the most recent annual installment payment to the date the payment to retire a portion of the remaining principal is received by the State.

23. **User Rates and Charges.** The Contractor shall, without expense or legal liability to the State, manage, operate, and maintain in an efficient and economical manner the domestic wastewater treatment and/or the potable water treatment Project described herein for which funding was made available by the State under the terms contained herein. The Contractor shall establish rates and charges for the services of the Project in amounts sufficient to provide for the financial requirements of the Project, including repayment of the loan made to the Contractor hereunder. In no event shall the Contractor reduce rates and charges from the current level without the written concurrence of the State. In the event the Contractor projects insufficient revenues to pay the annual installment, the Contractor agrees it will increase rates and charges to a level sufficient to address the annual debt repayment.

24. **Remedies in the Event of Contractor Default.** In the event of default in the annual installment payments herein set forth to be made by the Contractor, or default in the performance of any covenant or agreement contained herein, the State, at its option, may (a) terminate any grant made to the Contractor hereunder and participation by the State in the funding of the Project; (b) declare the entire principal amount of the loan then outstanding immediately due and payable; and (c) take any other appropriate legal action.

The provisions of this Contract may be enforced by the State, at its option without regard to prior waivers by it of previous defaults by the Contractor, through judicial proceedings to require specific performance of this Contract or by such other proceedings in law or equity as may be deemed necessary by the State to insure compliance with provisions of this Contract and the laws and regulations under which this Contract is entered into.

SPECIAL PROVISIONS

(For Use Only with Inter-Governmental Contracts)

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1)**

   This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. **FUND AVAILABILITY. CRS 24-30-202 (5.5)**

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

3. **INDEMNIFICATION.**

   To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the State against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

   No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now or hereafter amended.

4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2**

   THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. **NON-DISCRIMINATION.**

   The Contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. **CHOICE OF LAW.**

   The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall 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 will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

   At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

7. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00**

   No State or other public funds payable under this Contract shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of the contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

8. **EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507**

   The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Effective Date: July 1, 2003

SPECIAL PROVISIONS

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS

COUNTY OF GUNNISON, COLORADO
Legal Name of Contracting Entity

84-6000770 #
Social Security Number or FEIN

Signature of Authorized Officer

Print Name & Title of Authorized Officer: CHAIR

STATE OF COLORADO:
BILL OWENS, GOVERNOR

By _____
Michael L. Beasley, Executive Director

Department of Local Affairs

PRE-APPROVED FORM CONTRACT REVIEWER:

CORPORATIONS:
(A corporate seal or attestation is required.)

Attest (Seal) By Kelly Balch, Deputy County Clerk
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
Arthur L. Barnhart

By _____
Rose Marie Auten, Controller
Department of Local Affairs

Date 10/07/03

Effective Date: July 1, 2003

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES

1. PROJECT DESCRIPTION, OBJECTIVES AND REQUIREMENTS

The Project consists of installing a new water treatment system ("the system") for the community of Somerset, Colorado, in unincorporated Gunnison County (Contractor). It is anticipated that the system will serve both the community and the Oxbow Mining, LLC ("Oxbow Mining") operations. The water treatment system will be owned by Gunnison County.

It is anticipated that Oxbow Mining will supply a certified operator for the initial operation and maintenance of the system, but shall not continue after permanent cessation of mining operations at this facility. The Contractor will enter into a contract with Oxbow Mining, which specifies the terms of the operation of the system. The Contractor may choose to transfer ownership of the system to the Somerset Water District, if and when the District is capable of and willing to assume ownership and lawful operation, maintenance and oversight of the system.

Eligible expenses include: 1) the costs of engineering and construction of an approximately 200-gallon per minute micro filtration water-treatment plant; 2) inspection, cleaning, and repair to an existing 200,000 gallon water-storage tank; and 3) improvements to the water-intake gallery.

Energy and Mineral Impact Assistance funds in the amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND TWENTY-FIVE AND XX/100 Dollars ($475,025.00) are provided under this Contract to finance Project costs. The Contractor is expected to provide FORTY-NINE THOUSAND AND XX/100 Dollars ($49,000.00) in Project financing, and, in any event, is responsible for all Project cost in excess of FOUR HUNDRED SEVENTY-FIVE THOUSAND TWENTY-FIVE AND XX/100 Dollars ($475,025.00).

Energy Impact Assistance funds (EIAF) will finance 80% of eligible expenses through the provision of a $100,000 EIAF loan and a $375,025 EIAF grant. The remaining 20% of project costs and all costs in excess of $475,025 are the responsibility of the Contractor.

The Contractor shall comply with all applicable statutory design and construction standards and procedures that may be required by the Colorado Department of Public Health and Environment and shall provide the State with documentation of such compliance.

A qualified engineering firm licensed in the State of Colorado has already been hired by the Contractor to design and supervise construction. An alternatives analysis and treatment-plan design has already been completed.

A construction contract shall be awarded to a qualified construction firm through a formal public bid process with the Contractor being obligated to award the construction contract to the lowest responsible bidder meeting the Contractor's specifications.

Copies of any and all contracts entered into by the Contractor in order to accomplish this Project shall be submitted to the Department of Local Affairs upon request, and any and all contracts entered into by the Contractor or any of its subcontractors shall comply with all applicable federal and Colorado state laws and shall be governed by the laws of the State of Colorado notwithstanding provisions therein to the contrary.

Contractor agrees to acknowledge the state Department of Local Affairs in any and all materials or events designed to promote or educate the public about the project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

2. ENERGY AND MINERAL IMPACT

The unincorporated community of Somerset is an historic coal-mining town and is in the heart of coal-mining operations in Delta and Gunnison Counties. Oxbow Mining and Mountain Coal Company employ over 620 individuals at their combined operations in the immediate area and produce 10 to 12 million tons of coal per year. The town site is the location of the main entry to the Oxbow Mining coal handling and load-out facilities. There are 58 occupied homes in the town, all of which are in need of potable water.

3. TIME OF PERFORMANCE

The Project shall commence upon the full and proper execution of this Contract and shall be completed on or before October 31, 2004. However, in accordance with paragraph 8.b. or 8.c. contained within the main body of this Contract, the Project time of performance may be extended by a Contract Amendment. To initiate this process, a written request shall be submitted to the State by the Contractor at least thirty (30) days prior to October 31, 2004, and shall include a full justification for the time extension.

4. BUDGET

Revenues		Expenditures	
Energy/Mineral Impact – GRANT	$375,025	Filtration System	$403,025
Energy/Mineral Impact – LOAN	100,000	Water Intake Gallery	65,000
Contractor Funds	49,000	Water Tank	6,000
		Construction Engineering	50,000
Total	**$524,025**	**Total**	**$524,025**

5. REMIT ADDRESS:

200 E. Virginia

Gunnison, CO 81230

6. PAYMENT SCHEDULE

Loan Payment

$100,000	This amount, the entire amount of the loan, will be paid upon execution of this Contract. Energy and Mineral Impact Assistance loan funds shall be the first monies expended.

Grant Payments

$37,525	Initial payment to be made within thirty (30) days of the date of execution of this Contract.
$300,500	In interim payments reimbursing the Contractor for actual expenditures made in the performance of this Contract. Payments shall be based upon properly documented financial and narrative status reports detailing expenditures made to date.
$37,000	Final payment to be made upon the completion of the Project and submission of final financial and narrative status reports documenting the expenditure of all Energy/Mineral Impact Assistance funds for which payment has been requested.
$375,025	**Total**

7. CONTRACT MONITORING

The State shall monitor this Contract on an as-needed basis.

8. REPORTING SCHEDULE

At the time Contractor initiates payment requests, the Contractor shall submit financial and narrative status reports detailing Project progress and properly documenting all to-date expenditures of Energy and Mineral Impact Assistance funds.

EXHIBIT B

LOAN REPAYMENT SCHEDULE

EXHIBIT B

ENERGY/MINERAL IMPACT ASSISTANCE
LOAN TABLE

Project No. #4503 Title: Somerset Water Treatment Improvement - Loan

Loan Amount: $100,000.00

Interest Rate: 5%

Term: 20 First Year Due Date: September 1, 2004

Payment Number	Payment	Principal	Interest	Ending Balance
				$100,000.00
1	$8,024.26	$4,274.26	$3,750.00	$95,725.74
2	$8,024.26	$3,237.97	$4,786.29	$92,487.77
3	$8,024.26	$3,399.87	$4,624.39	$89,087.90
4	$8,024.26	$3,569.86	$4,454.39	$85,518.04
5	$8,024.26	$3,748.36	$4,275.90	$81,769.68
6	$8,024.26	$3,935.77	$4,088.48	$77,833.90
7	$8,024.26	$4,132.56	$3,891.70	$73,701.34
8	$8,024.26	$4,339.19	$3,685.07	$69,362.15
9	$8,024.26	$4,556.15	$3,468.11	$64,806.00
10	$8,024.26	$4,783.96	$3,240.30	$60,022.04
11	$8,024.26	$5,023.16	$3,001.10	$54,998.88
12	$8,024.26	$5,274.31	$2,749.94	$49,724.57
13	$8,024.26	$5,538.03	$2,486.23	$44,186.54
14	$8,024.26	$5,814.93	$2,209.33	$38,371.60
15	$8,024.26	$6,105.68	$1,918.58	$32,265.93
16	$8,024.26	$6,410.96	$1,613.30	$25,854.96
17	$8,024.26	$6,731.51	$1,292.75	$19,123.45
18	$8,024.26	$7,068.09	$956.17	$12,055.37
19	$8,024.26	$7,421.49	$602.77	$4,633.88
20	$4,865.57	$4,633.88	$231.69	$0.00

EXHIBIT C1

EIAF #___ - _____ *(Insert Project Title)*

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

_____
Legal Name of Contracting Entity

_____
Social Security Number or FEIN

_____
Signature of Authorized Officer

_____
Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate seal or attestation is required.)

Attest (Seal) By_____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

STATE OF COLORADO:
BILL OWENS, GOVERNOR

By_____
Michael L. Beasley, Executive Director
Department of Local Affairs

PRE-APPROVED FORM CONTRACT REVIEWER:

By_____

SAMPLE
Do Not Sign

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and / or services provided.

STATE CONTROLLER:
Arthur L. Barnhart

By_____
Rose Marie Auten, Controller
Department of Local Affairs

Date_____

EIAF #___ - _____ *(Insert Project Title)*

EXHIBIT C1

Contract Routing #
Encumbrance #
Vendor # (for Remit Address)
APPR GBL
CFDA# N/A

Unilateral
Amendment # __ of (Type of Contract – Grant/Loan/Grant-Loan)
Between Colorado Department of Local Affairs and (Grantee Name and Address)

State Executed Contract Modifications (use state signature page only)

A. Modifications to Contract Boilerplate

Responsible Administrator: Delete old Administrator's name and insert in lieu thereof new "Responsible Administrator".

Repayment of Loan: Delete current "#23." and insert in lieu thereof new "#23."

B. Modifications to Exhibit A, Scope of Service.

Time of Performance: "Time of Performance is modified by deleting "Date" and inserting in lieu thereof "Date ".

Remit Address: Delete current "Remit Address" and insert in lieu thereof new "Remit Address".

Payment Schedule: Delete current "Payment Schedule" and insert in lieu thereof new "Payment Schedule".

C. Modifications to Exhibit B, Loan Repayment Schedule:
Delete current Loan Repayment Schedule and insert in lieu thereof new Loan Repayment Schedule.

All of the terms and conditions of the Original Contract remain unchanged except for those terms and conditions modified by this Amendment # _____ and all previous amendments. Both parties also expressly understand that this Amendment # is incorporated into the Original Contract.

Reviewed by:

Department of Local Affairs

Pre-approved Form Contract Reviewer

Michael L. Beasley, Executive Director

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
Arthur L. Barnhart

By_____
Rose Marie Auten, Controller
Department of Local Affairs

Date:_____

SAMPLE Do Not Sign

EXHIBIT C2

EIAF #____ - _____ *(Insert Project Title)*

EXHIBIT C2

Contract Routing #
Encumbrance #
Vendor # (for Remit Address)
APPR GBL
CFDA# N/A

Bilateral
Amendment # _____ of (Type of Contract – Grant/Loan/Grant-Loan)
Between Colorado Department of Local Affairs and (Grantee Name and Address)

State and Contractor Executed Modifications (use state and contractor signature page)

A. Modifications to Contract Boilerplate

Compensation and Method of Payment: "Compensation and Method of Payment" in the Original Contract is modified by deleting "Amount " and inserting in lieu there of " Amount ".

Responsible Administrator: Delete old Administrator's name and insert in lieu thereof new "Responsible Administrator".

Compliance with Applicable Laws: Paragraph #22 "Compliance with Applicable Laws" in the Original Contract is modified as follows: Include existing language **"is revised to read"** and the revised language.

Repayment of Loan: Delete current "#23." and insert in lieu thereof new "#23".

B. Modifications to Exhibit A, Scope of Services.

Project Description, Objectives and Requirements: "1. Project Description, Objectives, and Requirements, Subsection A. is modified as follows: Include existing language **"is revised to read"** and the revised language.

Energy and Mineral Impact: 2. "Energy and Mineral Impact" is modified by deleting current Energy and Mineral Impact and inserting new Energy and Mineral Impact.

Time of Performance: "Time of Performance" is modified by deleting current Date and inserting new Date.

Budget: 4. "Budget" is modified by deleting the current Budget and inserting new Budget.

Remit Address: 5. "Remit Address" is modified by deleting the current Remit Address and inserting new Remit Address.

Payment Schedule: 6. "Payment Schedule" is modified by deleting current Payment Schedule and inserting new Payment Schedule.

Contract Monitoring: 7. "Contract Monitoring" is modified by deleting current Contract Monitoring and inserting new Contract Monitoring.

Reporting Schedule: 8. "Reporting Schedule is modified by deleting current Reporting Schedule and inserting new Reporting Schedule.

C. Modifications to Exhibit B, Loan Repayment Schedule:
Delete current "Exhibit B Loan Repayment Schedule and insert new "Exhibit B Loan Repayment Schedule.

All of the terms and conditions of the Original Contract remain unchanged except for those terms and conditions modified by this Amendment # _____ and all previous amendments. Both parties also expressly understand that this Amendment # _____ is incorporated into the Original Contract.

SAMPLE Do Not Sign

APPENDIX B
EXISTING WATER RIGHTS, TREATMENT, AND TANKS

Exhibit B

WATER RIGHTS

All water and water rights, ditch and ditch rights, wells and well rights, reservoir and reservoir rights, well permits, augmentation plans, water agreements and leases, and other rights in or to the use of water of whatever kind or nature owned by Somerset Mining Company, including but not limited to the following:

A. Somerset Mine Well. Permit No. 23700-F under Water Decree No. 79CW86 dated July 26, 1979, appropriating 200 G.P.M. of water for industrial purposes, from the following point of diversion:

Township 13 South, Range 90 West, 6th P.M.

Section 8: SW¼SE¼

B. Somerset Water Supply System.

1. Municipal Priority No. J-91 under Water Decree dated August 16, 1936, as amended by Amended Ruling of Water Referee dated November 13, 1973, in the name of United States Steel Corporation, appropriating an amount not to exceed .90 c.f.s. of water from the North Fork of the Gunnison River for municipal and mining purposes, from the following point of diversion:

Township 13 South, Range 90 West, 6th P.M.

Section 9: A point on the North bank of the North Fork of the Gunnison River whence the SW¼ corner of Section 9 bears South 65 degrees 20' West, 1820 feet.

2. Municipal and Mine Priority No. J-329 under Water Decree dated December 16, 1948, as amended by Amended Ruling of Water Referee dated November 13, 1973, in the name of United States Steel Corporation, appropriating an amount not to exceed .90 c.f.s. of water from the North Fork of the Gunnison River for municipal and mining purposes, from the following point of diversion:

Township 13 South, Range 90 West, 6th P.M.

Section 9: A point on the North bank of the North Fork of the Gunnison River whence the SW¼ corner of Section 9 bears South 65 degrees 20' West, 1820 feet.

3. All rights in, to and under the Finding, Ruling and Decree of the District Court for Water Division No. 4 entered in Case No 93CW97 on December 8, 1994.

C. Water Leases and Agreements:

1. The Lease of Property and Water Rights dated August 6, 1993 between Terror Creek Company and Somerset Mining Company.

2. The Water Lease dated July 21, 1992 from Thomas B. Beach and Arliss I. Beach, as lessors, and Somerset Mining Company, as lessee.

3. The Water Agreement dated August 31, 1995 by and between Bear Coal Company, Somerset Mining Company and Terror Creek Company.

D. Miscellaneous:

All rights of way, easements, special use permits, measuring devices, flumes, well casing and equipment and other interests and property used in connection with any of the foregoing rights and interests.

Statement of Problem: Calculate the contact time required for the proposed Oxbow Mining LLC water treatment plant.

Background:

A new Culligan water treatment plant has been procured by OMLLC for the treatment of surface water. The treated effluent will be of potable quality to be used by residents of the town of Somerset, CO and mine facility operations. The raw water source is surface water from the North Fork of the Gunnison River. At times, some of the water may be percolated through a surface gravel (recharge) bed above an infiltration gallery prior to treatment. The expected treatment rate is 100 gallons per minute (gpm).

The plant will utilize one 40,000 gallon tank for storage and to provide contact time of disinfectant prior to the entering the distribution system. Disinfection will be achieved through the introduction of sodium hypochlorite solution. This chemical has been selected because of its low cost and ease of use. It should be noted that this computation does not address issues related to the Microbial-Disinfection Byproduct Rules or Disinfectant/Disinfection Byproduct Rules (DBPR) as promulgated by the U.S. EPA. The use of sodium hypochlorite as a disinfectant has been and remains to be a cost effective method to disinfect domestic water. Stage I of the DBPR requires that water treatment plants meet a bromate maximum concentration level of 10 parts per billion (ppb) in their product water. Therefore, operation and maintenance of the plant should include the use of ANSI/NSF Standard # 60 certified sodium hypochlorite. Operation and maintenance of the water treatment plant with regard to the use of water treatment chemicals, including the use of sodium hypochlorite, should comply with state and federal water treatment regulations and safety guidelines.

Computations:

Contact Time:

Disinfectant contact time ("T") is defined as the time in minutes that it takes water to move from the point of disinfectant application to a point of where residual (free) disinfectant (chlorine) concentration ("C") is measured. Disinfectant contact time in pipelines is measured by

T_{pipe} = volume of pipe/maximum flow rate

Disinfectant contact time in basins, tanks, or other reservoirs should be determined by tracer studies or theoretical computation. This computation is for a proposed water treatment facility. Therefore, tracer tests are not possible, and a theoretical computation will be performed.

Under ideal mixing conditions (plug flow) contact time for reservoirs or holding tanks is equal to the actual detention time in the reservoirs. This detention time is calculated on the following sheet.

Western Water & Land, Inc.
Applications in Earth Science

SHEET 2 OF 3
JOB NO. 10601.03
DATE 6/3/2004
COMPUTED BY BDS
CHECKED BY KLM

PROJECT Oxbow Mining LLC WTP
SUBJECT Chlorination Contact Time

Known or Assumed Information:

On the basis of information verbally provided by OMLLC or otherwise assumed:

1. Peak water treatment flow rate is 100 gallons per minute (gpm)
2. Chlorine is added as disinfectant to treated water at the appropriate state-required dose downstream of the treatment system and upstream of 40,000 gallon culinary storage tank.
3. Treated (culinary) water is circulated and stored in one, 40,000 gallon tank before entering 6-inch distribution line.
4. The estimated distance to the first piont of use is 200 ft from the treatment system.
5. Additional residence time not included in this calculation may be associated with pipe flow from chlorine dose injection point to point of entering the 40,000 gal culinary tank.

Calculation of Contact Time:

Chlorine dose residence time (T) is the total time chlorine is present in the treated water under a fully mixed condition during treatment plant peak flow periods before use by the closest domestic water tap.

$$T = \frac{\text{culinary water storage volume}}{\text{maximum flow rate (ft}^3\text{/min)}} + \frac{\text{volume of pipe (ft}^3\text{)}}{\text{maximum flow rate (ft}^3\text{/min)}}$$

$$T = \frac{40{,}000 \text{ gal}}{100 \text{ gal/min}} + \frac{[\pi \text{ (pipe radius}^2\text{) (ft}^2\text{) x pipe length (ft) x 7.48 gal/ft}^3\text{)}]}{100 \text{ gal/min}}$$

$$T = \frac{40{,}000 \text{ gal}}{100 \text{ gal/min}} + \frac{[0.0625 \text{ ft}^2 \text{ x } 200 \text{ ft x } 7.48 \text{ gal/ft}^3]}{100 \text{ gal/min}}$$

$$T = 400 \text{ min} + 0.94 \text{ min}$$

$$T = 401 \text{ min}$$

Actual contact time ("T_{10}") is calculated by T x Baffling Factor (BF). In the case of the 40,000 gallon tank, a conservative baffling factor of 0.1 will be used. A BF of 0.1 is for an unbaffled basin with very low length to width ratio. (A BF of 0.3 is for an unbaffled inlet and outlet and intra-basin baffling).

For the 40,000 gallon tank:

$$T_{10} = \frac{\text{volume of basin}}{\text{peak flow rate}} \times 0.1 = \frac{40{,}000 \text{ gal}}{100 \text{ gpm}} = 40 \text{ minutes}$$

Calculation of Contact Time (cont'd):

State criteria (CDPHE 1997) require that the free (residual) chlorine concentration of 0.2 mg/L be attained in the water after a contact time of at least 30 minutes. Regulations also state that water treatment systems have the capacity to attain 5 mg/L free chlorine for for 30 minutes for surface water systems.

The above calculated T_{10} value meets the required 30 minute contact time.

Determine CT Value:

The CT value is the product of free chlorine concentration times contact time (T_{10}). "CT tables" are commonly used with microbial inactivation to determine adequate chlorination concentrations. Water disinfection is measured by the level of inactivation of microbes. The log 10 of initial microbes divided by surviving microbes is referred to as the log inactivation. This calculation assumes that a log activiation of 3.0, which will result in a 99% reduction in microorganisms. In addition, it is assumed that the Culligan water treatment system to be used will allow a credit for a 2.5 log inactivation. Therefore, the CT table for a 0.5 log inactivation will be used for assessing disinfection effectiveness.

According to the CT tables (EPA 1999), and using a free chlorine concentration of 0.2 mg/L, a maximum temperature of 60° F (15° C) and a maximum pH of 8.5 for the source water, a CT value greater than 20 min mg/L is required to achieve a 99.9% reduction in giardia cysts.

The actual calculated CT value is 0.2 mg/L x 40 minutes, a value of 8.0. To meet the CT table value, the calculated free chlorine concentration of 0.5 mg/L would be required, or the contact time would need to be increased to the value of T_{10} = 100 minutes.

Conclusions:

On the basis of the above calculations, the required contact time of 30 minutes can be met with the use of a 40,000 gallon storage tank with the addition of sufficient chlorine to a free chlorine concentration of 0.5 mg/L. The actual chlorine dose can be estimated in a separate calculation.

References:

CDPHE, 1997. Design Criteria for Potable Water Systems, Colorado Department of Public Health and Environment Water Quality Control Division. Revised March 31, 1997.

EPA. 1999. Alternative Disinfectants and Oxidants Guidance Manual. U.S. Environmental Protection Agency, Office of Water. EPA 815-R-99-014

OXBOW MINING, LLC
3737 Hwy 133 P.O. Box 535 Somerset, Colorado 81434 USA Tel (970)929-5122 Fax (970)929-5177

August 16, 2004

Mr. Mark Kadnuck
Colorado Department of Public Health and Environment
Water Quality Control Division
222 S. 6th Street, Rm 232
Grand Junction, CO 81501

Re: Water Treatment Plant

Dear Mr. Kadnuck,

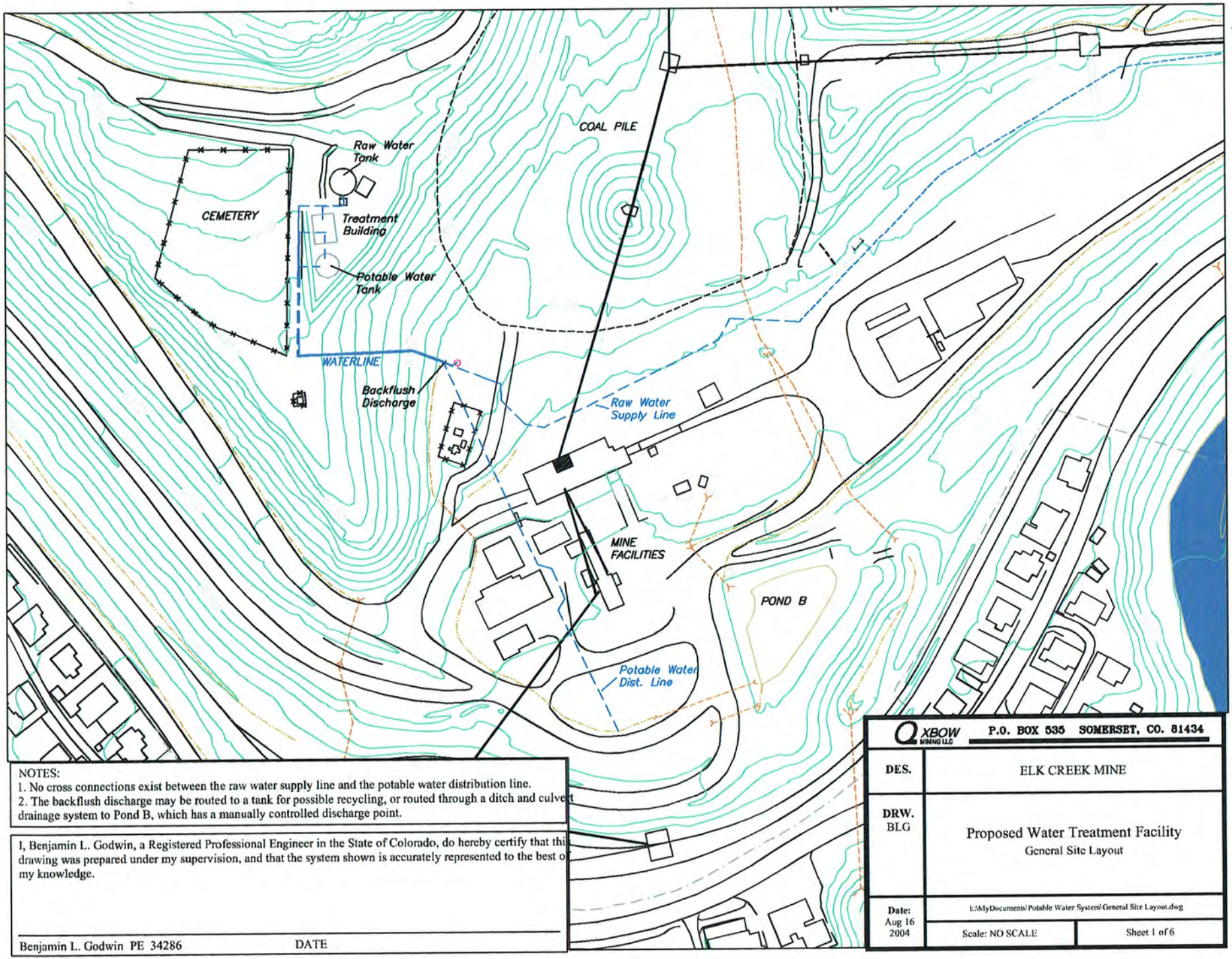
Enclosed are six drawings that depict the final design for the proposed water treatment plant to be installed on our minesite near Somerset, Colorado. Based on the information discussed in our meeting of July 28, 2004, I have detailed the piping and plumbing associated with the Culligan MT-60 units. All process related piping, chemical feeds, and monitoring instrumentation have been detailed and enclosed. As the process of procurement and installation continues, any design changes will be submitted for your approval prior to construction or installation of those changes.

I have also enclosed the final chlorine contact time calculations provided by Western Water & Land, Inc.

If you have any questions, please contact this office at 970-929-5122.

Yours truly,

Ben Godwin



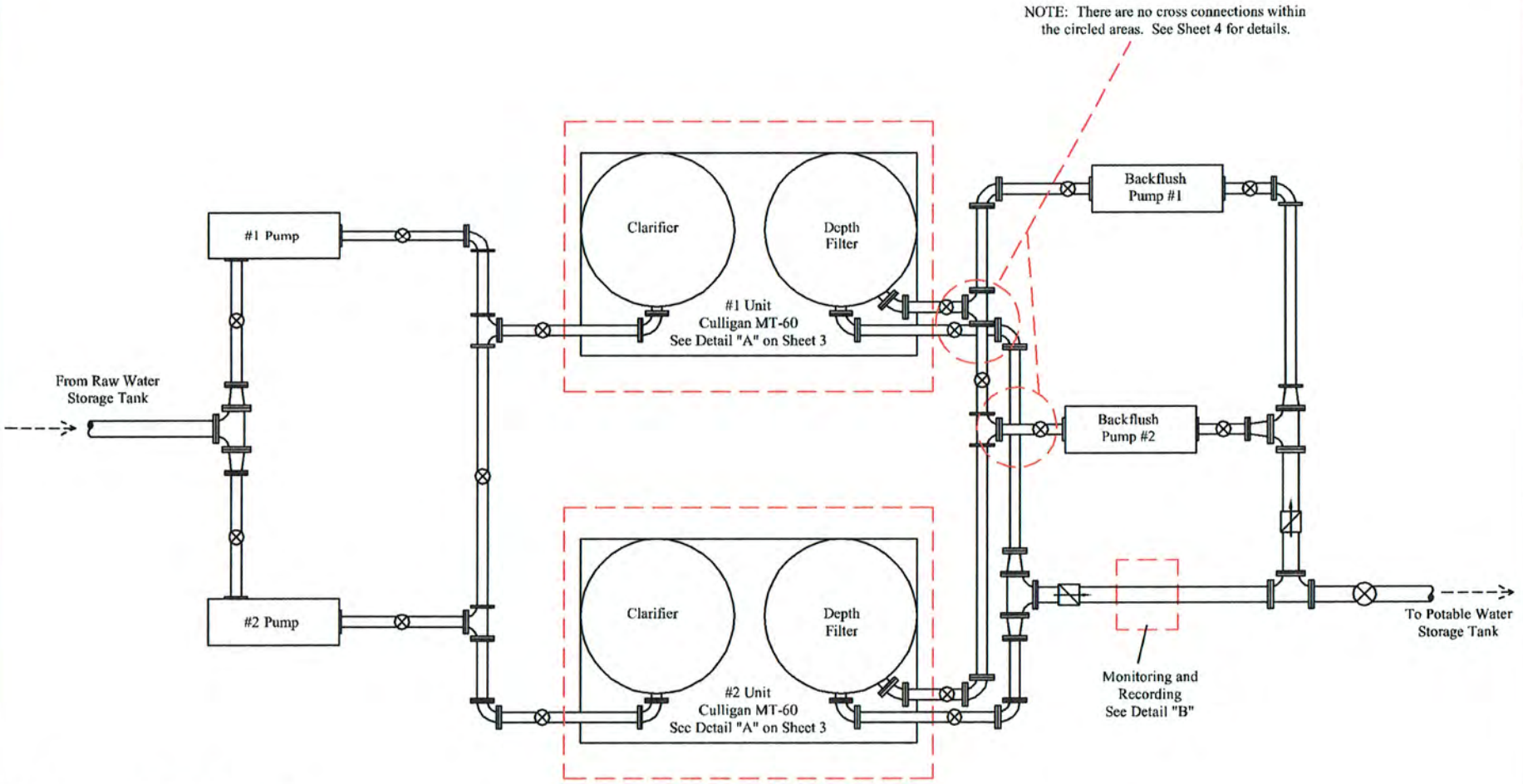
NOTES:
1. No cross connections exist between the raw water supply line and the potable water distribution line.
2. The backflush discharge may be routed to a tank for possible recycling, or routed through a ditch and culvert drainage system to Pond B, which has a manually controlled discharge point.

I, Benjamin L. Godwin, a Registered Professional Engineer in the State of Colorado, do hereby certify that this drawing was prepared under my supervision, and that the system shown is accurately represented to the best of my knowledge.

Benjamin L. Godwin PE 34286 DATE

XBOW MINING LLC P.O. BOX 535 SOMERSET, CO. 81434

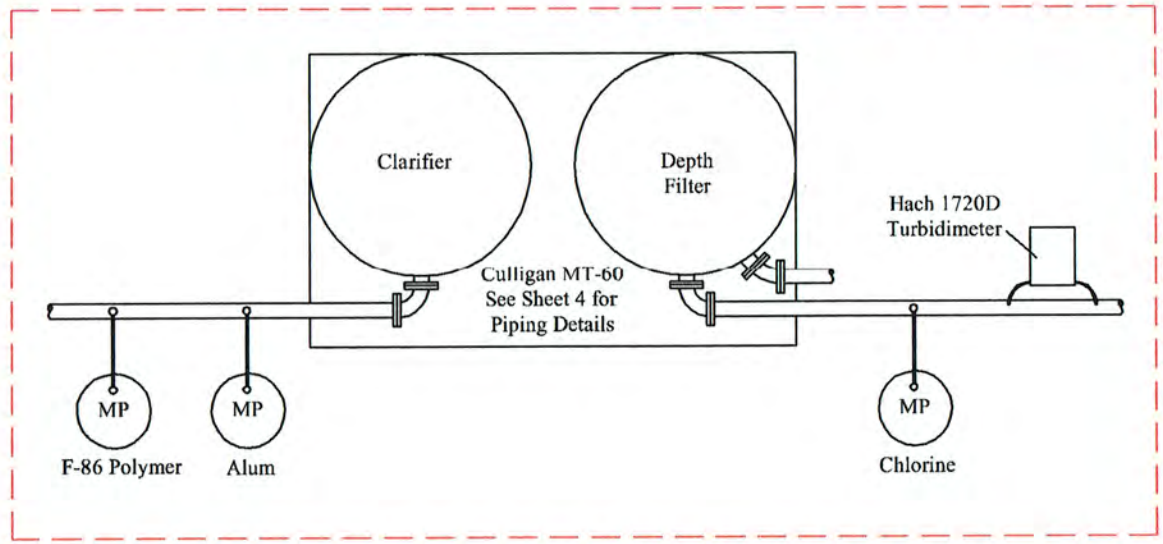
DES.	ELK CREEK MINE
DRW. BLG	Proposed Water Treatment Facility General Site Layout
Date: Aug 16 2004	E:\MyDocuments\Potable Water System\General Site Layout.dwg
	Scale: NO SCALE / Sheet 1 of 6



I, Benjamin L. Godwin, a Registered Professional Engineer in the State of Colorado, do hereby certify that this drawing was prepared under my supervision, and that the system shown is accurately represented to the best of my knowledge.

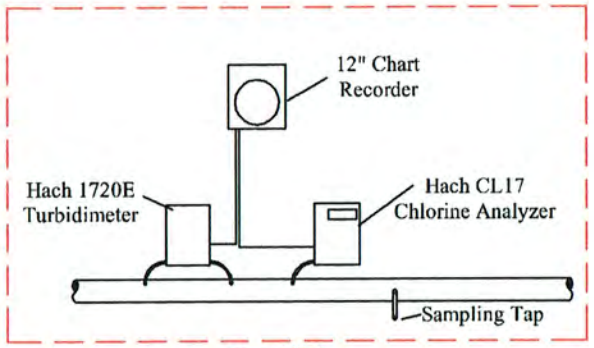
Benjamin L. Godwin PE 34286 DATE

XBOW MINING LLC	P.O. BOX 535 SOMERSET, CO. 81434
DES.	ELK CREEK MINE
DRW. BLG	Proposed Water Treatment Facility General Piping Layout
Date: Aug 13 2004	E:\MyDocuments\Potable Water System\Filter Plant Building Layout.dwg
	Scale: NO SCALE / Sheet 2 of 6

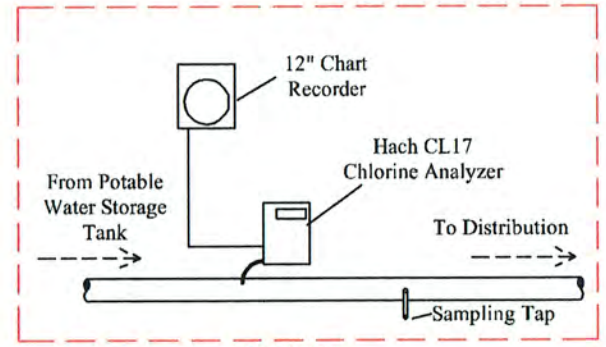


Detail "A"

MP — 35 gallon tank w/agitator
LMI Series A Metering Pump, 24 gpd rating



Detail "B"

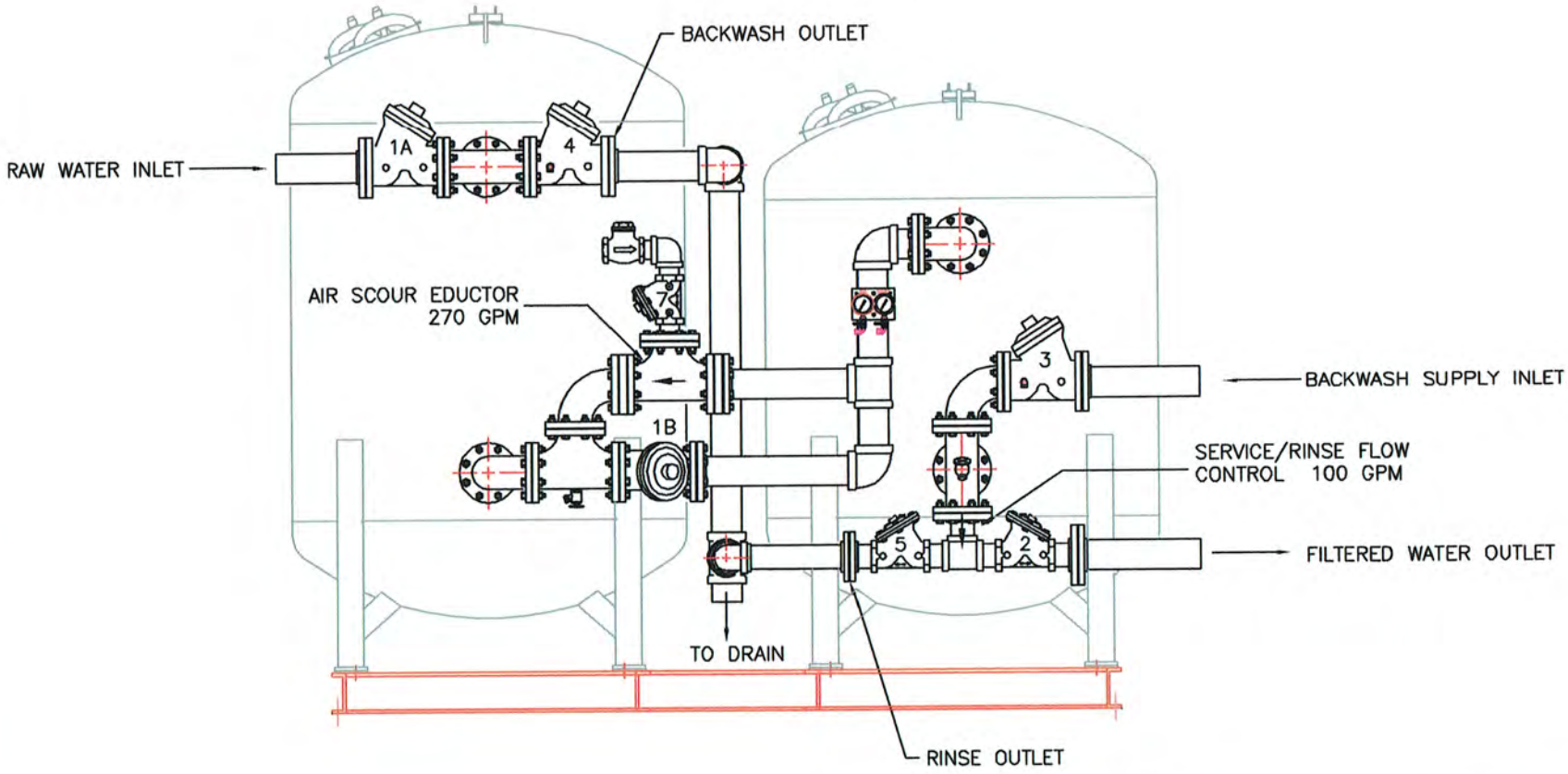


Detail "C"

I, Benjamin L. Godwin, a Registered Professional Engineer in the State of Colorado, do hereby certify that this drawing was prepared under my supervision, and that the system shown is accurately represented to the best of my knowledge.

Benjamin L. Godwin PE 34286 DATE

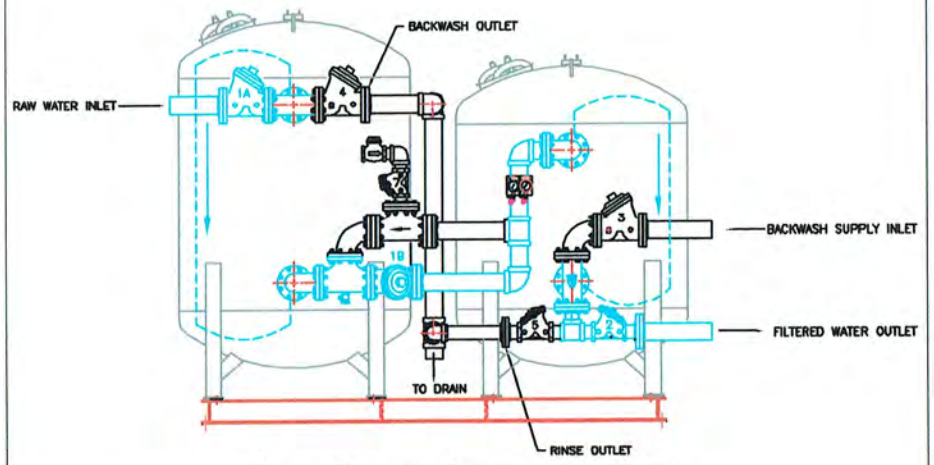
XBOW MINING LLC	P.O. BOX 536 SOMERSET, CO. 81434
DES.	ELK CREEK MINE
DRW. BLG	Proposed Water Treatment Facility Chemical Feed and Monitoring Details
Date: Aug 13 2004	E:\MyDocuments\Potable Water System\Filter Plant Building Layout.dwg
	Scale: NO SCALE / Sheet 3 of 6



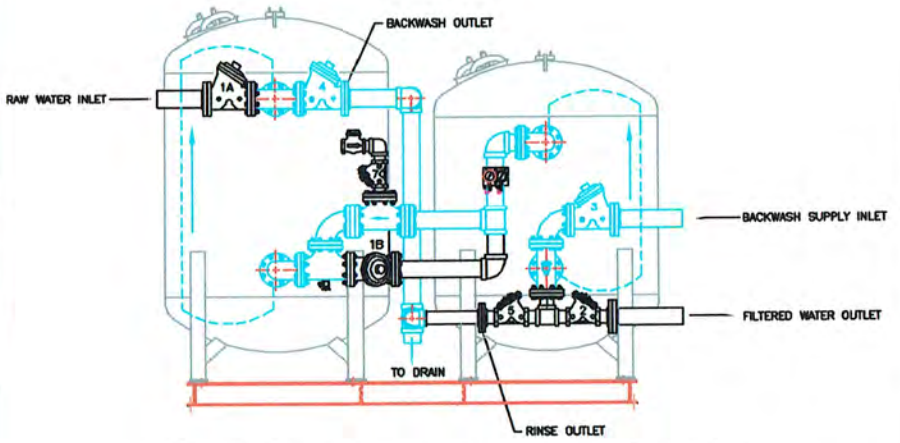
I, Benjamin L. Godwin, a Registered Professional Engineer in the State of Colorado, do hereby certify that the system shown is accurately represented to the best of my knowledge.

Benjamin L. Godwin PE 34286 DATE

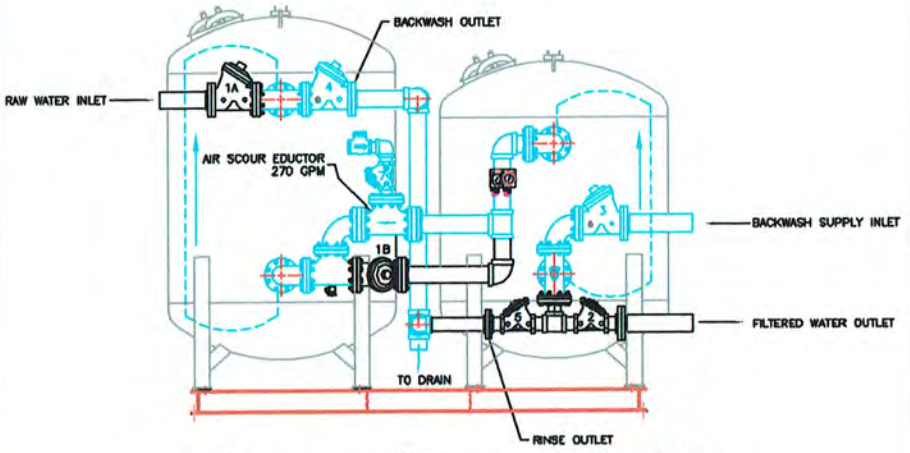
XBOW MINING LLC	P.O. BOX 535 SOMERSET, CO. 81434
DES.	ELK CREEK MINE
DRW. BLG	Proposed Water Treatment Facility Culligan MT-60 Piping Details
Date: Aug 16 2004	E:\MyDocuments\Potable Water System\Culligan MT-60 Piping.dwg
	Scale: NO SCALE / Sheet 4 of 6



1. Service Cycle
Open Valves 1A, 1B, and 2



2. Backwash 1 Cycle
Open Valves 3 and 4

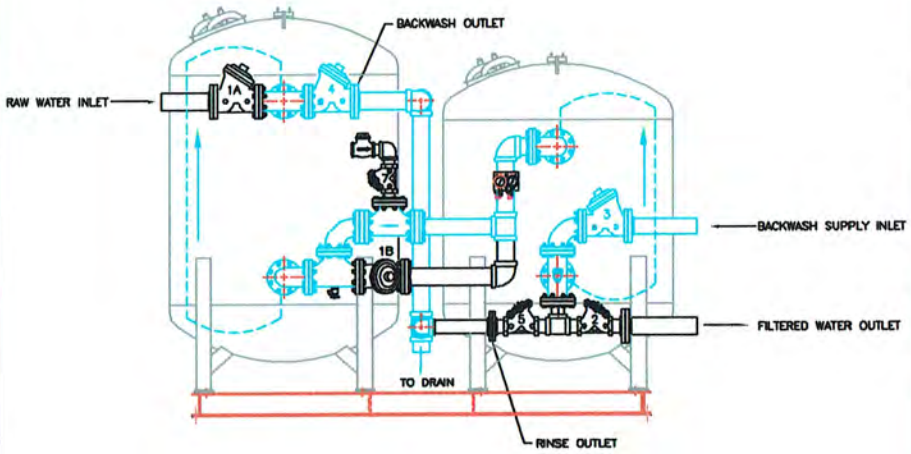


3. Air Scour Cycle
Open Valves 3, 4, and 7

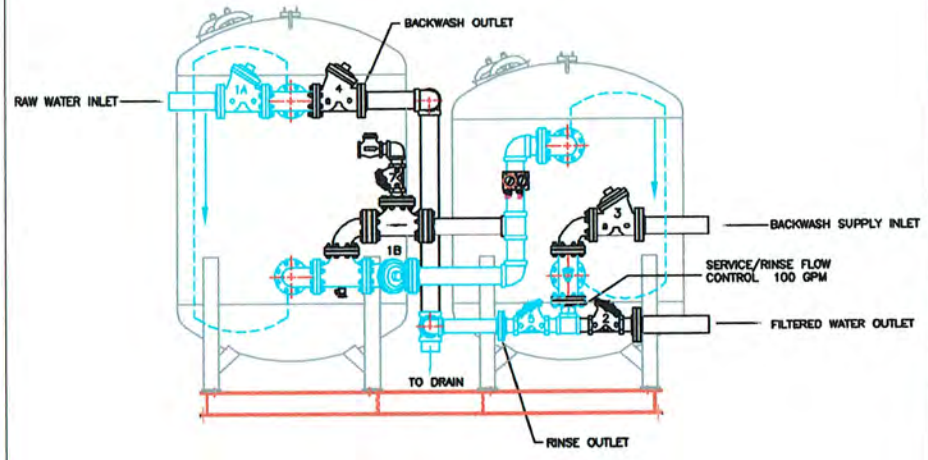
I, Benjamin L. Godwin, a Registered Professional Engineer in the State of Colorado, do hereby certify that the system shown is accurately represented to the best of my knowledge.

Benjamin L. Godwin PE 34286 DATE

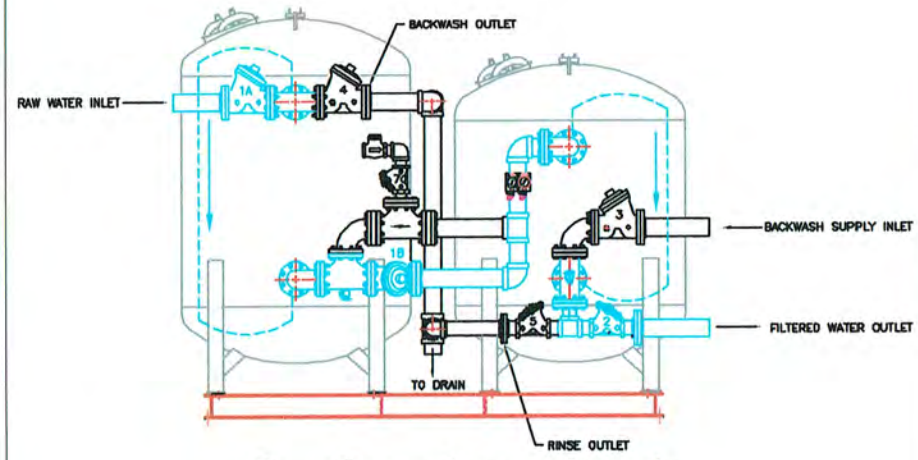
XBOW MINING LLC	P.O. BOX 535 SOMERSET, CO. 81434	
DES.	ELK CREEK MINE	
DRW. BLG	Proposed Water Treatment Facility Culligan MT-60 Flow Diagragm	
Date: Aug 16 2004	E:\MyDocuments\Potable Water System\Culligan MT-60 Piping.dwg	
	Scale: NO SCALE	Sheet 5 of 6



4. Backwash 2 Cycle
Open Valves 3 and 4



5. Fast Rinse Cycle
Open Valves 1A, 1B, and 5



6. Service Cycle
Open Valves 1A, 1B, and 2

I, Benjamin L. Godwin, a Registered Professional Engineer in the State of Colorado, do hereby certify that the system shown is accurately represented to the best of my knowledge.

Benjamin L. Godwin PE 34286 DATE

XBOW MINING LLC	P.O. BOX 535 SOMERSET, CO. 81434	
DES.	ELK CREEK MINE	
DRW. BLG	Proposed Water Treatment Facility Culligan MT-60 Flow Diagragm	
Date: Aug 16 2004	E:\MyDocuments\Potable Water System\Culligan MT-60 Piping.dwg	
	Scale: NO SCALE	Sheet 6 of 6

APPENDIX C
EXISTING SYSTEM EXHIBITS



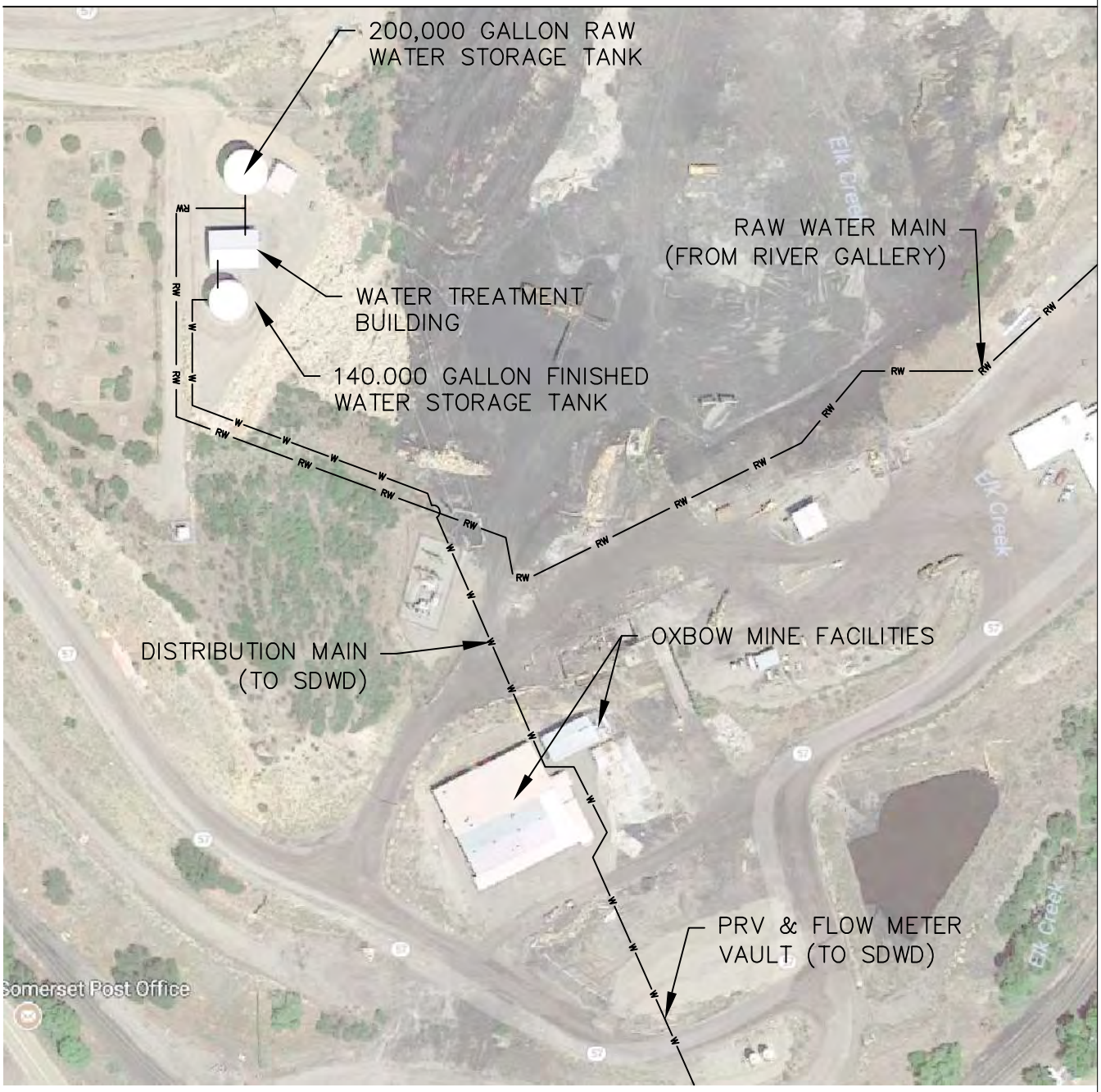
SOMERSET WATER DISTRIBUTION SYSTEM SCHEMATIC

ELEMENT ENGINEERING LLC
12687 W. CEDAR DRIVE, SUITE 350
LAKEWOOD, CO 80228
303.378.2969
WWW.ELEMENTENGINEERING.NET

DATE
JULY 2017

JOB NUMBER
0016.0001

SCALE
1" = 200'



SOMERSET WATER TREATMENT GENERAL LOCATION MAP

DATE
JULY 2017

JOB NUMBER
0016.0001

SCALE
NTS

ELEMENT ENGINEERING LLC
12687 W. CEDAR DRIVE, SUITE 350
LAKEWOOD, CO 80228
303.378.2969
WWW.ELEMENTENGINEERING.NET

APPENDIX D
MEMORANDUM OF AGREEMENT

Exhibit A

MEMORANDUM OF AGREEMENT
BETWEEN
BOARD OF COUNTY COMMISSIONERS OF GUNNISON COLORADO
AND
OXBOW MINING, LLC

The memorandum of agreement, made this 15th day of October 2003, by and between the Board of County Commissioners of Gunnison County, Colorado (the County) and Oxbow Mining, LLC (Oxbow) provides that:

WHEREAS, the Oxbow provides a domestic water supply to the town site of Somerset, Colorado; and

WHEREAS, the Colorado Department of Public Health and the Environment has determined the current domestic water supply provided by Oxbow to the town site of Somerset, Colorado does not meet certain surface water standards for a potable water supply and is in need of construction of a water treatment plant; and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has determined it to be in the public interest to assist Oxbow in implementing a corrective strategy which will result in the construction of a new water treatment plant to serve the needs of the town site of Somerset, Colorado; and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado applied to and received from the State of Colorado Department of Local Affairs financial assistance through the Energy and Mineral Impact Assistance Program in the amount of $475,025.00.

NOW, THEREFORE, the Board of County Commissioners of Gunnison County, Colorado and Oxbow in consideration for the mutual covenants contained herein as follows;

1) Oxbow agrees to implement the work program under the Energy and Mineral Impact Assistance Program, which will result in the construction of a new Water Treatment Plant, Intake Gallery refurbishment and Water Storage Tank inspection and cleaning, which will serve the needs of the Somerset community. The work program under the Energy and Mineral Impact Assistance Program is attached as Exhibit A and the actual contract between Gunnison County and the Department of Local Affairs (DOLA) is attached as Exhibit B.
2) Oxbow agrees to maintain financial records relative to the project including copies of all contracts, invoices, and change orders directly related to the project.
3) Oxbow agrees that the total value of this agreement is $525,025.00 (inclusive of a $50,000.00 Gunnison County contribution, a $375,025.00 DOLA grant, and a $100,000.00 DOLA loan) and will be distributed on a reimbursement basis to Oxbow upon submission of payment requests to the County together with all appropriate documentation.
4) Oxbow agrees to seek transfer of ownership of the Water Treatment Plant and related facilities to the Somerset Water District upon completion of construction, with the intent

being that one unit is transferred during active mine operations and the entire system at cessation of operations.

5) Oxbow agrees to enter into a management agreement with the Somerset Water District for the operation and maintenance of the Water Treatment Plant and related facilities.
6) Gunnison County agrees to reimburse Oxbow for all expenses under this Agreement up to the total value of the Agreement

The term of the agreement shall begin on October 15, 2003 and end December 31, 2004.

The Board of County Commissioners of Gunnison County, Colorado designates the Gunnison County Chief Executive Officer as the Administrator for this agreement, and all questions in regard to this agreement should be referred to that person.

Oxbow agrees to defend, indemnify and hold harmless the Board of County Commissioners of Gunnison County, Colorado, and Gunnison County officers and employees, from and against any and all claims or actions for injury to persons or damage to property arising from activities associated with Oxbow's actions on the subject water treatment project per this agreement. Nothing in this Memorandum of Agreement is or shall be construed to be a waiver of Governmental Immunity by the Board of County Commissioners of Gunnison County, Colorado.

The relationship between the Board of County Commissioners of Gunnison County, Colorado and Oxbow is that of donor and donee, respectively. Oxbow is not an agent of the Board of County Commissioner of Gunnison County, Colorado, and the Board of County Commissioners of Gunnison County, Colorado is not responsible for the acts or omissions of Oxbow its officers, employees or agents.

Oxbow agrees to submit a final project report in a form and format to be prescribed by the Administrator of the agreement within 60 days of full execution of this agreement.

Any deviation from this agreement must be submitted for approval to the Administrator of the agreement prior to its occurrence.

The total value of this agreement is $525,025.00 (Five Hundred Twenty Five Thousand Twenty Five Dollars and no cents).

Board of County Commissioners of Gunnison County,Colorado	Oxbow Mining, LLC
_____	_____
Fred Field, Chairperson	James T. Cooper, Executive Vice President
_____	
Jim Starr, Commissioner	Attest:
_____	_____

Perry Anderson, Commissioner Deputy Clerk and Recorder

Exhibit A (For Use by State)

STATE OF COLORADO
Department of Local Affairs
Energy and Mineral Impact Assistance Program Application
Public Facilities/Public Services/Community Development Projects

A. GENERAL AND SUMMARY INFORMATION

1. Name/Title of Proposed Project: Somerset Water System
2. Applicant: Gunnison County
3. Chief Elected Official
   Name: Fred Field Title: Chairperson, Board of County Commissioners
   Mailing Address: 200 E. Virginia, Gunnison, Colorado Phone: 970-641-0248

4. Designated Contact Person for the Application:
   Name: John DeVore Title: County Manager
   Mailing Address: 200 E. Virginia, Gunnison, Colorado Phone: 970-641-0248
5. Amount requested: $485,025. Does the applicant jurisdiction have the ability to receive and spend state grant funds under TABOR spending limitations? Yes.

6. Brief Description of Proposed Project:
   Historically, the original and subsequent operators of the underground coal mine located near the small community of Somerset, Colorado have the obligation to provide treated domestic water to residents of the Somerset community. The Oxbow Mine holds both the domestic and industrial-use water rights on the North Fork of the Gunnison River and serves as the public water supplier for the unincorporated town of Somerset. The Somerset Water District operates the distribution system and purchases the water from Oxbow Mine. In August of 2001 it was noted that treated water was turbid after a major storm event. An examination of the infiltration gallery surface revealed at least one location that indicated the occurrence of "preferential or pipe flow" of the surface recharge water through the infiltration media. As documented in a notice from the state, the results of the state required MPA test indicated the influence of surface water. This situation resulted in the domestic water not being in compliance with state regulations. The Oxbow mine has been working with the State Health Department in developing a plan of action to bring the system back into compliance. The Oxbow mine engaged Western Water & Land, Inc. to conduct an assessment of the system and recommend a solution to the problem, which will result in the system being in compliance with the State regulations. (See Attachment A) Western Water & Land's study indicated a number of possible water supply and treatment alternatives. The preferred alternative is the continued use of the gallery as the water supply structure, which requires the

refurbishment of the upper infiltration media to reduce the occurrence of influence of surface water. The original plan called for the construction of a water treatment improvement system adjacent to the existing infiltration gallery and pump house, however the 100-Year Flood Limit Study indicates that the 100-year flood event will inundate the ground surface up to the base of the pump house. To minimize the risk to the water treatment system the preferred alternative proposes to install the water treatment improvement system on the north side of Highway 133 at the interface of the mountain slope and the main access road to the Sanborn Creek Mine portal. The distribution system has had a history of major leaks. In 1997 the Gunnison County and the Oxbow Mine began working with the Somerset Domestic Waterworks District Board to correct the problems. This resulted in a financial partnership to install water meters. This project enabled the District to identify the leaks in the system as well as being able to bill the users for actual usage. All major leaks have been repaired and the meters have resulted in more conservative use.

7. a. Local Priority: 1
   b. What is the composition of the countywide impact team? County Commissioners, energy/industry representation, municipalities. Gunnison County does not have a countywide impact team; we discuss our various projects with all the municipalities to make sure everyone is supportive of the direction we are headed.

B. DEMOGRAPHIC AND FINACIAL INFORMATION.

1. a. What was the 1990 Census population of the applicant jurisdiction? 10,910
   b. What is the current estimated population for the applicant jurisdiction? 14,033 (Current most recent lottery distribution estimate is acceptable) What is the source of the estimate? 2000 U.S. Census extrapolated to July 2001 by the State Demographers Office.

   c. What is the population projection for the applicant in 5 years? 15,549 What is the source of the projection? State Demographer.

2. Financial Information
   (Provide for all municipalities, counties, and districts directly participating in the application and for any entity on whose behalf the application is being submitted: Attach additional Sheets if necessary.)

	Gunnison County	
a. Assessed Valuation Year 2002	$366,225,770	
b. Mill Levy/Annual Revenue	13.049	$4,832,789
c. Overlapping Mill Levy	46.223	
d. Sales Tax Rate(%)/Annual Revenue	1.00%	$1,129,600
e. Long-term Debt. By Type/Amount	See Attachment B	

f. Annual Budget General Fund

Total Year 2003	$7,210,230
Carry Forward as of 1/1/03	$1,875,754

BUDGET &
INFORMATION
1. Project Budget &
Funding Sources

Project Funding

	Total Cost	**Impact Assistance**	**Other Funds Requested or Committed Committed**	**Status**
Project Activities				
Alternatives Analysis	$39,100	$-0-	39,100	Oxbow MIne
Water Treatment Plant	$48,100	$11,000	$37,100	Oxbow Mine
1. Design application	$184,000	$134,000	$ $50,000	Gunnison County
2. Treatment System	$198,500	$198,500		
3. Engineering and Construction				
Water Intake Gallery	$ 55,800	$55,800		
Water Storage Tank	$ 6,000	$ 6,000		
15% Contingency	$ 69,725	$69,725		
Total Cost	$601,225	$475,025	$126,200	

D. Relationship to Energy/Mineral Impact: The statutory purpose to the Energy and Mineral Impact Assistance program is to provide financial assistance to "political subdivisions socially or economically impacted by the development processing or energy conversion of minerals and mineral fuels. This section of the application is intended to provide an opportunity for the applicant to describe its energy/mineral impacts, both direct and indirect, and the relationship of application to those impacts.

1. Explain how this project is directly or indirectly related to energy/mineral impacts, including whether it mitigates any adverse impacts. Somerset is directly impacted by the operations of the Oxbow mine. The main entry to the mine as well as the load out facility are located in the middle of Somerset. The town site was originally owned by the mining company but now the homes are privately owned. There are currently 54 homes occupied in the town site. Over the past several years, Gunnison County has expended over two million dollars in rebuilding County Road 3, which provides access to the Marble area. During fiscal year 2001 $425,000 was expended in this area because of the impact of the Yule Marble Quarry. The changes in shipping have created the need for semi-trucks to come into Marble from Highway 133 to pick up the product. Gunnison County is also a financial partner with the North Fork Coal working group in addressing the down stream railroad safety issues. This partnership requires the expenditure of funds to address this issue, which could be expended elsewhere if this problem did not exist. Gunnison County also has 1 and ¾ FTE's stationed full time in Somerset and 2 full time FTE's stationed in Marble who work for the Public Works Department and 1 full time FTE stationed in Somerset who works for the Sheriff's Department.

2. a. What energy/mineral impacts are being experienced by the applicant? As was stated in number one, the Oxbow mining operation is in the town site of Somerset.

b.What types and amounts of local funds and resources are being used by the applicant to address direct energy/mineral impacts? $425,000 was expended in Sales Tax funds during 2001 in the rebuilding of County Road 3. Gunnison County also contributed $75,000 in sales tax funds to the North Coal working group for railroad safety improvements in 2001 and 2002, and has budgeted an additional $75,000 in sales tax funds for 2003. Gunnison County has also financially participated in assisting with the improvements to the water distribution system in Somerset. Gunnison County also operates the sewer system, which serves 22 homes in Somerset.

3. List energy/mineral activities (past, present and future) affecting the applicant. Be as specific as possible by listing company names, location, production levels employment levels, etc. Include not only production projects but also processing transmission.

Currently there are three. Oxbow mine operating in Somerset is currently producing approximately 4 million tons of coal per year which is shipped by rail. This facility is back to full production after experiencing two problems. A fire shut down the operation approximately a year and a half ago and they have had a methane problem shortly after. This facility currently employ's approximately 170. The West Elk mine had a fire in 2000 and also had a methane problem this year. They currently employ 350 and have a payroll of about $25 million annually. While their production was down to about 25 to 35 percent of capacity during the methane problem, they are now back to about 75 to 80 percent of capacity since they did the boreholes. Although this current situation has been mitigated, they need to obtain the appropriate approvals from the Forest Service in order to drill the GOB boreholes in the next area to be mined. These holes need to be in place before the end of December in order to provide for a smooth transition with no loss of production. If the methane problem is controlled they will be back to full production. This facility is permitted for 8.5 million tons annually, but anticipate that their production will probably be in the 5.5 million-ton range for the foreseeable future. The Yule Marble

Quarry has had a difficult history. Sierra Minerals took over the operation approximately two years ago. They are now in production and are expanding their markets. Although this facility does not employee a lot of people it is the only significant employer in the Marble area as well as being a significant tourist attraction because of its history.

4. Are energy/mineral companies that impact the applicant jurisdiction aware of and supportive of this request? Yes_X____ No_____ Attach supporting documentation when appropriate.

E. OTHER PROJECT INFORMATION

1. Why is the project needed? Oxbow Mine is responsible for supplying the domestic water to the town site of Somerset. The system is currently out of compliance with State Heath Department regulations. The water district is responsible for the distribution of the water. The Oxbow does not have the ability to pass the cost of improvements to the end users.

2. How were the cost estimates arrived at? Western Land & Water developed the cost estimates for the project. Have preliminary architectural/engineering studies been completed? Yes. What additional design work must still be completed? None.

3. a. Describe local commitment to the project, including local fees or regulations altered to ensure project success, local taxing efforts to address continuing development and maintenance needs, and local citizen support. Describe any in-kind contributions by type and value in support of this project. As discussed previously both Gunnison County and the Oxbow Mine are contributing hard dollars towards this project as well as in the case of Oxbow, significant staff time. Also the Oxbow has covered the cost of all the studies and engineering services to date. The hard dollar contribution by Oxbow does not include personnel expenses, land value, value of water or other existing system components. b. Was the cash value of the in-kind contributions calculated into the Project Budget? NO

4. What other funding alternatives have been explored? None. Between the Oxbow and West Elk mining operations a little over 1.4 million dollars were contributed to the Energy Impact Fund in 2002.

5. Has the applicant jurisdiction been subject to any refund under TABOR or statutory tax limitations? No. Has the applicant sought voter approval to keep revenues above fiscal spending limits? Yes. In 1996 the voters approved removing the TABOR limits on everything but property tax revenues. In 2000, the voters approved removing the TABOR limit on property taxes.

6. If applicant jurisdiction is classified as an enterprise under TABOR, will acceptance of a state grant affect this status? N/A

7. If the project is funded, what on-going operational obligations will be incurred? Oxbow will continue to have the responsibility to provide domestic water to the town site of Somerset. What is the applicant's plan for addressing these additional costs? N/A.

8. When do you expect the project to start? August or September of 2003. When will it be completed? October or November 2003.

9. Indicate below whether any of the proposed activities: Will be undertaken in flood hazard areas. List flood plain maps/studies reviewed in reaching this conclusion. Describe alternatives considered and mitigation proposed. N/A

b. Will affect historical, archeological or cultural resources, or be undertaken in geological hazard area? No.

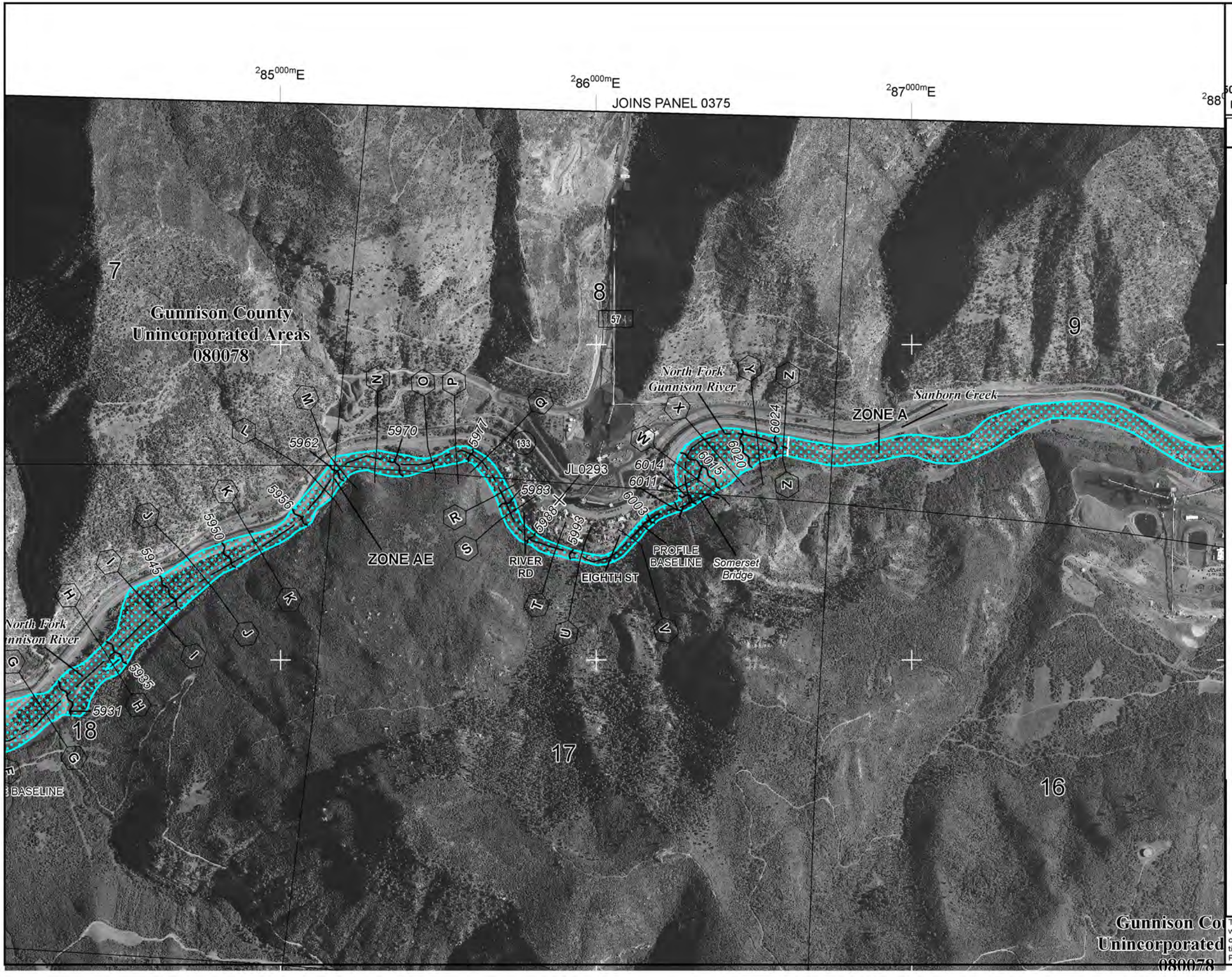
c. Create or fail to address any other related public health or safety concerns. NO.

To the best of my knowledge and belief, the statements and data in this application are true and correct.

_____

Signature, Chief Elected Official
Fred Field
Chairperson, Board of County Commissioners

APPENDIX E
FEMA FIRM
WETLANDS MAP
USGS TOPO MAP
NRCS SOILS MAP



MAP SCALE 1" = 1000'

500 0 1000 2000 FEET

METERS

NATIONAL FLOOD INSURANCE PROGRAM

NFIP

PANEL 0365D

FIRM

FLOOD INSURANCE RATE MAP

GUNNISON COUNTY, COLORADO AND INCORPORATED AREAS

PANEL 365 OF 1975

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GUNNISON COUNTY, UNINCORPORATED AREAS	080078	0365	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
08051C0365D

EFFECTIVE DATE
MAY 16, 2013

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

U.S. Fish and Wildlife Service
National Wetlands Inventory

Somerset Area Wetlands



July 10, 2017

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

The National Map US Topo

SOMERSET QUADRANGLE
COLORADO-GUNNISON CO.
7.5-MINUTE SERIES

107°30' 84000mE 85 86 27'30" 88 89 90 25' 91 92 2 460 000FEET 93 94 107°22'30"
39°00' 1 430 000 FEET
43 19000mN 18 17 16 57'30" 15 14 13 12 11 10 09 08 1 390000 FEET 07 06
38°52'30" 84 85 2 440 000FEET 87 88 89 90 25' 91 92 93000mE 107°22'30"

Hall Reservoir
Buck Mesa
Bear Cr
Springhouse Park
Buzzard Cr
Deadman Gulch
Elk Cr
Fire Mtn
GUNNISON NATIONAL FOREST
Buck Mesa Trail
The Narrows
Thompson Cr
Thousand Acre Flats
Thousand Acre Flat Trail
Sanborn Cr
Beaver Cr
Hawksnest Cr
CO RD 57
Somerset
Somerset Cem
OLD HWY 133
Coal Gulch
North Fork Gunnison River
Raven Gulch
Sylvester Gulch
Box Canyon
Raven Mesa
BOWIE RD
Gribble Gulch
Lone Pine Gulch
Rav 1 Spur Trail
Deep Cr
W Flatiron
Muddy Fork
W Flat Iron Trail
E Flatiron Trail
E Flatiron
Minnesota Reservoir
Horse Gulch
Pond Gulch
Slide Gulch
Dry Fork Minnesota Cr
CO RD 711
Dry Fork Minnesota Cr

Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid: Universal Transverse Mercator, Zone 13S
10 000-foot ticks: Colorado Coordinate System of 1983 (central zone)

This map is not a legal document. Boundaries may be generalized for this map scale. Private lands within government reservations may not be shown. Obtain permission before entering private lands.

Imagery.....NAIP, September 2013
Roads.....U.S. Census Bureau, 2015 - 2016
Roads within US Forest Service Lands.....FSTopo Data with limited Forest Service updates, 2012 - 2016
Names.....GNIS, 2016
Hydrography.....National Hydrography Dataset, 2013
Contours.....National Elevation Dataset, 2005
Boundaries.....Multiple sources; see metadata file 1972 - 2016
Public Land Survey System.....BLM, 2011
Wetlands.....FWS National Wetlands Inventory 1977 - 2014

MN
GN
9° 32' 169 MILS
1° 32' 27 MILS
UTM GRID AND 2016 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

U.S. National Grid
100,000-m Square ID
BD
Grid Zone Designation
13S

SCALE 1:24 000
1 0.5 0 KILOMETERS 1 2
1000 500 0 METERS 1000 2000
1 0.5 0 1 MILES
1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 FEET

CONTOUR INTERVAL 40 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with the National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is draft version 0.6.19

COLORADO
QUADRANGLE LOCATION

1	2	3
4		5
6	7	8

ADJOINING QUADRANGLES
1 Electric Mountain
2 Bull Mountain
3 Chair Mountain
4 Bowie
5 Paonia Reservoir
6 Paonia
7 Minnesota Pass
8 West Beckwith Mountain

ROAD CLASSIFICATION
Expressway
Secondary Hwy
Ramp
Local Connector
Local Road
4WD
Interstate Route
US Route
State Route
FS Primary Route
FS Passenger Route
FS High Clearance Route

Check with local Forest Service unit for current travel conditions and restrictions.

SOMERSET, CO
2016

NSN 7643016359784
NGA REF NO. USGSX24K20259

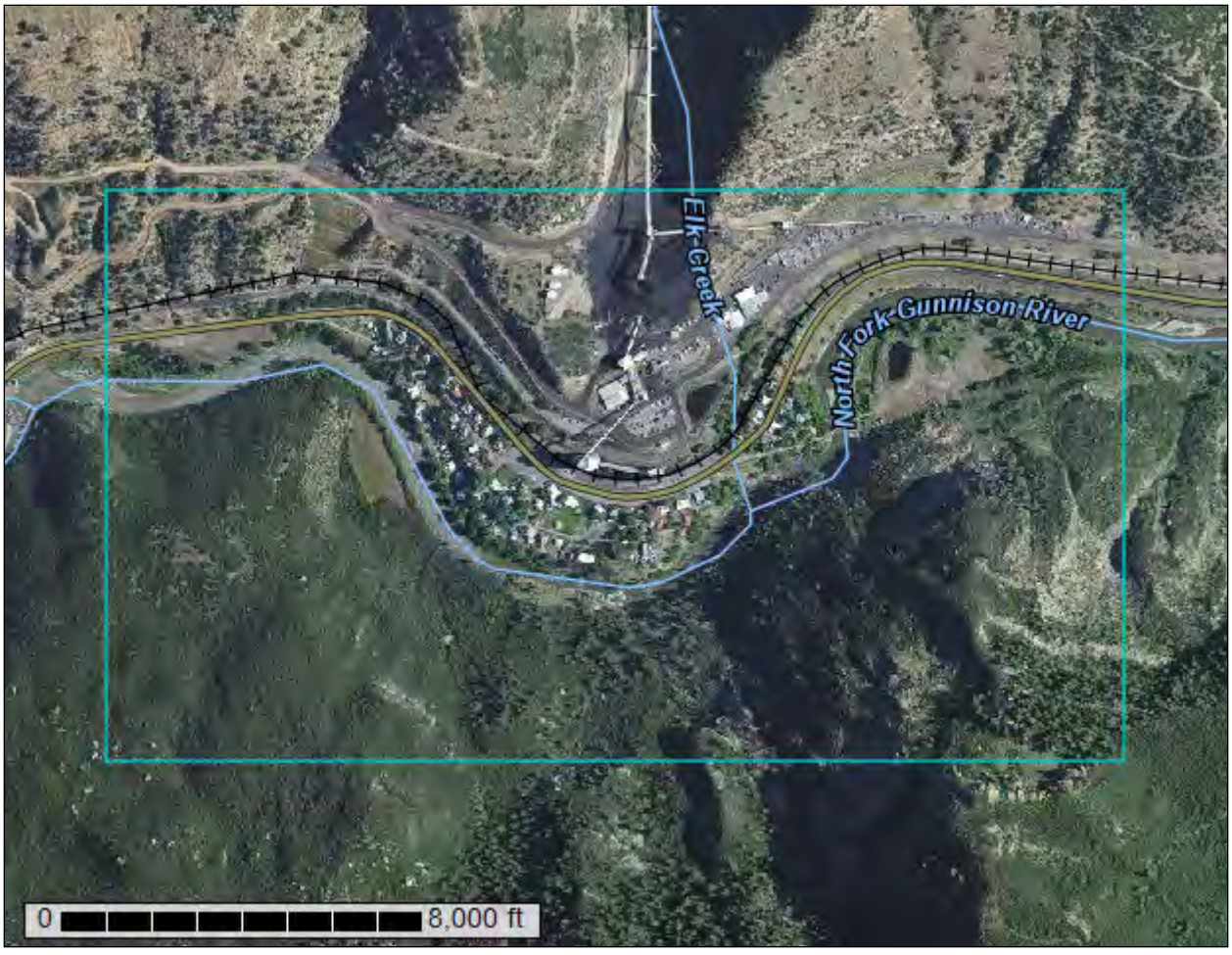
United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Paonia Area, Colorado, Parts of Delta, Gunnison, and Montrose Counties



July 10, 2017

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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13—Beenom-Absarokee association, 20 to 60 percent slopes.....16
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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

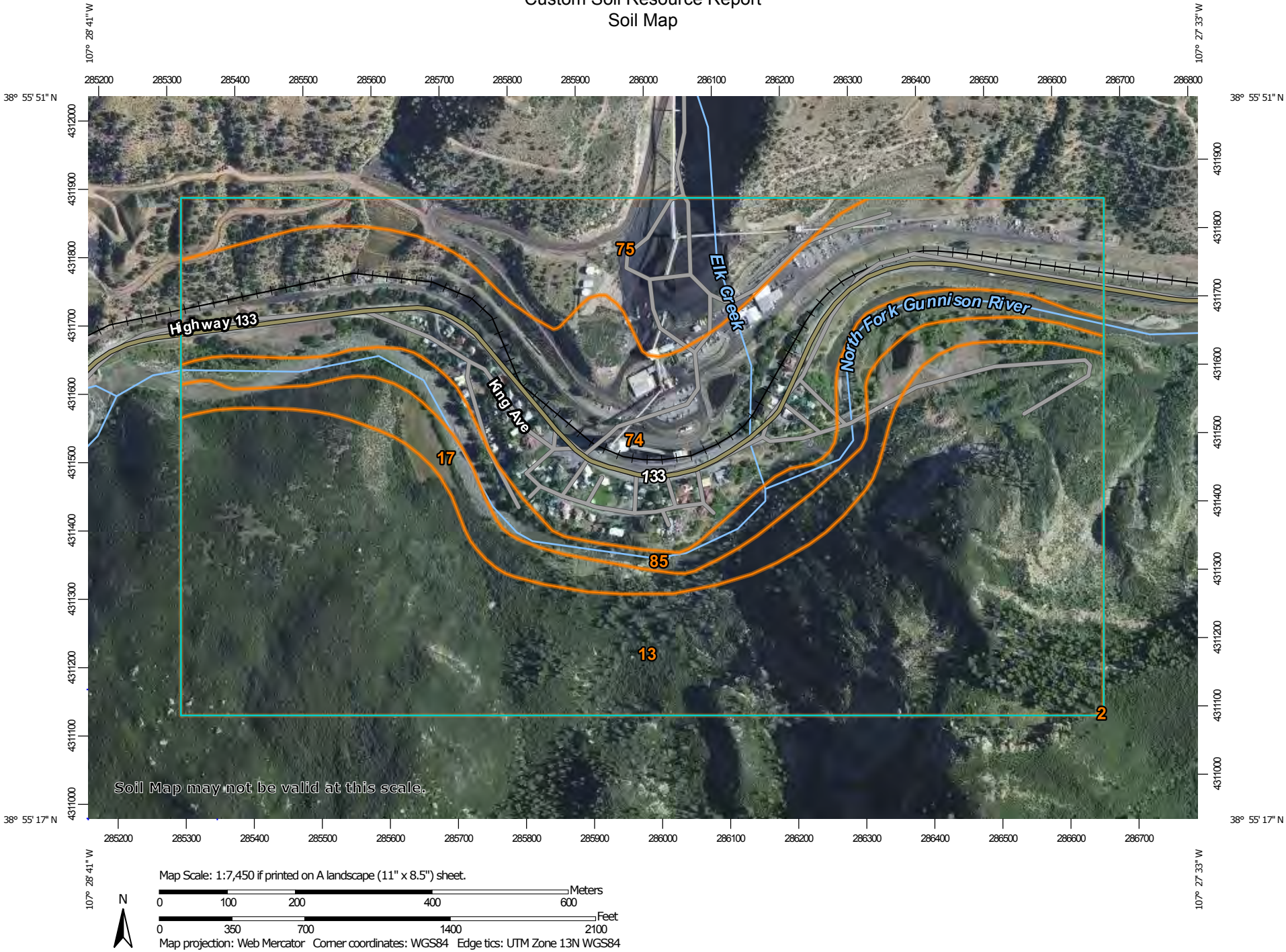
After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:7,450 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 100 200 400 600

Feet: 0 350 700 1400 2100

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Paonia Area, Colorado, Parts of Delta, Gunnison, and Montrose Counties
Survey Area Data: Version 9, Sep 23, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 7, 2011—Aug 8, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND

MAP INFORMATION

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Paonia Area, Colorado, Parts of Delta, Gunnison, and Montrose Counties (CO679)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
2	Absarokee-Work loams, 6 to 25 percent slopes	0.0	0.0%
13	Beenom-Absarokee association, 20 to 60 percent slopes	118.9	46.7%
17	Breece loam, 1 to 6 percent slopes	18.3	7.2%
74	Torriorthents-Haplargids complex, very stony	73.5	28.9%
75	Torriorthents-Rock outcrop, sandstone, complex	27.1	10.7%
85	Water	16.9	6.6%
Totals for Area of Interest		**254.8**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not

mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Paonia Area, Colorado, Parts of Delta, Gunnison, and Montrose Counties

2—Absarokee-Work loams, 6 to 25 percent slopes

Map Unit Setting

National map unit symbol: jnr6
Elevation: 6,800 to 8,500 feet
Farmland classification: Not prime farmland

Map Unit Composition

Work and similar soils: 40 percent
Absarokee and similar soils: 40 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Work

Setting

Landform: Valley sides
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Material weathered sandstone

Typical profile

H1 - 0 to 6 inches: loam
H2 - 6 to 13 inches: clay loam
H3 - 13 to 28 inches: clay
H4 - 28 to 39 inches: clay
H5 - 39 to 60 inches: channery loam

Properties and qualities

Slope: 6 to 25 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 15 percent
Available water storage in profile: Moderate (about 8.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: C
Ecological site: Deep Clay Loam (R048AY247CO)
Hydric soil rating: No

Description of Absarokee

Setting

Landform: Valley sides
Down-slope shape: Linear

Across-slope shape: Linear
Parent material: Weathered from sandstone

Typical profile

H1 - 0 to 7 inches: loam
H2 - 7 to 13 inches: clay loam
H3 - 13 to 25 inches: clay
H4 - 25 to 30 inches: channery clay loam
H5 - 30 to 34 inches: unweathered bedrock

Properties and qualities

Slope: 6 to 25 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 10 percent
Available water storage in profile: Low (about 4.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: D
Ecological site: Brushy Loam (R048AY238CO)
Hydric soil rating: No

Minor Components

Progresso

Percent of map unit:
Hydric soil rating: No

Kech

Percent of map unit:
Hydric soil rating: No

Potts

Percent of map unit:
Hydric soil rating: No

Beehom

Percent of map unit:
Hydric soil rating: No

Fluvents, flooded

Percent of map unit:
Hydric soil rating: No

13—Beenom-Absarokee association, 20 to 60 percent slopes

Map Unit Setting

National map unit symbol: jnqz
Elevation: 6,800 to 8,300 feet
Farmland classification: Not prime farmland

Map Unit Composition

Beenom and similar soils: 50 percent
Absarokee and similar soils: 30 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Beenom

Setting

Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Weathered in place sandstone and shale

Typical profile

H1 - 0 to 4 inches: loam
H2 - 4 to 9 inches: clay loam
H3 - 9 to 14 inches: channery loam
H4 - 14 to 18 inches: unweathered bedrock

Properties and qualities

Slope: 20 to 60 percent
Depth to restrictive feature: 10 to 20 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 5 percent
Available water storage in profile: Very low (about 2.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: D
Ecological site: Rocky Loam (R048AY229CO)
Hydric soil rating: No

Description of Absarokee

Setting

Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Weathered from sandstone

Typical profile

H1 - 0 to 7 inches: loam
H2 - 7 to 13 inches: clay loam
H3 - 13 to 25 inches: clay
H4 - 25 to 30 inches: channery clay loam
H5 - 30 to 34 inches: unweathered bedrock

Properties and qualities

Slope: 20 to 60 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 10 percent
Available water storage in profile: Low (about 4.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: D
Ecological site: Brushy Loam (R048AY238CO)
Hydric soil rating: No

Minor Components

Work

Percent of map unit:
Hydric soil rating: No

Kech

Percent of map unit:
Hydric soil rating: No

Progresso

Percent of map unit:
Hydric soil rating: No

17—Breece loam, 1 to 6 percent slopes

Map Unit Setting

National map unit symbol: jnr3
Elevation: 6,000 to 7,500 feet
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Breece and similar soils: 85 percent
Minor components: 2 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Breece

Setting

Landform: Alluvial fans, flood plains, stream terraces
Landform position (three-dimensional): Tread
Down-slope shape: Concave, linear
Across-slope shape: Linear
Parent material: Alluvium

Typical profile

H1 - 0 to 19 inches: loam
H2 - 19 to 30 inches: sandy loam
H3 - 30 to 60 inches: sandy loam

Properties and qualities

Slope: 1 to 6 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 6.00 in/hr)
Depth to water table: About 36 to 72 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Moderate (about 7.6 inches)

Interpretive groups

Land capability classification (irrigated): 4c
Land capability classification (nonirrigated): 4c
Hydrologic Soil Group: A
Ecological site: Mountain Swale (R048AY245CO)
Hydric soil rating: No

Minor Components

Wet alluvial land

Percent of map unit: 2 percent

Landform: Alluvial flats
Hydric soil rating: Yes

Curecanti

Percent of map unit:
Hydric soil rating: No

Fughes

Percent of map unit:
Hydric soil rating: No

74—Torriorthents-Haplargids complex, very stony

Map Unit Setting

National map unit symbol: jnt4
Elevation: 4,500 to 7,000 feet
Mean annual precipitation: 7 to 13 inches
Mean annual air temperature: 48 to 54 degrees F
Frost-free period: 80 to 180 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Torriorthents, very stony, and similar soils: 55 percent
Haplargids, very stony, and similar soils: 40 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Torriorthents, Very Stony

Setting

Landform: Fans, valleys
Down-slope shape: Concave, linear
Across-slope shape: Linear
Parent material: Locally transported stony residuum

Typical profile

H1 - 0 to 4 inches: very stony sandy loam
H2 - 4 to 31 inches: very stony loam
H3 - 31 to 60 inches: very stony sandy loam

Properties and qualities

Slope: 3 to 12 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.20 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 15 percent
Available water storage in profile: Low (about 4.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: B
Hydric soil rating: No

Description of Haplargids, Very Stony

Setting

Landform: Fans, valleys
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Locally transported stony residuum

Typical profile

H1 - 0 to 4 inches: very stony loam
H2 - 4 to 14 inches: very stony loam
H3 - 14 to 60 inches: extremely stony loam

Properties and qualities

Slope: 6 to 12 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.20 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 10 percent
Available water storage in profile: Low (about 3.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: B
Hydric soil rating: No

Minor Components

Fluvents

Percent of map unit:
Hydric soil rating: No

75—Torriorthents-Rock outcrop, sandstone, complex

Map Unit Setting

National map unit symbol: jnt5
Elevation: 4,800 to 7,000 feet
Mean annual precipitation: 7 to 13 inches

Mean annual air temperature: 50 to 54 degrees F
Frost-free period: 80 to 140 days
Farmland classification: Not prime farmland

Map Unit Composition

Torriorthents and similar soils: 60 percent
Rock outcrop: 30 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Torriorthents

Setting

Landform: Mountains
Landform position (two-dimensional): Footslope, backslope
Landform position (three-dimensional): Mountainflank
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Stony loamy rockfall deposits

Typical profile

H1 - 0 to 4 inches: very stony loam
H2 - 4 to 31 inches: very stony sandy loam
H3 - 31 to 35 inches: unweathered bedrock

Properties and qualities

Slope: 20 to 50 percent
Depth to restrictive feature: 10 to 70 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 15 percent
Available water storage in profile: Very low (about 2.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: C
Hydric soil rating: No

Description of Rock Outcrop

Setting

Landform: Mountains
Landform position (two-dimensional): Footslope, backslope
Landform position (three-dimensional): Free face
Down-slope shape: Linear
Across-slope shape: Linear

Typical profile

H1 - 0 to 60 inches: unweathered bedrock

Properties and qualities

Slope: 35 to 70 percent
Depth to restrictive feature: 0 inches to lithic bedrock

Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.03 in/hr)
Available water storage in profile: Very low (about 0.0 inches)

Interpretive groups
Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8s
Hydric soil rating: No

Minor Components

Progresso
Percent of map unit:
Hydric soil rating: No

Fluvents
Percent of map unit:
Hydric soil rating: No

Kech
Percent of map unit:
Hydric soil rating: No

85—Water

Map Unit Composition
Water: 95 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Minor Components

Aquolls
Percent of map unit: 5 percent
Landform: Marshes
Hydric soil rating: Yes

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APPENDIX F
RAW WATER DATA

Green Analytical Laboratories

75 Suttle Street
Durango, CO 81303
970.247.4220 Phone
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29 August 2016

Somerset

Sue McKenna
Somerset Domestic Water Works
PO Box 549
Somerset, CO 81434

RE: Comp. THM/HAA

Enclosed are the results of analyses for samples received by the laboratory on 08/09/16 15:30.
If you need any further assistance, please feel free to contact me.

Sincerely,

Debbie Zufelt

Debbie Zufelt
Reports Manager

All accredited analytes contained in this report are denoted by an asterisk (*). For a complete list of accredited analytes please do not hesitate to contact us via any of the contact information contained in this report. All of our certifications can be viewed at http://greenanalytical.com/certifications/

Green Analytical Laboratories is NELAP accredited through the Texas Commission on Environmental Quality. Accreditation applies to drinking water and non-potable water matrices for trace metals and a variety of inorganic parameters. Green Analytical Laboratories is also accredited through the Colorado Department of Public Health and Environment and EPA region 8 for trace metals, Cyanide, Fluoride, Nitrate, and Nitrite in drinking water.

Our affiliate laboratory, Cardinal Laboratories, is also NELAP accredited through the Texas Commission on Environmental Quality for a variety of organic constituents in drinking water, non-potable water and solid matrices. Cardinal is also accredited for regulated VOCs, TTHM, and HAA-5 in drinking water through the Colorado Department of Public Health and Environment and EPA region 8.

Green Analytical Laboratories
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Somerset Domestic Water Works	Project: Comp. THM/HAA	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Sue McKenna	08/29/16 17:24

DBP001
CO0126715

1608093-01 (Water)

Analyte	Result	RL	MDL	Units	Dilution	Analyzed	Method	Notes	Analyst
Subcontracted -- **Cardinal Laboratories**									
Haloacetic Acids by GC/ECD									
Monochloroacetic Acid*	**3.6**	1.0	0.4	ug/L	1	08/26/16	552.2		CK
Monobromoacetic Acid*	**1.0**	1.0	0.3	ug/L	1	08/26/16	552.2		CK
Dichloroacetic Acid*	**12.5**	1.0	0.2	ug/L	1	08/26/16	552.2		CK
Trichloroacetic Acid*	**9.7**	1.0	0.4	ug/L	1	08/26/16	552.2		CK
Dibromoacetic Acid*	**5.5**	1.0	0.4	ug/L	1	08/26/16	552.2		CK
Total HAA5s*	**32.3**	5.0	1.8	ug/L	1	08/26/16	552.2		CK
Surrogate: 2,3-Dibromopropionic Acid			*121 %*	*70-130*		*08/26/16*	*552.2*		CK
VOLATILES BY GC/MS									
Chloroform	**25.0**	0.500	0.165	ug/L	1	08/12/16	524.2		MS
Bromodichloromethane	**25.3**	0.500	0.324	ug/L	1	08/12/16	524.2		MS
Dibromochloromethane	**16.7**	0.500	0.134	ug/L	1	08/12/16	524.2		MS
Bromoform	**2.83**	0.500	0.204	ug/L	1	08/12/16	524.2		MS
TTHMs*	**69.9**	2.00	0.827	ug/L	1	08/12/16	524.2		MS
Surrogate: Dibromofluoromethane			*105 %*	*70-130*		*08/12/16*	*524.2*		MS
Surrogate: Toluene-d8			*102 %*	*70-130*		*08/12/16*	*524.2*		MS
Surrogate: 4-Bromofluorobenzene			*94.8 %*	*70-130*		*08/12/16*	*524.2*		MS

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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www.GreenAnalytical.com

Somerset Domestic Water Works	Project: Comp. THM/HAA	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Sue McKenna	08/29/16 17:24

Haloacetic Acids by GC/ECD - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 6081604 - Solvent Extraction										
Blank (6081604-BLK1)				Prepared: 08/18/16 Analyzed: 08/26/16						
Surrogate: 2,3-Dibromopropionic Acid	*4.01*		ug/L	*5.00*		*80.2*	*70-130*			
Dibromoacetic Acid	ND	1.0	ug/L							
Dichloroacetic Acid	ND	1.0	ug/L							
Monobromoacetic Acid	ND	1.0	ug/L							
Monochloroacetic Acid	ND	1.0	ug/L							
Total HAA5s	ND	5.0	ug/L							
Trichloroacetic Acid	ND	1.0	ug/L							
LCS (6081604-BS1)				Prepared: 08/18/16 Analyzed: 08/26/16						
Surrogate: 2,3-Dibromopropionic Acid	*6.81*		ug/L	*5.00*		*136*	*70-130*			
Dibromoacetic Acid	21.1	1.0	ug/L	20.0		105	70-130			
Dichloroacetic Acid	18.5	1.0	ug/L	20.0		92.7	70-130			
Monobromoacetic Acid	18.8	1.0	ug/L	20.0		94.0	70-130			
Monochloroacetic Acid	17.4	1.0	ug/L	20.0		87.2	70-130			
Total HAA5s	95.8	5.0	ug/L	100		95.8	70-130			
Trichloroacetic Acid	19.9	1.0	ug/L	20.0		99.5	70-130			
LCS Dup (6081604-BSD1)				Prepared: 08/18/16 Analyzed: 08/26/16						
Surrogate: 2,3-Dibromopropionic Acid	*6.97*		ug/L	*5.00*		*139*	*70-130*			
Dibromoacetic Acid	21.3	1.0	ug/L	20.0		106	70-130	0.926	20	
Dichloroacetic Acid	17.7	1.0	ug/L	20.0		88.5	70-130	4.61	20	
Monobromoacetic Acid	19.2	1.0	ug/L	20.0		95.9	70-130	1.92	20	
Monochloroacetic Acid	17.2	1.0	ug/L	20.0		86.0	70-130	1.37	20	
Total HAA5s	95.7	5.0	ug/L	100		95.7	70-130	0.111	20	
Trichloroacetic Acid	20.3	1.0	ug/L	20.0		102	70-130	2.02	20	

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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www.GreenAnalytical.com

Somerset Domestic Water Works	Project: Comp. THM/HAA	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Sue McKenna	08/29/16 17:24

VOLATILES BY GC/MS - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 6081209 - Volatiles										
Blank (6081209-BLK1)			Prepared & Analyzed: 08/12/16							
Surrogate: 4-Bromofluorobenzene	*9.50*		ug/L	*10.0*		*95.0*	*70-130*			
Bromodichloromethane	ND	0.500	ug/L							
Bromoform	ND	0.500	ug/L							
Chloroform	ND	0.500	ug/L							
Dibromochloromethane	ND	0.500	ug/L							
Surrogate: Dibromofluoromethane	*10.0*		ug/L	*10.0*		*100*	*70-130*			
Surrogate: Toluene-d8	*10.4*		ug/L	*10.0*		*104*	*70-130*			
TTHMs	ND	2.00	ug/L							
LCS (6081209-BS1)			Prepared & Analyzed: 08/12/16							
Surrogate: 4-Bromofluorobenzene	*10.5*		ug/L	*10.0*		*105*	*70-130*			
Bromodichloromethane	18.2	0.500	ug/L	20.0		90.8	70-130			
Bromoform	19.3	0.500	ug/L	20.0		96.4	70-130			
Chloroform	17.7	0.500	ug/L	20.0		88.6	70-130			
Dibromochloromethane	17.7	0.500	ug/L	20.0		88.6	70-130			
Surrogate: Dibromofluoromethane	*9.46*		ug/L	*10.0*		*94.6*	*70-130*			
Surrogate: Toluene-d8	*10.2*		ug/L	*10.0*		*102*	*70-130*			
TTHMs	72.9	2.00	ug/L	80.0		91.1	70-130			
LCS Dup (6081209-BSD1)			Prepared & Analyzed: 08/12/16							
Surrogate: 4-Bromofluorobenzene	*10.1*		ug/L	*10.0*		*101*	*70-130*			
Bromodichloromethane	18.4	0.500	ug/L	20.0		92.2	70-130	1.64	20	
Bromoform	19.3	0.500	ug/L	20.0		96.6	70-130	0.259	20	
Chloroform	17.8	0.500	ug/L	20.0		88.8	70-130	0.113	20	
Dibromochloromethane	17.6	0.500	ug/L	20.0		87.8	70-130	0.851	20	
Surrogate: Dibromofluoromethane	*9.73*		ug/L	*10.0*		*97.3*	*70-130*			
Surrogate: Toluene-d8	*10.2*		ug/L	*10.0*		*102*	*70-130*			
TTHMs	73.1	2.00	ug/L	80.0		91.4	70-130	0.301	20	

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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Green Analytical Laboratories

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www.greenanalytical.com

Somerset

16 November 2016

Sue McKenna
Somerset Domestic Water Works
PO Box 549
Somerset, CO 81434

RE: Comp. THM/HAA

Enclosed are the results of analyses for samples received by the laboratory on 11/02/16 14:00.
If you need any further assistance, please feel free to contact me.

Sincerely,

Debbie Zufelt

Debbie Zufelt
Reports Manager

All accredited analytes contained in this report are denoted by an asterisk (*). For a complete list of accredited analytes please do not hesitate to contact us via any of the contact information contained in this report. All of our certifications can be viewed at http://greenanalytical.com/certifications/

Green Analytical Laboratories is NELAP accredited through the Texas Commission on Environmental Quality. Accreditation applies to drinking water and non-potable water matrices for trace metals and a variety of inorganic parameters. Green Analytical Laboratories is also accredited through the Colorado Department of Public Health and Environment and EPA region 8 for trace metals, Cyanide, Fluoride, Nitrate, and Nitrite in drinking water.

Our affiliate laboratory, Cardinal Laboratories, is also NELAP accredited through the Texas Commission on Environmental Quality for a variety of organic constituents in drinking water, non-potable water and solid matrices. Cardinal is also accredited for regulated VOCs, TTHM, and HAA-5 in drinking water through the Colorado Department of Public Health and Environment and EPA region 8.

Green Analytical Laboratories
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Somerset Domestic Water Works	Project: Comp. THM/HAA	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Sue McKenna	11/16/16 11:16

DBP001
CO0126715

1611034-01 (Water)

Analyte	Result	RL	MDL	Units	Dilution	Analyzed	Method	Notes	Analyst
Subcontracted -- **Cardinal Laboratories**									
Haloacetic Acids by GC/ECD									
Monochloroacetic Acid*	**6.4**	1.0	0.4	ug/L	1	11/15/16	552.2		CK
Monobromoacetic Acid*	**2.8**	1.0	0.3	ug/L	1	11/15/16	552.2		CK
Dichloroacetic Acid*	**4.6**	1.0	0.2	ug/L	1	11/15/16	552.2		CK
Trichloroacetic Acid*	**2.7**	1.0	0.4	ug/L	1	11/15/16	552.2		CK
Dibromoacetic Acid*	**28.1**	1.0	0.4	ug/L	1	11/15/16	552.2		CK
Total HAA5s*	**44.6**	5.0	1.8	ug/L	1	11/15/16	552.2		CK
Surrogate: 2,3-Dibromopropionic Acid			*85.3 %*	*70-130*		*11/15/16*	*552.2*		CK
VOLATILES BY GC/MS									
Chloroform	**4.61**	0.500	0.0763	ug/L	1	11/08/16	524.2		MS
Bromodichloromethane	**26.2**	0.500	0.0585	ug/L	1	11/08/16	524.2		MS
Dibromochloromethane	**77.4**	0.500	0.0957	ug/L	1	11/08/16	524.2		MS
Bromoform	**73.8**	0.500	0.124	ug/L	1	11/08/16	524.2		MS
TTHMs*	**182**	2.00	0.355	ug/L	1	11/08/16	524.2		MS
Surrogate: Dibromofluoromethane			*96.2 %*	*70-130*		*11/08/16*	*524.2*		MS
Surrogate: Toluene-d8			*99.7 %*	*70-130*		*11/08/16*	*524.2*		MS
Surrogate: 4-Bromofluorobenzene			*99.8 %*	*70-130*		*11/08/16*	*524.2*		MS

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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www.GreenAnalytical.com

Somerset Domestic Water Works	Project: Comp. THM/HAA	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Sue McKenna	11/16/16 11:16

Haloacetic Acids by GC/ECD - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 6110709 - Solvent Extraction										
Blank (6110709-BLK1)			Prepared: 11/08/16 Analyzed: 11/15/16							
Surrogate: 2,3-Dibromopropionic Acid	*5.00*		ug/L	*5.00*		*99.9*	*70-130*			
Dibromoacetic Acid	ND	1.0	ug/L							
Dichloroacetic Acid	ND	1.0	ug/L							
Monobromoacetic Acid	ND	1.0	ug/L							
Monochloroacetic Acid	ND	1.0	ug/L							
Total HAA5s	ND	5.0	ug/L							
Trichloroacetic Acid	ND	1.0	ug/L							
LCS (6110709-BS1)			Prepared: 11/08/16 Analyzed: 11/15/16							
Surrogate: 2,3-Dibromopropionic Acid	*5.18*		ug/L	*5.00*		*104*	*70-130*			
Dibromoacetic Acid	21.4	1.0	ug/L	20.0		107	70-130			
Dichloroacetic Acid	20.6	1.0	ug/L	20.0		103	70-130			
Monobromoacetic Acid	18.7	1.0	ug/L	20.0		93.5	70-130			
Monochloroacetic Acid	20.3	1.0	ug/L	20.0		102	70-130			
Total HAA5s	103	5.0	ug/L	100		103	70-130			
Trichloroacetic Acid	21.6	1.0	ug/L	20.0		108	70-130			
LCS Dup (6110709-BSD1)			Prepared: 11/08/16 Analyzed: 11/15/16							
Surrogate: 2,3-Dibromopropionic Acid	*4.16*		ug/L	*5.00*		*83.3*	*70-130*			
Dibromoacetic Acid	20.5	1.0	ug/L	20.0		102	70-130	4.19	20	
Dichloroacetic Acid	21.8	1.0	ug/L	20.0		109	70-130	5.34	20	
Monobromoacetic Acid	18.2	1.0	ug/L	20.0		91.2	70-130	2.47	20	
Monochloroacetic Acid	20.3	1.0	ug/L	20.0		101	70-130	0.310	20	
Total HAA5s	98.3	5.0	ug/L	100		98.3	70-130	4.32	20	
Trichloroacetic Acid	17.5	1.0	ug/L	20.0		87.5	70-130	20.8	20	QR-02

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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Somerset Domestic Water Works	Project: Comp. THM/HAA	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Sue McKenna	11/16/16 11:16

VOLATILES BY GC/MS - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 6110712 - Volatiles										
Blank (6110712-BLK1)			Prepared: 11/07/16 Analyzed: 11/08/16							
Surrogate: 4-Bromofluorobenzene	*10.1*		ug/L	*10.0*		*101*	*70-130*			
Bromodichloromethane	ND	0.500	ug/L							
Bromoform	ND	0.500	ug/L							
Chloroform	ND	0.500	ug/L							
Dibromochloromethane	ND	0.500	ug/L							
Surrogate: Dibromofluoromethane	*10.2*		ug/L	*10.0*		*102*	*70-130*			
Surrogate: Toluene-d8	*9.99*		ug/L	*10.0*		*99.9*	*70-130*			
TTHMs	ND	2.00	ug/L							
LCS (6110712-BS1)			Prepared: 11/07/16 Analyzed: 11/08/16							
Surrogate: 4-Bromofluorobenzene	*9.80*		ug/L	*10.0*		*98.0*	*70-130*			
Bromodichloromethane	19.9	0.500	ug/L	20.0		99.6	70-130			
Bromoform	17.0	0.500	ug/L	20.0		85.2	70-130			
Chloroform	19.6	0.500	ug/L	20.0		98.2	70-130			
Dibromochloromethane	20.0	0.500	ug/L	20.0		100	70-130			
Surrogate: Dibromofluoromethane	*10.2*		ug/L	*10.0*		*102*	*70-130*			
Surrogate: Toluene-d8	*10.2*		ug/L	*10.0*		*102*	*70-130*			
TTHMs	76.7	2.00	ug/L	80.0		95.8	70-130			
LCS Dup (6110712-BSD1)			Prepared: 11/07/16 Analyzed: 11/08/16							
Surrogate: 4-Bromofluorobenzene	*9.76*		ug/L	*10.0*		*97.6*	*70-130*			
Bromodichloromethane	20.0	0.500	ug/L	20.0		100	70-130	0.401	20	
Bromoform	16.9	0.500	ug/L	20.0		84.6	70-130	0.824	20	
Chloroform	19.6	0.500	ug/L	20.0		98.2	70-130	0.0509	20	
Dibromochloromethane	20.0	0.500	ug/L	20.0		100	70-130	0.150	20	
Surrogate: Dibromofluoromethane	*10.1*		ug/L	*10.0*		*101*	*70-130*			
Surrogate: Toluene-d8	*10.0*		ug/L	*10.0*		*100*	*70-130*			
TTHMs	76.6	2.00	ug/L	80.0		95.7	70-130	0.131	20	

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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Green Analytical Laboratories

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Somerset

13 December 2016

Sue McKenna
Somerset Domestic Water Works
PO Box 549
Somerset, CO 81434

RE: Comp. THM/HAA

Enclosed are the results of analyses for samples received by the laboratory on 11/22/16 12:30.
If you need any further assistance, please feel free to contact me.

Sincerely,

Debbie Zufelt

Debbie Zufelt
Reports Manager

All accredited analytes contained in this report are denoted by an asterisk (*). For a complete list of accredited analytes please do not hesitate to contact us via any of the contact information contained in this report. All of our certifications can be viewed at http://greenanalytical.com/certifications/

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Somerset Domestic Water Works	Project: Comp. THM/HAA	
PO Box 549	Project Name / Number: [none]	Reported:
Somerset CO, 81434	Project Manager: Sue McKenna	12/13/16 17:05

DBP001
CO0126715

1611182-01 (Water)

Subcontracted -- **Cardinal Laboratories**

Analyte	Result	RL	MDL	Units	Dilution	Analyzed	Method	Notes	Analyst
Haloacetic Acids by GC/ECD									
Monochloroacetic Acid*	3.9	1.0	0.4	ug/L	1	12/12/16	552.2		CK
Monobromoacetic Acid*	2.9	1.0	0.3	ug/L	1	12/12/16	552.2		CK
Dichloroacetic Acid*	2.7	1.0	0.2	ug/L	1	12/12/16	552.2		CK
Trichloroacetic Acid*	2.5	1.0	0.4	ug/L	1	12/12/16	552.2		CK
Dibromoacetic Acid*	31.7	1.0	0.4	ug/L	1	12/12/16	552.2		CK
Total HAA5s*	43.6	5.0	1.8	ug/L	1	12/12/16	552.2		CK
Surrogate: 2,3-Dibromopropionic Acid			*98.3 %*	*70-130*		*12/12/16*	*552.2*		CK
VOLATILES BY GC/MS									
Chloroform	2.87	0.500	0.0763	ug/L	1	11/29/16	524.2		MS
Bromodichloromethane	23.2	0.500	0.0585	ug/L	1	11/29/16	524.2		MS
Dibromochloromethane	71.0	0.500	0.0957	ug/L	1	11/29/16	524.2		MS
Bromoform	115	0.500	0.124	ug/L	1	11/29/16	524.2		MS
TTHMs*	212	2.00	0.355	ug/L	1	11/29/16	524.2		MS
Surrogate: Dibromofluoromethane			*108 %*	*70-130*		*11/29/16*	*524.2*		MS
Surrogate: Toluene-d8			*87.1 %*	*70-130*		*11/29/16*	*524.2*		MS
Surrogate: 4-Bromofluorobenzene			*95.5 %*	*70-130*		*11/29/16*	*524.2*		MS

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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www.GreenAnalytical.com

Somerset Domestic Water Works	Project: Comp. THM/HAA	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Sue McKenna	12/13/16 17:05

Sample X

1611182-02 (Water)

Analyte	Result	RL	MDL	Units	Dilution	Analyzed	Method	Notes	Analyst
Subcontracted -- **Cardinal Laboratories**									
Haloacetic Acids by GC/ECD									
Monochloroacetic Acid*	**3.7**	1.0	0.4	ug/L	1	12/12/16	552.2		CK
Monobromoacetic Acid*	**2.7**	1.0	0.3	ug/L	1	12/12/16	552.2		CK
Dichloroacetic Acid*	**2.7**	1.0	0.2	ug/L	1	12/12/16	552.2		CK
Trichloroacetic Acid*	**2.1**	1.0	0.4	ug/L	1	12/12/16	552.2		CK
Dibromoacetic Acid*	**30.0**	1.0	0.4	ug/L	1	12/12/16	552.2		CK
Total HAA5s*	**41.3**	5.0	1.8	ug/L	1	12/12/16	552.2		CK
Surrogate: 2,3-Dibromopropionic Acid			*98.6 %*	*70-130*		*12/12/16*	*552.2*		CK
VOLATILES BY GC/MS									
Chloroform	**3.12**	0.500	0.0763	ug/L	1	11/29/16	524.2		MS
Bromodichloromethane	**22.3**	0.500	0.0585	ug/L	1	11/29/16	524.2		MS
Dibromochloromethane	**68.8**	0.500	0.0957	ug/L	1	11/29/16	524.2		MS
Bromoform	**114**	0.500	0.124	ug/L	1	11/29/16	524.2		MS
TTHMs*	**208**	2.00	0.355	ug/L	1	11/29/16	524.2		MS
Surrogate: Dibromofluoromethane			*107 %*	*70-130*		*11/29/16*	*524.2*		MS
Surrogate: Toluene-d8			*86.9 %*	*70-130*		*11/29/16*	*524.2*		MS
Surrogate: 4-Bromofluorobenzene			*101 %*	*70-130*		*11/29/16*	*524.2*		MS

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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www.GreenAnalytical.com

Somerset Domestic Water Works	Project: Comp. THM/HAA	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Sue McKenna	12/13/16 17:05

Haloacetic Acids by GC/ECD - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 6113003 - Solvent Extraction										
Blank (6113003-BLK1)				Prepared: 11/30/16 Analyzed: 12/12/16						
Surrogate: 2,3-Dibromopropionic Acid	*5.28*		ug/L	*5.00*		*106*	*70-130*			
Dibromoacetic Acid	ND	1.0	ug/L							
Dichloroacetic Acid	ND	1.0	ug/L							
Monobromoacetic Acid	ND	1.0	ug/L							
Monochloroacetic Acid	ND	1.0	ug/L							
Total HAA5s	ND	5.0	ug/L							
Trichloroacetic Acid	ND	1.0	ug/L							
LCS (6113003-BS1)				Prepared: 11/30/16 Analyzed: 12/12/16						
Surrogate: 2,3-Dibromopropionic Acid	*5.66*		ug/L	*5.00*		*113*	*70-130*			
Dibromoacetic Acid	23.3	1.0	ug/L	20.0		117	70-130			
Dichloroacetic Acid	23.3	1.0	ug/L	20.0		116	70-130			
Monobromoacetic Acid	20.2	1.0	ug/L	20.0		101	70-130			
Monochloroacetic Acid	21.2	1.0	ug/L	20.0		106	70-130			
Total HAA5s	112	5.0	ug/L	100		112	70-130			
Trichloroacetic Acid	23.9	1.0	ug/L	20.0		120	70-130			
LCS Dup (6113003-BSD1)				Prepared: 11/30/16 Analyzed: 12/12/16						
Surrogate: 2,3-Dibromopropionic Acid	*5.47*		ug/L	*5.00*		*109*	*70-130*			
Dibromoacetic Acid	23.0	1.0	ug/L	20.0		115	70-130	1.40	20	
Dichloroacetic Acid	23.8	1.0	ug/L	20.0		119	70-130	2.17	20	
Monobromoacetic Acid	20.0	1.0	ug/L	20.0		100	70-130	0.577	20	
Monochloroacetic Acid	20.8	1.0	ug/L	20.0		104	70-130	1.95	20	
Total HAA5s	111	5.0	ug/L	100		111	70-130	0.425	20	
Trichloroacetic Acid	23.8	1.0	ug/L	20.0		119	70-130	0.570	20	

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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www.GreenAnalytical.com

Somerset Domestic Water Works	Project: Comp. THM/HAA	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Sue McKenna	12/13/16 17:05

VOLATILES BY GC/MS - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 6112807 - Volatiles										
Blank (6112807-BLK1)				Prepared: 11/28/16 Analyzed: 11/29/16						
Surrogate: 4-Bromofluorobenzene	*9.67*		ug/L	*10.0*		*96.7*	*70-130*			
Bromodichloromethane	ND	0.500	ug/L							
Bromoform	ND	0.500	ug/L							
Chloroform	ND	0.500	ug/L							
Dibromochloromethane	ND	0.500	ug/L							
Surrogate: Dibromofluoromethane	*10.4*		ug/L	*10.0*		*104*	*70-130*			
Surrogate: Toluene-d8	*8.45*		ug/L	*10.0*		*84.5*	*70-130*			
TTHMs	ND	2.00	ug/L							
LCS (6112807-BS1)				Prepared: 11/28/16 Analyzed: 11/29/16						
Surrogate: 4-Bromofluorobenzene	*10.4*		ug/L	*10.0*		*104*	*70-130*			
Bromodichloromethane	22.6	0.500	ug/L	20.0		113	70-130			
Bromoform	19.6	0.500	ug/L	20.0		98.2	70-130			
Chloroform	21.8	0.500	ug/L	20.0		109	70-130			
Dibromochloromethane	19.3	0.500	ug/L	20.0		96.6	70-130			
Surrogate: Dibromofluoromethane	*10.6*		ug/L	*10.0*		*106*	*70-130*			
Surrogate: Toluene-d8	*8.90*		ug/L	*10.0*		*89.0*	*70-130*			
TTHMs	83.4	2.00	ug/L	80.0		104	70-130			
LCS Dup (6112807-BSD1)				Prepared: 11/28/16 Analyzed: 11/29/16						
Surrogate: 4-Bromofluorobenzene	*9.74*		ug/L	*10.0*		*97.4*	*70-130*			
Bromodichloromethane	23.6	0.500	ug/L	20.0		118	70-130	3.94	20	
Bromoform	18.5	0.500	ug/L	20.0		92.4	70-130	6.14	20	
Chloroform	23.1	0.500	ug/L	20.0		116	70-130	5.93	20	
Dibromochloromethane	19.3	0.500	ug/L	20.0		96.5	70-130	0.155	20	
Surrogate: Dibromofluoromethane	*10.9*		ug/L	*10.0*		*109*	*70-130*			
Surrogate: Toluene-d8	*8.59*		ug/L	*10.0*		*85.9*	*70-130*			
TTHMs	84.4	2.00	ug/L	80.0		106	70-130	1.24	20	

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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Green Analytical Laboratories

Oxbow Samples

75 Suttle Street
Durango, CO 81303
970.247.4220 Phone
970.247.4227 Fax
www.greenanalytical.com

13 January 2017

Sue McKenna
Somerset Domestic Water Works
PO Box 549
Somerset, CO 81434
RE: THM & TOC

Enclosed are the results of analyses for samples received by the laboratory on 12/28/16 15:00. The data to follow was performed, in whole or in part, by a subcontract laboratory with an additional report attached.

If you any any further assistance, please feel free to contact me.

Sincerely,

Debbie Zufelt

Debbie Zufelt
Reports Manager

All accredited analytes contained in this report are denoted by an asterisk (*). For a complete list of accredited analytes please do not hesitate to contact us via any of the contact information contained in this report. All of our certifications can be viewed at http://greenanalytical.com/certifications/

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Our affiliate laboratory, Cardinal Laboratories, is also NELAP accredited through the Texas Commission on Environmental Quality for a variety of organic constituents in drinking water, non-potable water and solid matrices. Cardinal is also accredited for regulated VOCs, TTHM, and HAA-5 in drinking water through the Colorado Department of Public Health and Environment and EPA region 8.

Green Analytical Laboratories
dzufelt@greenanalytical.com p: 970.247.4220 F: 970.247.4227 75 Suttle Street Durango, CO 81303
www.GreenAnalytical.com

Somerset Domestic Water Works	Project: THM & TOC	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Sue McKenna	01/13/17 11:51

Oxbow A Raw Tank

1612240-01 (Water)

Analyte	Result	RL	MDL	Units	Dilution	Analyzed	Method	Notes	Analyst
Subcontracted -- **Cardinal Laboratories**									
VOLATILES BY GC/MS									
Chloroform	<0.500	0.500	0.0763	ug/L	1	12/29/16	524.2		MS
Bromodichloromethane	<0.500	0.500	0.0585	ug/L	1	12/29/16	524.2		MS
Dibromochloromethane	<0.500	0.500	0.0957	ug/L	1	12/29/16	524.2		MS
Bromoform	<0.500	0.500	0.124	ug/L	1	12/29/16	524.2		MS
TTHMs	<2.00	2.00	0.355	ug/L	1	12/29/16	524.2		MS
Surrogate: Dibromofluoromethane			*99.5 %*	*70-130*		*12/29/16*	*524.2*		MS
Surrogate: Toluene-d8			*102 %*	*70-130*		*12/29/16*	*524.2*		MS
Surrogate: 4-Bromofluorobenzene			*101 %*	*70-130*		*12/29/16*	*524.2*		MS

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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www.GreenAnalytical.com

Somerset Domestic Water Works	Project: THM & TOC	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Sue McKenna	01/13/17 11:51

Oxbow B Potable Tank

1612240-02 (Water)

Analyte	Result	RL	MDL	Units	Dilution	Analyzed	Method	Notes	Analyst
Subcontracted -- **Cardinal Laboratories**									
VOLATILES BY GC/MS									
Chloroform	**1.13**	0.500	0.0763	ug/L	1	12/29/16	524.2		MS
Bromodichloromethane	**11.0**	0.500	0.0585	ug/L	1	12/29/16	524.2		MS
Dibromochloromethane	**53.7**	0.500	0.0957	ug/L	1	12/29/16	524.2		MS
Bromoform	**115**	2.50	0.622	ug/L	5	01/05/17	524.2		MS
TTHMs	**181**	2.00	0.355	ug/L	1	01/05/17	524.2		MS
Surrogate: Dibromofluoromethane			*104 %*	*70-130*		*12/29/16*	*524.2*		MS
Surrogate: Toluene-d8			*104 %*	*70-130*		*12/29/16*	*524.2*		MS
Surrogate: 4-Bromofluorobenzene			*104 %*	*70-130*		*12/29/16*	*524.2*		MS

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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www.GreenAnalytical.com

Somerset Domestic Water Works	Project: THM & TOC	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Sue McKenna	01/13/17 11:51

Oxbow C Warehouse

1612240-03 (Water)

Analyte	Result	RL	MDL	Units	Dilution	Analyzed	Method	Notes	Analyst
Subcontracted -- **Cardinal Laboratories**									
VOLATILES BY GC/MS									
Chloroform	**1.41**	0.500	0.0763	ug/L	1	12/29/16	524.2		MS
Bromodichloromethane	**12.5**	0.500	0.0585	ug/L	1	12/29/16	524.2		MS
Dibromochloromethane	**63.4**	0.500	0.0957	ug/L	1	12/29/16	524.2		MS
Bromoform	**138**	2.50	0.622	ug/L	5	01/05/17	524.2		MS
TTHMs	**215**	2.00	0.355	ug/L	1	01/05/17	524.2		MS
Surrogate: Dibromofluoromethane			*102 %*	*70-130*		*12/29/16*	*524.2*		MS
Surrogate: Toluene-d8			*104 %*	*70-130*		*12/29/16*	*524.2*		MS
Surrogate: 4-Bromofluorobenzene			*98.3 %*	*70-130*		*12/29/16*	*524.2*		MS

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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Somerset Domestic Water Works	Project: THM & TOC	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Sue McKenna	01/13/17 11:51

VOLATILES BY GC/MS - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 6122807 - Volatiles										
Blank (6122807-BLK1)			Prepared: 12/28/16 Analyzed: 12/29/16							
Surrogate: 4-Bromofluorobenzene	*10.5*		ug/L	*10.0*		*105*	*70-130*			
Bromodichloromethane	ND	0.500	ug/L							
Bromoform	ND	0.500	ug/L							
Chloroform	ND	0.500	ug/L							
Dibromochloromethane	ND	0.500	ug/L							
Surrogate: Dibromofluoromethane	*10.5*		ug/L	*10.0*		*105*	*70-130*			
Surrogate: Toluene-d8	*10.0*		ug/L	*10.0*		*100*	*70-130*			
TTHMs	ND	2.00	ug/L							
LCS (6122807-BS1)			Prepared: 12/28/16 Analyzed: 12/29/16							
Surrogate: 4-Bromofluorobenzene	*10.0*		ug/L	*10.0*		*100*	*70-130*			
Bromodichloromethane	20.9	0.500	ug/L	20.0		104	70-130			
Bromoform	21.1	0.500	ug/L	20.0		105	70-130			
Chloroform	19.9	0.500	ug/L	20.0		99.3	70-130			
Dibromochloromethane	21.8	0.500	ug/L	20.0		109	70-130			
Surrogate: Dibromofluoromethane	*10.2*		ug/L	*10.0*		*102*	*70-130*			
Surrogate: Toluene-d8	*9.94*		ug/L	*10.0*		*99.4*	*70-130*			
TTHMs	83.6	2.00	ug/L	80.0		104	70-130			
LCS Dup (6122807-BSD1)			Prepared: 12/28/16 Analyzed: 12/29/16							
Surrogate: 4-Bromofluorobenzene	*10.5*		ug/L	*10.0*		*105*	*70-130*			
Bromodichloromethane	21.2	0.500	ug/L	20.0		106	70-130	1.47	20	
Bromoform	20.7	0.500	ug/L	20.0		103	70-130	1.92	20	
Chloroform	21.4	0.500	ug/L	20.0		107	70-130	7.32	20	
Dibromochloromethane	21.2	0.500	ug/L	20.0		106	70-130	2.33	20	
Surrogate: Dibromofluoromethane	*10.4*		ug/L	*10.0*		*104*	*70-130*			
Surrogate: Toluene-d8	*10.1*		ug/L	*10.0*		*101*	*70-130*			
TTHMs	84.5	2.00	ug/L	80.0		106	70-130	1.09	20	

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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eurofins | Eaton Analytical

110 South Hill Street
South Bend, IN 46617
Tel: (574) 233-4777
Fax: (574) 233-8207
1 800 332 4345

Laboratory Report

Client: Green Analytical Laboratories

Attn: Debbie Zufelt
75 Suttle Street
Durango, CO 81303

Report: 380031
Priority: Standard Written
Status: Final
PWS ID: Not Supplied

Sample Information

EEA ID #	Client ID	Method	Collected Date / Time	Collected By:	Received Date / Time
3613625	1612-240-4/Oxbow 1 River	5310 C	12/27/16 09:40	Client	12/30/16 09:30
3613626	1612-240-5/Oxbow 2Pumphouse	5310 C	12/27/16 09:30	Client	12/30/16 09:30
3613627	1612-240-6/Oxbow 3 RawTank	5310 C	12/27/16 10:16	Client	12/30/16 09:30
3613628	1612-240-7/Oxbow 4 PotableTank	5310 C	12/27/16 10:10	Client	12/30/16 09:30

Report Summary

Detailed quantitative results are presented on the following pages. The results presented relate only to the samples provided for analysis.

We appreciate the opportunity to provide you with this analysis. If you have any questions concerning this report, please do not hesitate to call Kelly Trott at (574) 233-4777.

Note: This report may not be reproduced, except in full, without written approval from EEA.

Kelly Trott Analytical Services Manager — 01/12/2017

Authorized Signature — Title — Date

Client Name: Green Analytical Laboratories
Report #: 380031

Client Name: Green Analytical Laboratories Report #: 380031

Sampling Point: 1612-240-4/Oxbow 1 River PWS ID: Not Supplied

General Chemistry									
Analyte ID #	Analyte	Method	Reg Limit	MRL†	Result	Units	Preparation Date	Analyzed Date	EEA ID #
---	Total Organic Carbon (TOC)	5310 C	---	0.500	1.94	mg/L	---	01/10/17 19:46	3613625

Sampling Point: 1612-240-5/Oxbow 2Pumphouse PWS ID: Not Supplied

General Chemistry									
Analyte ID #	Analyte	Method	Reg Limit	MRL†	Result	Units	Preparation Date	Analyzed Date	EEA ID #
---	Total Organic Carbon (TOC)	5310 C	---	0.500	2.84	mg/L	---	01/10/17 20:05	3613626

Sampling Point: 1612-240-6/Oxbow 3 RawTank PWS ID: Not Supplied

General Chemistry									
Analyte ID #	Analyte	Method	Reg Limit	MRL†	Result	Units	Preparation Date	Analyzed Date	EEA ID #
---	Total Organic Carbon (TOC)	5310 C	---	0.500	2.80	mg/L	---	01/10/17 20:23	3613627

Sampling Point: 1612-240-7/Oxbow 4 PotableTank PWS ID: Not Supplied

General Chemistry									
Analyte ID #	Analyte	Method	Reg Limit	MRL†	Result	Units	Preparation Date	Analyzed Date	EEA ID #
---	Total Organic Carbon (TOC)	5310 C	---	0.500	2.46	mg/L	---	01/10/17 20:42	3613628

† EEA has demonstrated it can achieve these report limits in reagent water, but can not document them in all sample matrices.

Reg Limit Type:	MCL	SMCL	AL
Symbol:	*	^	!

Somerset

75 Suttle Street
Durango, CO 81303
970.247.4220 Phone
970.247.4227 Fax
www.greenanalytical.com

21 February 2017

Phillip Buskirk
Somerset Domestic Water Works
PO Box 549
Somerset, CO 81434

RE: Comp. THM/HAA

Enclosed are the results of analyses for samples received by the laboratory on 02/08/17 14:45.
If you need any further assistance, please feel free to contact me.

Sincerely,

Debbie Zufelt

Debbie Zufelt
Reports Manager

All accredited analytes contained in this report are denoted by an asterisk (*). For a complete list of accredited analytes please do not hesitate to contact us via any of the contact information contained in this report. All of our certifications can be viewed at http://greenanalytical.com/certifications/

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Green Analytical Laboratories
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www.GreenAnalytical.com

Somerset Domestic Water Works	Project: Comp. THM/HAA	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Phillip Buskirk	02/21/17 16:48

DBP001
CO0126715

1702070-01 (Water)

Analyte	Result	RL	MDL	Units	Dilution	Analyzed	Method	Notes	Analyst
Subcontracted -- **Cardinal Laboratories**									
Haloacetic Acids by GC/ECD									
Monochloroacetic Acid*	**4.1**	1.0	0.4	ug/L	1	02/15/17	552.2		CK
Monobromoacetic Acid*	**2.0**	1.0	0.3	ug/L	1	02/15/17	552.2		CK
Dichloroacetic Acid*	**1.4**	1.0	0.2	ug/L	1	02/15/17	552.2		CK
Trichloroacetic Acid*	<1.0	1.0	0.4	ug/L	1	02/15/17	552.2		CK
Dibromoacetic Acid*	**20.0**	1.0	0.4	ug/L	1	02/15/17	552.2		CK
Total HAA5s*	**27.5**	5.0	1.8	ug/L	1	02/15/17	552.2		CK
Surrogate: 2,3-Dibromopropionic Acid			*97.1 %*	*70-130*		*02/15/17*	*552.2*		CK
VOLATILES BY GC/MS									
Chloroform	**1.08**	0.500	0.0763	ug/L	1	02/13/17	524.2		MS
Bromodichloromethane	**9.98**	0.500	0.0585	ug/L	1	02/13/17	524.2		MS
Dibromochloromethane	**42.8**	0.500	0.0957	ug/L	1	02/13/17	524.2		MS
Bromoform	**98.7**	0.500	0.124	ug/L	1	02/13/17	524.2		MS
TTHMs*	**153**	2.00	0.355	ug/L	1	02/13/17	524.2		MS
Surrogate: Dibromofluoromethane			*98.3 %*	*70-130*		*02/13/17*	*524.2*		MS
Surrogate: Toluene-d8			*98.8 %*	*70-130*		*02/13/17*	*524.2*		MS
Surrogate: 4-Bromofluorobenzene			*93.9 %*	*70-130*		*02/13/17*	*524.2*		MS

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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www.GreenAnalytical.com

Somerset Domestic Water Works	Project: Comp. THM/HAA	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Phillip Buskirk	02/21/17 16:48

Haloacetic Acids by GC/ECD - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 7021101 - Solvent Extraction										
Blank (7021101-BLK1)				Prepared: 02/13/17 Analyzed: 02/15/17						
Surrogate: 2,3-Dibromopropionic Acid	*4.71*		ug/L	*5.00*		*94.2*	*70-130*			
Dibromoacetic Acid	ND	1.0	ug/L							
Dichloroacetic Acid	ND	1.0	ug/L							
Monobromoacetic Acid	ND	1.0	ug/L							
Monochloroacetic Acid	ND	1.0	ug/L							
Total HAA5s	ND	5.0	ug/L							
Trichloroacetic Acid	ND	1.0	ug/L							
LCS (7021101-BS1)				Prepared: 02/13/17 Analyzed: 02/15/17						
Surrogate: 2,3-Dibromopropionic Acid	*4.33*		ug/L	*5.00*		*86.6*	*70-130*			
Dibromoacetic Acid	19.5	1.0	ug/L	20.0		97.4	70-130			
Dichloroacetic Acid	18.3	1.0	ug/L	20.0		91.3	70-130			
Monobromoacetic Acid	19.2	1.0	ug/L	20.0		95.9	70-130			
Monochloroacetic Acid	19.4	1.0	ug/L	20.0		97.1	70-130			
Total HAA5s	93.6	5.0	ug/L	100		93.6	70-130			
Trichloroacetic Acid	17.2	1.0	ug/L	20.0		86.2	70-130			
LCS Dup (7021101-BSD1)				Prepared: 02/13/17 Analyzed: 02/15/17						
Surrogate: 2,3-Dibromopropionic Acid	*4.07*		ug/L	*5.00*		*81.3*	*70-130*			
Dibromoacetic Acid	18.8	1.0	ug/L	20.0		94.2	70-130	3.37	20	
Dichloroacetic Acid	21.2	1.0	ug/L	20.0		106	70-130	14.7	20	
Monobromoacetic Acid	18.5	1.0	ug/L	20.0		92.7	70-130	3.46	20	
Monochloroacetic Acid	17.7	1.0	ug/L	20.0		88.5	70-130	9.29	20	
Total HAA5s	92.9	5.0	ug/L	100		92.9	70-130	0.784	20	
Trichloroacetic Acid	16.6	1.0	ug/L	20.0		83.1	70-130	3.60	20	

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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Green Analytical Laboratories

Oxbow

75 Suttle Street
Durango, CO 81303
970.247.4220 Phone
970.247.4227 Fax
www.greenanalytical.com

18 April 2017

Charles Shelden
Oxbow Mining Water Works
PO Box 535
Somerset, CO 81434

RE: Comp. THM/HAA

Enclosed are the results of analyses for samples received by the laboratory on 04/11/17 14:45.
If you need any further assistance, please feel free to contact me.

Sincerely,

Debbie Zufelt

Debbie Zufelt
Reports Manager

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www.GreenAnalytical.com

Oxbow Mining Water Works	Project: Comp. THM/HAA	
PO Box 535	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Charles Shelden	04/18/17 15:13

#1 BC

1704079-01 (Water)

Analyte	Result	RL	MDL	Units	Dilution	Analyzed	Method	Notes	Analyst
Subcontracted -- **Cardinal Laboratories**									
VOLATILES BY GC/MS									
Chloroform	<0.500	0.500	0.0763	ug/L	1	04/14/17	524.2		MS
Bromodichloromethane	<0.500	0.500	0.0585	ug/L	1	04/14/17	524.2		MS
Dibromochloromethane	<0.500	0.500	0.0957	ug/L	1	04/14/17	524.2		MS
Bromoform	**0.980**	0.500	0.124	ug/L	1	04/14/17	524.2		MS
TTHMs*	<2.00	2.00	0.355	ug/L	1	04/14/17	524.2		MS
Surrogate: Dibromofluoromethane			*102 %*	*70-130*		*04/14/17*	*524.2*		MS
Surrogate: Toluene-d8			*104 %*	*70-130*		*04/14/17*	*524.2*		MS
Surrogate: 4-Bromofluorobenzene			*97.6 %*	*70-130*		*04/14/17*	*524.2*		MS

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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Green Analytical Laboratories
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www.GreenAnalytical.com

Oxbow Mining Water Works	Project: Comp. THM/HAA	
PO Box 535	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Charles Shelden	04/18/17 15:13

#2 AC

1704079-02 (Water)

Subcontracted -- **Cardinal Laboratories**

VOLATILES BY GC/MS

Analyte	Result	RL	MDL	Units	Dilution	Analyzed	Method	Notes	Analyst
Chloroform	<0.500	0.500	0.0763	ug/L	1	04/14/17	524.2		MS
Bromodichloromethane	**0.500**	0.500	0.0585	ug/L	1	04/14/17	524.2		MS
Dibromochloromethane	**1.99**	0.500	0.0957	ug/L	1	04/14/17	524.2		MS
Bromoform	**2.29**	0.500	0.124	ug/L	1	04/14/17	524.2		MS
TTHMs*	**4.78**	2.00	0.355	ug/L	1	04/14/17	524.2		MS
Surrogate: Dibromofluoromethane			*106 %*	*70-130*		*04/14/17*	*524.2*		MS
Surrogate: Toluene-d8			*100 %*	*70-130*		*04/14/17*	*524.2*		MS
Surrogate: 4-Bromofluorobenzene			*99.8 %*	*70-130*		*04/14/17*	*524.2*		MS

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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Oxbow Mining Water Works	Project: Comp. THM/HAA	
PO Box 535	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Charles Shelden	04/18/17 15:13

#3 Tank

1704079-03 (Water)

Analyte	Result	RL	MDL	Units	Dilution	Analyzed	Method	Notes	Analyst
Subcontracted -- **Cardinal Laboratories**									
VOLATILES BY GC/MS									
Chloroform	**1.94**	0.500	0.0763	ug/L	1	04/14/17	524.2		MS
Bromodichloromethane	**18.0**	0.500	0.0585	ug/L	1	04/14/17	524.2		MS
Dibromochloromethane	**74.2**	0.500	0.0957	ug/L	1	04/14/17	524.2		MS
Bromoform	**172**	2.50	0.622	ug/L	5	04/17/17	524.2		MS
TTHMs*	**237**	2.00	0.355	ug/L	1	04/14/17	524.2		MS
Surrogate: Dibromofluoromethane			*106 %*	*70-130*		*04/14/17*	*524.2*		MS
Surrogate: Toluene-d8			*96.9 %*	*70-130*		*04/14/17*	*524.2*		MS
Surrogate: 4-Bromofluorobenzene			*96.4 %*	*70-130*		*04/14/17*	*524.2*		MS

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Debbie Zufelt

Debbie Zufelt, Reports Manager

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Oxbow Mining Water Works
PO Box 535
Somerset CO, 81434

Project: Comp. THM/HAA
Project Name / Number: [none]
Project Manager: Charles Shelden

Reported:
04/18/17 15:13

VOLATILES BY GC/MS - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 7041302 - Volatiles										
Blank (7041302-BLK1)			Prepared & Analyzed: 04/13/17							
Surrogate: 4-Bromofluorobenzene	*9.51*		ug/L	*10.0*		*95.1*	*70-130*			
Bromodichloromethane	ND	0.500	ug/L							
Bromoform	ND	0.500	ug/L							
Chloroform	ND	0.500	ug/L							
Dibromochloromethane	ND	0.500	ug/L							
Surrogate: Dibromofluoromethane	*9.64*		ug/L	*10.0*		*96.4*	*70-130*			
Surrogate: Toluene-d8	*9.75*		ug/L	*10.0*		*97.5*	*70-130*			
TTHMs	ND	2.00	ug/L							
LCS (7041302-BS1)			Prepared & Analyzed: 04/13/17							
Surrogate: 4-Bromofluorobenzene	*9.67*		ug/L	*10.0*		*96.7*	*70-130*			
Bromodichloromethane	21.5	0.500	ug/L	20.0		107	70-130			
Bromoform	20.9	0.500	ug/L	20.0		104	70-130			
Chloroform	20.4	0.500	ug/L	20.0		102	70-130			
Dibromochloromethane	21.8	0.500	ug/L	20.0		109	70-130			
Surrogate: Dibromofluoromethane	*9.83*		ug/L	*10.0*		*98.3*	*70-130*			
Surrogate: Toluene-d8	*9.77*		ug/L	*10.0*		*97.7*	*70-130*			
TTHMs	84.6	2.00	ug/L	80.0		106	70-130			
LCS Dup (7041302-BSD1)			Prepared & Analyzed: 04/13/17							
Surrogate: 4-Bromofluorobenzene	*9.75*		ug/L	*10.0*		*97.5*	*70-130*			
Bromodichloromethane	20.7	0.500	ug/L	20.0		104	70-130	3.65	20	
Bromoform	20.3	0.500	ug/L	20.0		101	70-130	2.96	20	
Chloroform	19.2	0.500	ug/L	20.0		96.2	70-130	6.15	20	
Dibromochloromethane	21.3	0.500	ug/L	20.0		106	70-130	2.50	20	
Surrogate: Dibromofluoromethane	*9.78*		ug/L	*10.0*		*97.8*	*70-130*			
Surrogate: Toluene-d8	*9.75*		ug/L	*10.0*		*97.5*	*70-130*			
TTHMs	81.5	2.00	ug/L	80.0		102	70-130	3.78	20	

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Debbie Zufelt

Debbie Zufelt, Reports Manager

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Green Analytical Laboratories

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Oxbow

02 May 2017

Charles Shelden
Oxbow Mining Water Works
PO Box 535
Somerset, CO 81434

RE: THM Self-Checks

Enclosed are the results of analyses for samples received by the laboratory on 04/25/17 11:00.
If you need any further assistance, please feel free to contact me.

Sincerely,

Debbie Zufelt

Debbie Zufelt
Reports Manager

All accredited analytes contained in this report are denoted by an asterisk (*). For a complete list of accredited analytes please do not hesitate to contact us via any of the contact information contained in this report. All of our certifications can be viewed at http://greenanalytical.com/certifications/

Green Analytical Laboratories is NELAP accredited through the Texas Commission on Environmental Quality. Accreditation applies to drinking water and non-potable water matrices for trace metals and a variety of inorganic parameters. Green Analytical Laboratories is also accredited through the Colorado Department of Public Health and Environment and EPA region 8 for trace metals, Cyanide, Fluoride, Nitrate, and Nitrite in drinking water.

Our affiliate laboratory, Cardinal Laboratories, is also NELAP accredited through the Texas Commission on Environmental Quality for a variety of organic constituents in drinking water, non-potable water and solid matrices. Cardinal is also accredited for regulated VOCs, TTHM, and HAA-5 in drinking water through the Colorado Department of Public Health and Environment and EPA region 8.

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Oxbow Mining Water Works	Project: THM Self-Checks	
PO Box 535	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Charles Shelden	05/02/17 18:04

#1 Tank

1704185-01 (Water)

Subcontracted -- **Cardinal Laboratories**

Analyte	Result	RL	MDL	Units	Dilution	Analyzed	Method	Notes	Analyst
VOLATILES BY GC/MS									
Chloroform	**0.730**	0.500	0.0763	ug/L	1	05/01/17	524.2		MS
Bromodichloromethane	**6.67**	0.500	0.0585	ug/L	1	05/01/17	524.2		MS
Dibromochloromethane	**27.8**	0.500	0.0957	ug/L	1	05/01/17	524.2		MS
Bromoform	**63.0**	0.500	0.124	ug/L	1	05/01/17	524.2		MS
TTHMs*	**98.2**	2.00	0.355	ug/L	1	05/01/17	524.2		MS
Surrogate: Dibromofluoromethane			*108 %*	*70-130*		*05/01/17*	*524.2*		MS
Surrogate: Toluene-d8			*100 %*	*70-130*		*05/01/17*	*524.2*		MS
Surrogate: 4-Bromofluorobenzene			*103 %*	*70-130*		*05/01/17*	*524.2*		MS

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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Oxbow Mining Water Works	Project: THM Self-Checks	
PO Box 535	Project Name / Number: [none]	Reported:
Somerset CO, 81434	Project Manager: Charles Shelden	05/02/17 18:04

VOLATILES BY GC/MS - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 7050105 - Volatiles										
Blank (7050105-BLK1)			Prepared & Analyzed: 05/01/17							
Surrogate: 4-Bromofluorobenzene	*9.99*		ug/L	*10.0*		*99.9*	*70-130*			
Bromodichloromethane	ND	0.500	ug/L							
Bromoform	ND	0.500	ug/L							
Chloroform	ND	0.500	ug/L							
Dibromochloromethane	ND	0.500	ug/L							
Surrogate: Dibromofluoromethane	*10.6*		ug/L	*10.0*		*106*	*70-130*			
Surrogate: Toluene-d8	*9.76*		ug/L	*10.0*		*97.6*	*70-130*			
TTHMs	ND	2.00	ug/L							
LCS (7050105-BS1)			Prepared & Analyzed: 05/01/17							
Surrogate: 4-Bromofluorobenzene	*10.5*		ug/L	*10.0*		*105*	*70-130*			
Bromodichloromethane	21.3	0.500	ug/L	20.0		106	70-130			
Bromoform	21.2	0.500	ug/L	20.0		106	70-130			
Chloroform	20.9	0.500	ug/L	20.0		104	70-130			
Dibromochloromethane	20.7	0.500	ug/L	20.0		104	70-130			
Surrogate: Dibromofluoromethane	*10.8*		ug/L	*10.0*		*108*	*70-130*			
Surrogate: Toluene-d8	*9.86*		ug/L	*10.0*		*98.6*	*70-130*			
TTHMs	84.1	2.00	ug/L	80.0		105	70-130			
LCS Dup (7050105-BSD1)			Prepared & Analyzed: 05/01/17							
Surrogate: 4-Bromofluorobenzene	*10.4*		ug/L	*10.0*		*104*	*70-130*			
Bromodichloromethane	21.7	0.500	ug/L	20.0		108	70-130	1.77	20	
Bromoform	21.6	0.500	ug/L	20.0		108	70-130	2.10	20	
Chloroform	21.5	0.500	ug/L	20.0		108	70-130	2.88	20	
Dibromochloromethane	21.2	0.500	ug/L	20.0		106	70-130	2.20	20	
Surrogate: Dibromofluoromethane	*11.0*		ug/L	*10.0*		*110*	*70-130*			
Surrogate: Toluene-d8	*9.84*		ug/L	*10.0*		*98.4*	*70-130*			
TTHMs	86.0	2.00	ug/L	80.0		107	70-130	2.23	20	

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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Somerset

31 May 2017

Charles Shelden
Somerset Domestic Water Works
PO Box 549
Somerset, CO 81434

RE: Comp. THM/HAA

Enclosed are the results of analyses for samples received by the laboratory on 05/10/17 15:20.
If you need any further assistance, please feel free to contact me.

Sincerely,

Debbie Zufelt

Debbie Zufelt
Reports Manager

All accredited analytes contained in this report are denoted by an asterisk (*). For a complete list of accredited analytes please do not hesitate to contact us via any of the contact information contained in this report. All of our certifications can be viewed at http://greenanalytical.com/certifications/

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Somerset Domestic Water Works	Project: Comp. THM/HAA	
PO Box 549	Project Name / Number: [none]	Reported:
Somerset CO, 81434	Project Manager: Charles Shelden	05/31/17 18:22

DBP001 3997 Hwy 133

1705091-01 (Water)

Analyte	Result	RL	MDL	Units	Dilution	Analyzed	Method	Notes	Analyst
Subcontracted -- **Cardinal Laboratories**									
Haloacetic Acids by GC/ECD									
Monochloroacetic Acid*	3.2	1.0	0.4	ug/L	1	05/26/17	552.2		CK
Monobromoacetic Acid*	1.9	1.0	0.3	ug/L	1	05/26/17	552.2		CK
Dichloroacetic Acid*	1.3	1.0	0.2	ug/L	1	05/26/17	552.2		CK
Trichloroacetic Acid*	<1.0	1.0	0.4	ug/L	1	05/26/17	552.2		CK
Dibromoacetic Acid*	22.4	1.0	0.4	ug/L	1	05/26/17	552.2		CK
Total HAA5s*	28.8	5.0	1.8	ug/L	1	05/26/17	552.2		CK
Surrogate: 2,3-Dibromopropionic Acid			*113 %*	*70-130*		*05/26/17*	*552.2*		CK
VOLATILES BY GC/MS									
Chloroform	0.700	0.500	0.0763	ug/L	1	05/16/17	524.2		MS
Bromodichloromethane	5.77	0.500	0.0585	ug/L	1	05/16/17	524.2		MS
Dibromochloromethane	23.0	0.500	0.0957	ug/L	1	05/16/17	524.2		MS
Bromoform	83.6	0.500	0.124	ug/L	1	05/16/17	524.2		MS
TTHMs*	113	2.00	0.355	ug/L	1	05/16/17	524.2		MS
Surrogate: Dibromofluoromethane			*104 %*	*70-130*		*05/16/17*	*524.2*		MS
Surrogate: Toluene-d8			*98.8 %*	*70-130*		*05/16/17*	*524.2*		MS
Surrogate: 4-Bromofluorobenzene			*95.0 %*	*70-130*		*05/16/17*	*524.2*		MS

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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www.GreenAnalytical.com

Somerset Domestic Water Works	Project: Comp. THM/HAA	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Charles Shelden	05/31/17 18:22

Haloacetic Acids by GC/ECD - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 7051302 - Solvent Extraction										
Blank (7051302-BLK1)			Prepared: 05/22/17 Analyzed: 05/26/17							
Surrogate: 2,3-Dibromopropionic Acid	*6.83*		ug/L	*5.00*		*137*	*70-130*			*S-HI2*
Dibromoacetic Acid	ND	1.0	ug/L							
Dichloroacetic Acid	ND	1.0	ug/L							
Monobromoacetic Acid	ND	1.0	ug/L							
Monochloroacetic Acid	ND	1.0	ug/L							
Total HAA5s	ND	5.0	ug/L							
Trichloroacetic Acid	ND	1.0	ug/L							
LCS (7051302-BS1)			Prepared: 05/22/17 Analyzed: 05/26/17							
Surrogate: 2,3-Dibromopropionic Acid	*5.93*		ug/L	*5.00*		*119*	*70-130*			
Dibromoacetic Acid	21.5	1.0	ug/L	20.0		107	70-130			
Dichloroacetic Acid	21.8	1.0	ug/L	20.0		109	70-130			
Monobromoacetic Acid	19.2	1.0	ug/L	20.0		96.2	70-130			
Monochloroacetic Acid	19.4	1.0	ug/L	20.0		96.9	70-130			
Total HAA5s	100	5.0	ug/L	100		100	70-130			
Trichloroacetic Acid	18.1	1.0	ug/L	20.0		90.5	70-130			
LCS Dup (7051302-BSD1)			Prepared: 05/22/17 Analyzed: 05/26/17							
Surrogate: 2,3-Dibromopropionic Acid	*7.00*		ug/L	*5.00*		*140*	*70-130*			*S-HI2*
Dibromoacetic Acid	24.0	1.0	ug/L	20.0		120	70-130	11.1	20	
Dichloroacetic Acid	20.8	1.0	ug/L	20.0		104	70-130	4.66	20	
Monobromoacetic Acid	19.7	1.0	ug/L	20.0		98.7	70-130	2.58	20	
Monochloroacetic Acid	18.9	1.0	ug/L	20.0		94.7	70-130	2.27	20	
Total HAA5s	104	5.0	ug/L	100		104	70-130	3.95	20	
Trichloroacetic Acid	20.5	1.0	ug/L	20.0		103	70-130	12.6	20	

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

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Somerset Domestic Water Works	Project: Comp. THM/HAA	
PO Box 549	Project Name / Number: [none]	**Reported:**
Somerset CO, 81434	Project Manager: Charles Shelden	05/31/17 18:22

VOLATILES BY GC/MS - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 7051508 - Volatiles										
Blank (7051508-BLK1)			Prepared & Analyzed: 05/15/17							
Surrogate: 4-Bromofluorobenzene	*9.87*		ug/L	*10.0*		*98.7*	*70-130*			
Bromodichloromethane	ND	0.500	ug/L							
Bromoform	ND	0.500	ug/L							
Chloroform	ND	0.500	ug/L							
Dibromochloromethane	ND	0.500	ug/L							
Surrogate: Dibromofluoromethane	*10.2*		ug/L	*10.0*		*102*	*70-130*			
Surrogate: Toluene-d8	*10.2*		ug/L	*10.0*		*102*	*70-130*			
TTHMs	ND	2.00	ug/L							
LCS (7051508-BS1)			Prepared & Analyzed: 05/15/17							
Surrogate: 4-Bromofluorobenzene	*10.1*		ug/L	*10.0*		*101*	*70-130*			
Bromodichloromethane	20.1	0.500	ug/L	20.0		100	70-130			
Bromoform	20.4	0.500	ug/L	20.0		102	70-130			
Chloroform	20.4	0.500	ug/L	20.0		102	70-130			
Dibromochloromethane	20.7	0.500	ug/L	20.0		103	70-130			
Surrogate: Dibromofluoromethane	*9.86*		ug/L	*10.0*		*98.6*	*70-130*			
Surrogate: Toluene-d8	*10.3*		ug/L	*10.0*		*103*	*70-130*			
TTHMs	81.5	2.00	ug/L	80.0		102	70-130			
LCS Dup (7051508-BSD1)			Prepared & Analyzed: 05/15/17							
Surrogate: 4-Bromofluorobenzene	*9.84*		ug/L	*10.0*		*98.4*	*70-130*			
Bromodichloromethane	20.9	0.500	ug/L	20.0		104	70-130	3.96	20	
Bromoform	19.7	0.500	ug/L	20.0		98.7	70-130	3.24	20	
Chloroform	21.0	0.500	ug/L	20.0		105	70-130	2.66	20	
Dibromochloromethane	20.4	0.500	ug/L	20.0		102	70-130	1.02	20	
Surrogate: Dibromofluoromethane	*9.90*		ug/L	*10.0*		*99.0*	*70-130*			
Surrogate: Toluene-d8	*10.1*		ug/L	*10.0*		*101*	*70-130*			
TTHMs	82.0	2.00	ug/L	80.0		103	70-130	0.611	20	

Green Analytical Laboratories

Debbie Zufelt

Debbie Zufelt, Reports Manager

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety. In no event shall Green Analytical Laboratories be liable for incidental or consequential damages. GALs liability, and clients exclusive remedy for any claim arising, shall be limited to the amount paid by client for analyses. All claims, including those for negligence and any other cause whatsoever, shall be deemed waived unless made in writing and received within thirty days after completion of the applicable service.

Culligan

9399 West Higgins Road Suite 1100
Rosemont, IL 60018

Phone: 847 430 1219
Fax: 847 430 2219

Report Date: 4/17/2017

CERTIFICATE OF ANALYSIS

ANALYSIS NUMBER: 1705846

Control Number: 77354

Culligan Water Conditioning of Grand Junction, Colorado
819 Kimball Avenue
Grand Junction, CO 81501

Customer: Oxbow Mine Prefiltration Supply Water
3737 Hwy 133
Somerset, CO 81434

Account Number: 5160
Collected By: Brian Rytting

Misc:
cc: brianrytting@culligangj.com

SAMPLE INFORMATION:

Analysis Type Requested:	Standard A + TOC Analysis				
Sampled:	4/4/2017	Supply/Source:	Private Well	Condition:	Untreated Water
Received:	4/7/2017	Sampling Point:	Equipment	Application:	Commercial

ANALYSIS INFORMATION:

		Turbidity after filtration:	NM
Conductivity (120.1):	1947.90 microS/cm	Est. TDS by Conductivity:	1184.48
Color (SM2120C):	14.30 color	Color after Acidification:	9.50 color
pH (150.1 1982):	8.03	Tannins:	<2.00 mg/L

Concentrations reported as mg/L (PPM) unless otherwise indicated

CATIONS (Method 200.7 Rev 4.4)

	As Element	As CaCO3
Calcium (Ca)	50.68	126.70
Magnesium (Mg)	15.30	63.04
Sodium (Na)	430.00	937.40
Potassium (K)	4.95	6.34
Strontium (Sr)	0.66	
Barium (Ba)	0.16	
Iron (Fe)	0.06	
Manganese (Mn)	0.03	
Copper (Cu)	<0.003	
Zinc (Zn)	<0.05	

ANIONS (Method 300.0)

	As Element	As CaCO3
Chloride (Cl)	139.62	196.86
Nitrate As N (NO3)	<0.20	0.43
Nitrite As N (NO2)	<0.10	0.00
Sulfate (SO4)	89.72	93.31
Bicarbonate	1160.99	952.01
Carbonate	NM	NM
Fluoride (F)	1.35	3.47
Silica (SiO2)	15.74	

	Mg/L	GPG		Mg/L	GPG		Mg/L	GPG
Cations (CaCO3)	1,133.48	66.29	Anions (CaCO3)	1,246.08	72.87	Hardness (CaCO3)	189.74	11.10

Additional Tests

1,1 Dichloroethane	ND ug/L	1,1 Dichloroethene	ND ug/L
1,1 Dichloropropene	ND ug/L	1,1,1,2 Tetrachloroethane	ND ug/L
1,1,1, Trichloroethane	ND ug/L	1,1,2,2 Tetrachloroethane	ND ug/L
1,1,2 Trichloroethane	ND ug/L	1,2 - Dichloroethane	ND ug/L
1,2 Dibromoethane (EDB)	ND ug/L	1,2,3 Trichlorobenzene	ND ug/L
1,2,3 Trichloropropane	ND ug/L	1,2,4 Trichlorobenzene	ND ug/L
1,2,4 Trimethylbenzene	ND ug/L	1,2 Dibromo-3-chloropropane	ND ug/L
1,2 Dichlorobenzene	ND ug/L	1,2 Dichloropropane	ND ug/L
1,3,5 Trimethylbenzene	ND ug/L	1,3 Dichlorobenzene	ND ug/L
1,3 Dichloropropane	ND ug/L	1,4 Dichlorobenzene	ND ug/L
2,2 Dichloropropane	ND ug/L	2-Chlorotoluene	ND ug/L
2-Hexanone	ND ug/L	4-Chlorotoluene	ND ug/L
Acetone	ND ug/L	Aluminum by ICP	ND ug/L
Arsenic by ICP (Screen)	ND ug/L	Benzene	ND ug/L
Bromobenzene	ND ug/L	Bromochloromethane	ND ug/L
Bromodichloromethane	ND ug/L	Bromoform	ND ug/L
Bromomethane	ND ug/L	Carbon Disulfide	ND ug/L
Carbon Tetrachloride	ND ug/L	Chlorobenzene	ND ug/L
Chloroform	ND ug/L	Chloromethane	ND ug/L
Cis-1,2-Dichloroethene	ND ug/L	Cis-1,3-Dichloropropene	ND ug/L
Dibromochloromethane	ND ug/L	Dibromomethane	ND ug/L
Dichlorodifluoromethane	ND ug/L	Dichloromethane	ND ug/L
Ethylbenzene	ND ug/L	Hexachlorbutadiene	ND ug/L
Iodomethane	ND ug/L	Iron Related Bacteria	Present
Isopropylbenzene	ND ug/L	Lead by ICP (Screen)	ND ug/L
m,p-Xylene	ND ug/L	Methyl Ethyl Ketone	ND ug/L
Methyl T-Butyl Ether	ND ug/L	Methyl Isobutyl Ketone	ND ug/L
Naphthalene	ND ug/L	n-Butylbenzene	ND ug/L
n-Propylbenzene	ND ug/L	o-Xylene	ND ug/L
p-iso-Propyltoluene	ND ug/L	sec-Butylbenzene	ND ug/L
Styrene	ND ug/L	Tert-Butylbenzene	ND ug/L
Tetrachloroethene	ND ug/L	TOC	3.36 mg/L
Toluene	ND ug/L	Trans-1,2-Dichloroethene	ND ug/L
Trans-1,3-Dichloropropene	ND ug/L	Trichloroethene	ND ug/L
Trichlorofluoromethane	ND ug/L	Vinyl Acetate	ND ug/L
Vinyl Chloride	ND ug/L		

*NA = Not Analyzed NM = Not Measured ND = Not Detected

This report can only be reproduced in its entirety. The results reported here are representative of the sample as received in the laboratory. Unless noted holding times for method 300 may not be followed.

NELAP Certifications: IL-100213; PA-68-04623; NY-11756; TX-TX269-2007A
State Certifications: IL-IDPH-17598; CA-2958; MT-CERT0091; IA-369; MO-1060
VT-02199; WI-399016200; CO-IL100213; MI-9988

Maria Mozdzen
Analytical Lab Manager

FEDERAL SAFE DRINKING WATER ACT

All tested parameters exceeding the maximum concentration levels (MCL) established under the "Federal Safe Drinking Water Act"

TestCode	Parameter	Found	MCL
PRIMARY:			
	Turbidity	0.82 NTU	0.50 NTU
SECONDARY:			
	Est TDS By Conductivity	1184.48 mg/L	500.00 mg/L

* MCL for Turbidity varies as follows:

1. Municipal Direct Filtration	0.5 NTU
2. Municipal Sand Filtration	1.0 NTU
3. Unfiltered Water Supply	5.0 NTU

TYPICAL POST RO DRINKING WATER UNITS

(Concentrations reported as mg/L (PPM) as the element)

Calcium (Ca)	1.01	Sulfate (SO4)	1.79
Iron (Fe)	0.00	Magnesium (Mg)	0.31
Manganese (Mn)	0.00	Sodium (Na)	8.60
Zinc (Zn)	0.00	Potassium (K)	0.15
Copper (Cu)	0.00	Chloride (Cl)	6.98
Nitrate As N (NO3)	0.03	Fluoride (F)	0.07
Nitrite As N (NO3)	0.00		

These values are typical of new modules on water with a pH of 7-9 at 70-74 F with 500-3000 mg/ L total salts operating with 40-70 PSI pressure across the module. Local conditions may yield different results.

DI CALCULATION FACTORS

			GPG	mg/L
Sodium	82.70%	Weak Base Fact X	16.97	290.17
Alkalinity	76.40%	Carbonic Acid	57.90	990.09
Chloride	67.84%	Cation Fact Y	66.29	1,133.48
Carbonic Acid	76.02%	Silica	13.05	269.15
Monovalent Ions	15.44%	Carbon Dioxide	1.11	19.04
Silica	1.23%	Strong Base Fact Z	74.70	1,277.39

Analysis Date:

Method	Date	Method	Date
120.1	4/17/2017	150.1 1982	4/17/2017
180.1 Rev. 2 1993	4/17/2017	200.7	4/17/2017
200.7 Rev. 4.4	4/17/2017	300.0	4/17/2017
524	4/17/2017	SM 2320 B Rev. 18	4/17/2017
SM 5310 C Rev. 18	4/17/2017	SM 5550	4/17/2017
SM2120C	4/17/2017		

pH - the acid strength of water on a scale of 0 to 14 (neutral = pH 7.0). Values from 7→0 are increasingly more acidic; values from 7→14 are increasingly more alkaline. The recommended range for drinking water under the U.S. regulations is 6.5 to 8.5.

Conductivity - the relative ability of water to carry an electrical current, used to estimate the total concentration of dissolved ions.

Turbidity - cloudiness in water caused by the dispersion of light by extremely tiny particles. Measured on an arbitrary scale of Nephelometric Turbidity Units (NTUs). The mandatory maximum under U.S. regulations is 0.5 NTU.

Color - the amount of brownish-yellow color from dissolved tannins from vegetation (like tea) and metals (like rust) and their combinations, measured on an arbitrary scale. The recommended maximum under U.S. regulations is 15 CU.

Silica, SiO_2 - a naturally occurring dissolved mineral, which produces a glassy scale in high temperature equipment but is more important in predicting the life of certain water treatment media.

Hydrogen Sulfide, H_2S - a toxic, noxious, corrosive gas that smells like rotten eggs. Bacteria acting on sulfate or organic sulfurcontaining materials in the absence of oxygen produce it. Only "special" water analyses can determine hydrogen sulfide levels.

Total Hardness - the sum of all metal ions which react with soap to inhibit sudsing and form "scum" or "bathtub ring" - mostly Calcium and Magnesium. When heated or evaporated, hard water can cause lime scale that can deposit on sink and shower fixtures and walls and result in loss in efficiency or fuel waste in water heaters, boilers, and cooling systems.

Total Alkalinity - the sum of hydroxide (OH^-), carbonate (CO_3^{-2}), and bicarbonate (HCO_3^-) ions, which can combine with both acids and bases, which act to buffer water and prevent sudden uncontrolled changes in pH.

Cations - ions (atoms or molecules with an electrical charge) with a positive (+) electrical charge, so named because they go toward the cathode in an electric field. Besides the hardness ions, the main cations in water are sodium, Na^+, and potassium, K^+.

Anions - ions (atoms or molecules with an electrical charge) with a negative (-) electrical charge, so named because they go toward the anode in an electric field. The main anions in water are hydroxide (OH^-), carbonate (CO_3^{-2}), bicarbonate (HCO_3^-) (which together comprise "alkalinity"), sulfate (SO_4^{-2}), nitrate (NO_3^-) and chloride (Cl^-).

Nitrate/Nitrite, NO_3^-/NO_2^- - important because of toxicity to infants, nitrate comes from fertilizers and animal wastes. Water supplies with high nitrate levels should also be screened for agricultural pesticides and bacterial contamination. The mandatory limit under U.S. regulations is 10 mg/L.

Sulfate, SO_4^{-2} - a common mineral component, only rarely occurring at excessive levels, which can cause a temporary diarrhea in visitors who have not become acclimated to it. Recommended U.S. limit, 250 mg/L.

Flouride, F^- - often added to water to inhibit tooth decay. Mandatory U.S. limits range from 4.0 mg/L in northern regions to 1.4 mg/L in southern regions (where more water in consumed).

Chloride, Cl^- - a common mineral component, can be found in elevated levels near seawater and other salt supplies, which can cause taste problems and can contribute to corrosion. Recommended U.S. limit, 250 mg/L.

Iron, Fe - cause of metallic taste, rust stains on laundry and porcelain fixtures, and clogging/fouling of equipment. The recommended U.S. limit is 0.3 mg/L.

Manganese, Mn - cause of metallic taste and black stains on laundry and porcelain. Often occurs in combination with iron. The recommended U.S. limit is 0.05 mg/L Mn or a total of 0.3 mg/L of Fe + Mn.

Copper, Cu - cause of green stains on porcelain and fittings, seldom naturally-occurring, usually due to corrosion. The mandatory U.S. "actions level" of 1.3 mg/L is tied to the regulation for lead contamination due to corrosion of plumbing materials.

Zinc, Zn - cause of metallic taste and upset stomach. Due to corrosion of galvanized plumbing materials. Recommended U.S. limit, 5.0 mg/L.

Units of Concentration used in this Report

gpg-abbreviation for "grains per gallon" calculated in terms of calcium carbonate equivalents. Multiply by 17.12 to convert gpg into either ppm or mg/L.
ppm-abbreviation for "parts per million." Interchangeable with mg/L.
mg/L-abbreviation for "milligrams per liter." Interchangeable with ppm. (There are one million milligrams in a liter of pure water).
ppb-abbreviation for "parts per billion." Interchangeable with µg/L or micrograms per liter.
µg/L-abbreviation for "micrograms per liter." Interchangeable with ppb. (There are a billion micrograms in a liter).

1000 ppb = 1 ppm; 1000 µg/L = 1 mg/L

THIS ANALYSIS WILL NOT DETERMINE WHETHER A WATER IS SAFE FOR HUMAN CONSUMPTION

1705846 **Control Number:** 77354

Culligan International Company Analytical Laboratory
9399 W. Higgins Road Suite 1100
Rosemont, IL 60018

SAMPLE SUBMITTED BY:
Account Number: 5160
Account Name: Culligan Water
Phone Number: 970-243-0628
E-MAIL: brianryt-fitz@culligangj.com
Person Taking Sample: Brian Rything
Date Sample Taken: 4-4-17 Time Sample Taken: 12:15 pm,

CUSTOMER INFORMATION: Pre-filtration Supply Water
Customer Name: Oxbow Mine
Address: 3737 Hwy 133
City: Somerset **State:** CO **Zip:** 81434
Customer reported concern:

SAMPLE INFORMATION:
Water Supply: Private ✓ Municipal
Source: Surface Well ✓ Unknown
Condition: Treated Untreated ✓
Sample Point: Faucet Equipment ✓ Other
Application: Household Commercial ✓ National Account
Comments: Inlet water supply to (2) Train Filtration

ANALYSIS REQUESTED:
Standard Analysis: ✓
Standard w/TOC: ✓
Hemodialysis Basic:
Hemodialysis Complete:
Bacteria: Iron ✓ Sulfate Slime
Scale Analysis:
Resin Analysis:
Depth Filter Analysis:
Arsenic Filter
VOC ✓

Special Analysis: (List Analysis Requested):

For Questions contact Rick Cook at (847) 430-1284 or Maria Mozdzen at (847) 430-1219

LAB USE ONLY:
Sample received in acceptable condition: Yes No Received by: Date: Time:
If not reason:
Disposition of sample:

Litigation samples are not accepted by the laboratory

Customer:
Please Sign:
Please print your name: Brian Rything

Culligan International Company
By:
Its:

Culligan

9399 West Higgins Road Suite 1100
Rosemont, IL 60018

Phone: 847 430 1219
Fax: 847 430 2219

Report Date: 4/12/2017

CERTIFICATE OF ANALYSIS

ANALYSIS NUMBER: 1705845

Control Number: 77448

Culligan Water Conditioning of Grand Junction, Colorado
819 Kimball Avenue
Grand Junction, CO 81501

Customer: Oxbow Mine Train 1 Post Treatment
3737 Hwy 133
Somerset, CO 81434

Account Number: 5160
Collected By: Brian Rytting

Misc:
cc: brianrytting@culligangj.com

SAMPLE INFORMATION:

Analysis Type Requested:	Standard A + TOC Analysis				
Sampled:	4/4/2017	Supply/Source:	Private Well	Condition:	Treated Water
Received:	4/7/2017	Sampling Point:	Equipment	Application:	Commercial

ANALYSIS INFORMATION:

		Turbidity after filtration:	NM
Conductivity (120.1):	1954.30 microS/cm	Est. TDS by Conductivity:	1188.13
Color (SM2120C):	8.00 color	Color after Acidification:	6.20 color
pH (150.1 1982):	7.99	Tannins:	<2.00 mg/L

Concentrations reported as mg/L (PPM) unless otherwise indicated

CATIONS (Method 200.7 Rev 4.4)

	As Element	As CaCO3
Calcium (Ca)	50.92	127.30
Magnesium (Mg)	15.23	62.75
Sodium (Na)	461.90	1006.94
Potassium (K)	4.82	6.17
Strontium (Sr)	0.66	
Barium (Ba)	0.15	
Iron (Fe)	<0.05	
Manganese (Mn)	<0.02	
Copper (Cu)	<0.003	
Zinc (Zn)	<0.05	

ANIONS (Method 300.0)

	As Element	As CaCO3
Chloride (Cl)	142.51	200.94
Nitrate As N (NO3)	<0.20	0.43
Nitrite As N (NO2)	<0.10	0.00
Sulfate (SO4)	90.11	93.71
Bicarbonate	1155.30	947.35
Carbonate	NM	NM
Fluoride (F)	1.31	3.37
Silica (SiO2)	15.55	

	Mg/L	GPG		Mg/L	GPG		Mg/L	GPG
Cations (CaCO3)	1,203.16	70.36	Anions (CaCO3)	1,245.80	72.85	Hardness (CaCO3)	190.05	11.11

Additional Tests

1,1 Dichloroethane	ND ug/L	1,1 Dichloroethene	ND ug/L
1,1 Dichloropropene	ND ug/L	1,1,1,2 Tetrachloroethane	ND ug/L
1,1,1, Trichloroethane	ND ug/L	1,1,2,2 Tetrachloroethane	ND ug/L
1,1,2 Trichloroethane	ND ug/L	1,2 - Dichloroethane	ND ug/L
1,2 Dibromoethane (EDB)	ND ug/L	1,2,3 Trichlorobenzene	ND ug/L
1,2,3 Trichloropropane	ND ug/L	1,2,4 Trichlorobenzene	ND ug/L
1,2,4 Trimethylbenzene	ND ug/L	1,2 Dibromo-3-chloropropane	ND ug/L
1,2 Dichlorobenzene	ND ug/L	1,2 Dichloropropane	ND ug/L
1,3,5 Trimethylbenzene	ND ug/L	1,3 Dichlorobenzene	ND ug/L
1,3 Dichloropropane	ND ug/L	1,4 Dichlorobenzene	ND ug/L
2,2 Dichloropropane	ND ug/L	2-Chlorotoluene	ND ug/L
2-Hexanone	ND ug/L	4-Chlorotoluene	ND ug/L
Acetone	ND ug/L	Aluminum by ICP	ND ug/L
Arsenic by ICP (Screen)	ND ug/L	Benzene	ND ug/L
Bromobenzene	ND ug/L	Bromochloromethane	ND ug/L
Bromodichloromethane	ND ug/L	Bromoform	ND ug/L
Bromomethane	ND ug/L	Carbon Disulfide	ND ug/L
Carbon Tetrachloride	ND ug/L	Chlorobenzene	ND ug/L
Chloroform	ND ug/L	Chloromethane	ND ug/L
Cis-1,2-Dichloroethene	ND ug/L	Cis-1,3-Dichloropropene	ND ug/L
Dibromochloromethane	ND ug/L	Dibromomethane	ND ug/L
Dichlorodifluoromethane	ND ug/L	Dichloromethane	ND ug/L
Ethylbenzene	ND ug/L	Hexachlorbutadiene	ND ug/L
Iodomethane	ND ug/L	Iron Related Bacteria	Present
Isopropylbenzene	ND ug/L	Lead by ICP (Screen)	ND ug/L
m,p-Xylene	ND ug/L	Methyl Ethyl Ketone	ND ug/L
Methyl T-Butyl Ether	ND ug/L	Methyl Isobutyl Ketone	ND ug/L
Naphthalene	ND ug/L	n-Butylbenzene	ND ug/L
n-Propylbenzene	ND ug/L	o-Xylene	ND ug/L
p-iso-Propyltoluene	ND ug/L	sec-Butylbenzene	ND ug/L
Styrene	ND ug/L	Tert-Butylbenzene	ND ug/L
Tetrachloroethene	ND ug/L	TOC	120.44 mg/L
Toluene	ND ug/L	Trans-1,2-Dichloroethene	ND ug/L
Trans-1,3-Dichloropropene	ND ug/L	Trichloroethene	ND ug/L
Trichlorofluoromethane	ND ug/L	Vinyl Acetate	ND ug/L
Vinyl Chloride	ND ug/L		

*NA = Not Analyzed NM = Not Measured ND = Not Detected

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NELAP Certifications: IL-100213; PA-68-04623; NY-11756; TX-TX269-2007A
State Certifications: IL-IDPH-17598; CA-2958; MT-CERT0091; IA-369; MO-1060
VT-02199; WI-399016200; CO-IL100213; MI-9988

Maria Mozdzen
Analytical Lab Manager

FEDERAL SAFE DRINKING WATER ACT

All tested parameters exceeding the maximum concentration levels (MCL) established under the "Federal Safe Drinking Water Act"

TestCode	Parameter	Found	MCL
SECONDARY:			
	Est TDS By Conductivity	1188.13 mg/L	500.00 mg/L

* MCL for Turbidity varies as follows:

1. Municipal Direct Filtration	0.5 NTU
2. Municipal Sand Filtration	1.0 NTU
3. Unfiltered Water Supply	5.0 NTU

TYPICAL POST RO DRINKING WATER UNITS

(Concentrations reported as mg/L (PPM) as the element)

Calcium (Ca)	1.02	Sulfate (SO4)	1.80
Iron (Fe)	0.00	Magnesium (Mg)	0.30
Manganese (Mn)	0.00	Sodium (Na)	9.24
Zinc (Zn)	0.00	Potassium (K)	0.14
Copper (Cu)	0.00	Chloride (Cl)	7.13
Nitrate As N (NO3)	0.03	Fluoride (F)	0.07
Nitrite As N (NO3)	0.00		

These values are typical of new modules on water with a pH of 7-9 at 70-74 F with 500-3000 mg/ L total salts operating with 40-70 PSI pressure across the module. Local conditions may yield different results.

DI CALCULATION FACTORS

			GPG	mg/L
Sodium	83.69%	Weak Base Fact X	17.23	294.65
Alkalinity	76.04%	Carbonic Acid	57.62	985.25
Chloride	68.20%	Cation Fact Y	70.36	1,203.16
Carbonic Acid	75.67%	Silica	12.90	265.91
Monovalent Ions	15.77%	Carbon Dioxide	1.11	18.95
Silica	1.22%	Strong Base Fact Z	74.67	1,276.93

Analysis Date:

Method	Date	Method	Date
120.1	4/12/2017	150.1 1982	4/12/2017
180.1 Rev. 2 1993	4/12/2017	200.7	4/12/2017
200.7 Rev. 4.4	4/12/2017	300.0	4/12/2017
524	4/12/2017	SM 2320 B Rev. 18	4/12/2017
SM 5310 C Rev. 18	4/12/2017	SM 5550	4/12/2017
SM2120C	4/12/2017		

pH - the acid strength of water on a scale of 0 to 14 (neutral = pH 7.0). Values from 7→0 are increasingly more acidic; values from 7→14 are increasingly more alkaline. The recommended range for drinking water under the U.S. regulations is 6.5 to 8.5.

Conductivity - the relative ability of water to carry an electrical current, used to estimate the total concentration of dissolved ions.

Turbidity - cloudiness in water caused by the dispersion of light by extremely tiny particles. Measured on an arbitrary scale of Nephelometric Turbidity Units (NTUs). The mandatory maximum under U.S. regulations is 0.5 NTU.

Color - the amount of brownish-yellow color from dissolved tannins from vegetation (like tea) and metals (like rust) and their combinations, measured on an arbitrary scale. The recommended maximum under U.S. regulations is 15 CU.

Silica, SiO_2 - a naturally occurring dissolved mineral, which produces a glassy scale in high temperature equipment but is more important in predicting the life of certain water treatment media.

Hydrogen Sulfide, H_2S - a toxic, noxious, corrosive gas that smells like rotten eggs. Bacteria acting on sulfate or organic sulfurcontaining materials in the absence of oxygen produce it. Only "special" water analyses can determine hydrogen sulfide levels.

Total Hardness - the sum of all metal ions which react with soap to inhibit sudsing and form "scum" or "bathtub ring" - mostly Calcium and Magnesium. When heated or evaporated, hard water can cause lime scale that can deposit on sink and shower fixtures and walls and result in loss in efficiency or fuel waste in water heaters, boilers, and cooling systems.

Total Alkalinity - the sum of hydroxide (OH^-), carbonate (CO_3^{-2}), and bicarbonate (HCO_3^-) ions, which can combine with both acids and bases, which act to buffer water and prevent sudden uncontrolled changes in pH.

Cations - ions (atoms or molecules with an electrical charge) with a positive (+) electrical charge, so named because they go toward the cathode in an electric field. Besides the hardness ions, the main cations in water are sodium, Na^+, and potassium, K^+.

Anions - ions (atoms or molecules with an electrical charge) with a negative (-) electrical charge, so named because they go toward the anode in an electric field. The main anions in water are hydroxide (OH^-), carbonate (CO_3^{-2}), bicarbonate (HCO_3^-) (which together comprise "alkalinity"), sulfate (SO_4^{-2}), nitrate (NO_3^-) and chloride (Cl^-).

Nitrate/Nitrite, NO_3^-/NO_2^- - important because of toxicity to infants, nitrate comes from fertilizers and animal wastes. Water supplies with high nitrate levels should also be screened for agricultural pesticides and bacterial contamination. The mandatory limit under U.S. regulations is 10 mg/L.

Sulfate, SO_4^{-2} - a common mineral component, only rarely occurring at excessive levels, which can cause a temporary diarrhea in visitors who have not become acclimated to it. Recommended U.S. limit, 250 mg/L.

Flouride, F^- - often added to water to inhibit tooth decay. Mandatory U.S. limits range from 4.0 mg/L in northern regions to 1.4 mg/L in southern regions (where more water in consumed).

Chloride, Cl^- - a common mineral component, can be found in elevated levels near seawater and other salt supplies, which can cause taste problems and can contribute to corrosion. Recommended U.S. limit, 250 mg/L.

Iron, Fe - cause of metallic taste, rust stains on laundry and porcelain fixtures, and clogging/fouling of equipment. The recommended U.S. limit is 0.3 mg/L.

Manganese, Mn - cause of metallic taste and black stains on laundry and porcelain. Often occurs in combination with iron. The recommended U.S. limit is 0.05 mg/L Mn or a total of 0.3 mg/L of Fe + Mn.

Copper, Cu - cause of green stains on porcelain and fittings, seldom naturally-occurring, usually due to corrosion. The mandatory U.S. "actions level" of 1.3 mg/L is tied to the regulation for lead contamination due to corrosion of plumbing materials.

Zinc, Zn - cause of metallic taste and upset stomach. Due to corrosion of galvanized plumbing materials. Recommended U.S. limit, 5.0 mg/L.

Units of Concentration used in this Report

gpg-abbreviation for "grains per gallon" calculated in terms of calcium carbonate equivalents. Multiply by 17.12 to convert gpg into either ppm or mg/L.
ppm-abbreviation for "parts per million." Interchangeable with mg/L.
mg/L-abbreviation for "milligrams per liter." Interchangeable with ppm. (There are one million milligrams in a liter of pure water).
ppb-abbreviation for "parts per billion." Interchangeable with µg/L or micrograms per liter.
µg/L-abbreviation for "micrograms per liter." Interchangeable with ppb. (There are a billion micrograms in a liter).

1000 ppb = 1 ppm; 1000 µg/L = 1 mg/L

THIS ANALYSIS WILL NOT DETERMINE WHETHER A WATER IS SAFE FOR HUMAN CONSUMPTION

1705845

Control Number: 77448

SAMPLE ANALYSIS REQUEST

Culligan International Company Analytical Laboratory
9399 W. Higgins Road Suite 1100
Rosemont, IL 60018

SAMPLE SUBMITTED BY:
Account Number: 5160
Account Name: Culligan Water
Phone Number: 970-243-0628
E-MAIL: brian.rathbun@culligansj.com
Person Taking Sample: Brian Rathbun
Date Sample Taken: 4-4-17 Time Sample Taken: 1:00 p.m.

CUSTOMER INFORMATION: Train #1 post treatment
Customer Name: Oxbow Mine
Address: 3737 Hwy 133
City: Somerset **State:** CO **Zip:** 81434
Customer reported concern: Orange color & high THM's

SAMPLE INFORMATION:
Water Supply: Private ✓ Municipal ____
Source: Surface ____ Well ✓ Unknown ____
Condition: Treated ✓ Untreated ____
Sample Point: Faucet ____ Equipment ✓ Other ____
Application: Household ____ Commercial ✓ National Account ____
Comments: Post water from Train filtration for Town of Somerset

ANALYSIS REQUESTED:
Standard Analysis: ✓
Standard w/TOC: ____
Hemodialysis Basic: ____
Hemodialysis Complete: ____
Bacteria: Iron ✓ Sulfate ____ Slime ____
Scale Analysis: ____
Resin Analysis: ____
Depth Filter Analysis: ____
Arsenic Filter ____
VOC ✓

Special Analysis: (List Analysis Requested): ____

For Questions contact Rick Cook at (847) 430-1284 or Maria Mozdzen at (847) 430-1219

LAB USE ONLY:
Sample received in acceptable condition: Yes ____ No ____ Received by: ____ Date: ____ Time: ____
If not reason: ____
Disposition of sample: ____

Litigation samples are not accepted by the laboratory

Customer:
Please Sign: Brian Rathbun
Please print your name: Brian Rathbun

Culligan International Company
By: ____
Its: ____

Culligan

9399 West Higgins Road Suite 1100
Rosemont, IL 60018

Phone: 847 430 1219
Fax: 847 430 2219

Report Date: 4/11/2017

CERTIFICATE OF ANALYSIS

ANALYSIS NUMBER: 1705833

Control Number: 77351

Culligan Water Conditioning of Grand Junction, Colorado
819 Kimball Avenue
Grand Junction, CO 81501

Customer: Oxbow Mine
3737 Hwy 133
Somerset, CO 81434

Account Number: 5160
Collected By: Brian Rytting

Misc: Train 2 Post Filtration
cc: brianrytting@culligangj.com

SAMPLE INFORMATION:

Analysis Type Requested:	Standard A Analysis				
Sampled:	4/4/2017	Supply/Source:	Private Well	Condition:	Treated Water
Received:	4/7/2017	Sampling Point:	Equipment	Application:	Commercial

ANALYSIS INFORMATION:

		Turbidity after filtration:	NM
Conductivity (120.1):	1949.00 microS/cm	Est. TDS by Conductivity:	1185.09
Color (SM2120C):	41.90 color	Color after Acidification:	6.10 color
pH (150.1 1982):	7.99	Tannins:	<2.00 mg/L

Concentrations reported as mg/L (PPM) unless otherwise indicated

CATIONS (Method 200.7 Rev 4.4)

	As Element	As CaCO3
Calcium (Ca)	52.23	130.58
Magnesium (Mg)	15.66	64.52
Sodium (Na)	447.10	974.68
Potassium (K)	4.79	6.13
Strontium (Sr)	0.68	
Barium (Ba)	0.16	
Iron (Fe)	<0.05	
Manganese (Mn)	<0.02	
Copper (Cu)	<0.003	
Zinc (Zn)	<0.05	

ANIONS (Method 300.0)

	As Element	As CaCO3
Chloride (Cl)	137.30	193.59
Nitrate As N (NO3)	<0.20	0.43
Nitrite As N (NO2)	<0.10	0.00
Sulfate (SO4)	89.34	92.91
Bicarbonate	1170.12	959.50
Carbonate	NM	NM
Fluoride (F)	1.32	3.39
Silica (SiO2)	15.69	

	Mg/L	GPG		Mg/L	GPG		Mg/L	GPG
Cations (CaCO3)	1,175.91	68.77	Anions (CaCO3)	1,249.82	73.09	Hardness (CaCO3)	195.10	11.41

Additional Tests

1,1 Dichloroethane	ND ug/L	1,1 Dichloroethene	ND ug/L
1,1 Dichloropropene	ND ug/L	1,1,1,2 Tetrachloroethane	ND ug/L
1,1,1, Trichloroethane	ND ug/L	1,1,2,2 Tetrachloroethane	ND ug/L
1,1,2 Trichloroethane	ND ug/L	1,2 - Dichloroethane	ND ug/L
1,2 Dibromoethane (EDB)	ND ug/L	1,2,3 Trichlorobenzene	ND ug/L
1,2,3 Trichloropropane	ND ug/L	1,2,4 Trichlorobenzene	ND ug/L
1,2,4 Trimethylbenzene	ND ug/L	1,2 Dibromo-3-chloropropane	ND ug/L
1,2 Dichlorobenzene	ND ug/L	1,2 Dichloropropane	ND ug/L
1,3,5 Trimethylbenzene	ND ug/L	1,3 Dichlorobenzene	ND ug/L
1,3 Dichloropropane	ND ug/L	1,4 Dichlorobenzene	ND ug/L
2,2 Dichloropropane	ND ug/L	2-Chlorotoluene	ND ug/L
2-Hexanone	ND ug/L	4-Chlorotoluene	ND ug/L
Acetone	ND ug/L	Aluminum by ICP	ND ug/L
Arsenic by ICP (Screen)	ND ug/L	Benzene	ND ug/L
Bromobenzene	ND ug/L	Bromochloromethane	ND ug/L
Bromodichloromethane	ND ug/L	Bromoform	ND ug/L
Bromomethane	ND ug/L	Carbon Disulfide	ND ug/L
Carbon Tetrachloride	ND ug/L	Chlorobenzene	ND ug/L
Chloroform	ND ug/L	Chloromethane	ND ug/L
Cis-1,2-Dichloroethene	ND ug/L	Cis-1,3-Dichloropropene	ND ug/L
Dibromochloromethane	ND ug/L	Dibromomethane	ND ug/L
Dichlorodifluoromethane	ND ug/L	Dichloromethane	ND ug/L
Ethylbenzene	ND ug/L	Hexachlorbutadiene	ND ug/L
Iodomethane	ND ug/L	Isopropylbenzene	ND ug/L
Lead by ICP (Screen)	ND ug/L	m,p-Xylene	ND ug/L
Methyl Ethyl Ketone	ND ug/L	Methyl T-Butyl Ether	ND ug/L
Methyl Isobutyl Ketone	ND ug/L	Naphthalene	ND ug/L
n-Butylbenzene	ND ug/L	n-Propylbenzene	ND ug/L
o-Xylene	ND ug/L	p-iso-Propyltoluene	ND ug/L
sec-Butylbenzene	ND ug/L	Styrene	ND ug/L
Tert-Butylbenzene	ND ug/L	Tetrachloroethene	ND ug/L
Toluene	ND ug/L	Trans-1,2-Dichloroethene	ND ug/L
Trans-1,3-Dichloropropene	ND ug/L	Trichloroethene	ND ug/L
Trichlorofluoromethane	ND ug/L	Bromodichloromethane	0.00 ug/L
Bromoform	0.00 ug/L	Chloroform	0.00 ug/L
Dibromochloromethane	0.14 ug/L	Trihalomethanes	ND ug/L
Vinyl Acetate	ND ug/L	Vinyl Chloride	ND ug/L

*NA = Not Analyzed NM = Not Measured ND = Not Detected

This report can only be reproduced in its entirety. The results reported here are representative of the sample as received in the laboratory. Unless noted holding times for method 300 may not be followed.

NELAP Certifications: IL-100213; PA-68-04623; NY-11756; TX-TX269-2007A
State Certifications: IL-IDPH-17598; CA-2958; MT-CERT0091; IA-369; MO-1060
VT-02199; WI-399016200; CO-IL100213; MI-9988

Maria Mozdzen
Analytical Lab Manager

FEDERAL SAFE DRINKING WATER ACT

All tested parameters exceeding the maximum concentration levels (MCL) established under the "Federal Safe Drinking Water Act"

TestCode	Parameter	Found	MCL
SECONDARY:			
	Color	41.90 color	15.00 color
	Est TDS By Conductivity	1185.09 mg/L	500.00 mg/L

* MCL for Turbidity varies as follows:

1. Municipal Direct Filtration	0.5 NTU
2. Municipal Sand Filtration	1.0 NTU
3. Unfiltered Water Supply	5.0 NTU

TYPICAL POST RO DRINKING WATER UNITS

(Concentrations reported as mg/L (PPM) as the element)

Calcium (Ca)	1.04	Sulfate (SO4)	1.79
Iron (Fe)	0.00	Magnesium (Mg)	0.31
Manganese (Mn)	0.00	Sodium (Na)	8.94
Zinc (Zn)	0.00	Potassium (K)	0.14
Copper (Cu)	0.00	Chloride (Cl)	6.87
Nitrate As N (NO3)	0.03	Fluoride (F)	0.07
Nitrite As N (NO3)	0.00		

These values are typical of new modules on water with a pH of 7-9 at 70-74 F with 500-3000 mg/ L total salts operating with 40-70 PSI pressure across the module. Local conditions may yield different results.

DI CALCULATION FACTORS

			GPG	mg/L
Sodium	82.89%	Weak Base Fact X	16.75	286.50
Alkalinity	76.77%	Carbonic Acid	58.36	997.88
Chloride	67.57%	Cation Fact Y	68.77	1,175.91
Carbonic Acid	76.38%	Silica	13.01	268.30
Monovalent Ions	15.14%	Carbon Dioxide	1.12	19.19
Silica	1.22%	Strong Base Fact Z	74.93	1,281.31

Analysis Date:

Method	Date	Method	Date
120.1	4/11/2017	150.1 1982	4/11/2017
180.1 Rev. 2 1993	4/11/2017	200.7	4/11/2017
200.7 Rev. 4.4	4/11/2017	300.0	4/11/2017
524	4/11/2017	SM 2320 B Rev. 18	4/11/2017
SM 5550	4/11/2017	SM2120C	4/11/2017

pH - the acid strength of water on a scale of 0 to 14 (neutral = pH 7.0). Values from 7→0 are increasingly more acidic; values from 7→14 are increasingly more alkaline. The recommended range for drinking water under the U.S. regulations is 6.5 to 8.5.

Conductivity - the relative ability of water to carry an electrical current, used to estimate the total concentration of dissolved ions.

Turbidity - cloudiness in water caused by the dispersion of light by extremely tiny particles. Measured on an arbitrary scale of Nephelometric Turbidity Units (NTUs). The mandatory maximum under U.S. regulations is 0.5 NTU.

Color - the amount of brownish-yellow color from dissolved tannins from vegetation (like tea) and metals (like rust) and their combinations, measured on an arbitrary scale. The recommended maximum under U.S. regulations is 15 CU.

Silica, SiO_2 - a naturally occurring dissolved mineral, which produces a glassy scale in high temperature equipment but is more important in predicting the life of certain water treatment media.

Hydrogen Sulfide, H_2S - a toxic, noxious, corrosive gas that smells like rotten eggs. Bacteria acting on sulfate or organic sulfurcontaining materials in the absence of oxygen produce it. Only "special" water analyses can determine hydrogen sulfide levels.

Total Hardness - the sum of all metal ions which react with soap to inhibit sudsing and form "scum" or "bathtub ring" - mostly Calcium and Magnesium. When heated or evaporated, hard water can cause lime scale that can deposit on sink and shower fixtures and walls and result in loss in efficiency or fuel waste in water heaters, boilers, and cooling systems.

Total Alkalinity - the sum of hydroxide (OH^-), carbonate (CO_3^{-2}), and bicarbonate (HCO_3^-) ions, which can combine with both acids and bases, which act to buffer water and prevent sudden uncontrolled changes in pH.

Cations - ions (atoms or molecules with an electrical charge) with a positive (+) electrical charge, so named because they go toward the cathode in an electric field. Besides the hardness ions, the main cations in water are sodium, Na^+, and potassium, K^+.

Anions - ions (atoms or molecules with an electrical charge) with a negative (-) electrical charge, so named because they go toward the anode in an electric field. The main anions in water are hydroxide (OH^-), carbonate (CO_3^{-2}), bicarbonate (HCO_3^-) (which together comprise "alkalinity"), sulfate (SO_4^{-2}), nitrate (NO_3^-) and chloride (Cl^-).

Nitrate/Nitrite, NO_3^-/NO_2^- - important because of toxicity to infants, nitrate comes from fertilizers and animal wastes. Water supplies with high nitrate levels should also be screened for agricultural pesticides and bacterial contamination. The mandatory limit under U.S. regulations is 10 mg/L.

Sulfate, SO_4^{-2} - a common mineral component, only rarely occurring at excessive levels, which can cause a temporary diarrhea in visitors who have not become acclimated to it. Recommended U.S. limit, 250 mg/L.

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Chloride, Cl^- - a common mineral component, can be found in elevated levels near seawater and other salt supplies, which can cause taste problems and can contribute to corrosion. Recommended U.S. limit, 250 mg/L.

Iron, Fe - cause of metallic taste, rust stains on laundry and porcelain fixtures, and clogging/fouling of equipment. The recommended U.S. limit is 0.3 mg/L.

Manganese, Mn - cause of metallic taste and black stains on laundry and porcelain. Often occurs in combination with iron. The recommended U.S. limit is 0.05 mg/L Mn or a total of 0.3 mg/L of Fe + Mn.

Copper, Cu - cause of green stains on porcelain and fittings, seldom naturally-occurring, usually due to corrosion. The mandatory U.S. "actions level" of 1.3 mg/L is tied to the regulation for lead contamination due to corrosion of plumbing materials.

Zinc, Zn - cause of metallic taste and upset stomach. Due to corrosion of galvanized plumbing materials. Recommended U.S. limit, 5.0 mg/L.

Units of Concentration used in this Report

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mg/L-abbreviation for "milligrams per liter." Interchangeable with ppm. (There are one million milligrams in a liter of pure water).
ppb-abbreviation for "parts per billion." Interchangeable with µg/L or micrograms per liter.
µg/L-abbreviation for "micrograms per liter." Interchangeable with ppb. (There are a billion micrograms in a liter).

1000 ppb = 1 ppm; 1000 µg/L = 1 mg/L

THIS ANALYSIS WILL NOT DETERMINE WHETHER A WATER IS SAFE FOR HUMAN CONSUMPTION

APPENDIX G
RAW WATER BENCH SCALE TEST REPORT

LABORATORY REPORT

MIEX® RESIN TREATABILITY STUDY FOR DISSOLVED ORGANICS AND BROMIDE REMOVAL

Preliminary

IXOM

Somerset, CO
LR-2017-15
9/14/17

8150 S. Akron St. Centennial, CO 80112

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SECTION 1: EXECUTIVE SUMMARY

Ixom Watercare received raw and treated water samples from the Oxbow Mine water treatment plant in August 2017. The water was sent for MIEX® resin multiple load testing and coagulation jar tests to determine organic reductions and disinfection by product (DBP) concentrations that could be achieved with a MIEX® Pre-Treatment system.

Multiple load testing was then conducted over a range of treatment rates:

- The combination treatment of MIEX DOC and Bromide resins (MIEX ® Plus Br) reduced the DOC by up to 80% (from 4.38 to 0.86 mg/L) and bromide by up to 49% (from 3.18 to 1.63 mg/L).

The MIEX® Treated water followed by coagulation was dosed with various chlorine doses and incubated for 96 hours at 15°C.

- Results will be updated when we get them back from Eurofins.

Overall MIEX® Pre-Treatment would offer a significant decrease in the levels of DBP precursors in the Oxbow Mine Water Treatment Plant's water source.

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LIST OF ACRONYMS & DEFINITIONS

BV	Bed Volume
DBP	Disinfection By-Products
DOC	Dissolved Organic Carbon
EPA	Environmental Protection Agency
gpm	Gallons per Minute
HAA5	Summation of Five Regulated Haloacetic Acids
MCL	Maximum Contaminant Level
ppm	Parts per Million
SDS	Simulated Distribution System
WTP	Water Treatment Plant
TOC	Total Organic Carbon
TTHM	Total Trihalomethanes
UVA	UV_{254} Absorbance

DEFINITIONS

Regenerate – A process of contacting organically loaded resin with brine solution to exchange organics and replace them with chloride ions

Fresh Resin – MIEX® Resin that has been previously used and been regenerated

Virgin Resin – New resin that has not previously been exposed to raw or treated water

Bed Volume – Volumetric ratio of treated water to resin

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SECTION 2: INTRODUCTION & BACKGROUND

2.1 Background

The Oxbow Mine Water Treatment Plant is currently investigating treatment options to reduce dissolved organic carbon (DOC) in order to mitigate disinfection by-product (DBP) formation and meet EPA Guidelines for DBPs. DOC and bromide are a known precursors to the formation of DBPs, which are created when free or combined chlorine, bromide and DOC react to form halogenated organic compounds. Trihalomethanes (TTHM) and 5 Haloacetic Acids (HAA5) are regulated classes of DBPs. The maximum contaminant limit (MCL), set by the EPA, is 80 μg/L for TTHMs and 60 μg/L for HAA5. The MIEX® (**M**agnetic **I**on **Ex**change**)** Process is a blended anion exchange unit operation that selectively removes DOC and bromide from water. The DOC and bromide removal achieved through application of the MIEX® Process could potentially result in reduced DBP formation and reduced downstream chemical consumption.

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2.2 Objectives

The objective of this study is to determine, through laboratory batch test procedures, the feasibility of reducing DOC and bromide concentrations found in the raw water source using the MIEX® Process. An initial comparison of MIEX® resins was conducted to determine the optimal resin for this water source. A multiple loading test was then conducted using the selected MIEX® Resins on the raw water sample to determine the optimal treatment rate for the source waters. The optimal rate is selected based on treatment goals, economic feasibility, and diminishing DOC and bromide removal returns. Following MIEX® Resin treatment, coagulation jar tests were conducted on the optimal treated water with varying doses to determine the optimal coagulation process for DOC

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reduction. Additionally, a coagulation control test was run to compare results achieved by coagulation alone with those achieved by MIEX® Treatment. The optimal treatment options were then dosed with free chlorine and incubated at the appropriate temperature, pH, and time in order to replicate the water treatment plant and distribution system conditions. The samples were sent to an external certified laboratory for TTHM and HAA5 analysis.

SECTION 3: TREATMENT METHOD DETAILS

3.1 Raw Water Characterization

Ixom Watercare received a raw water sample from Oxbow Mine in August 2017. The analytical methods used to characterize the sample and the corresponding results are shown in Table 1. The parameters were measured at the IXOM Watercare laboratory in Centennial, Colorado.

Table 1 – Raw Water Characterization

Parameter	Units	Raw Water	Analytical Method*
DOC	mg/L	4.38	Standard Method 5310 C (Filtered 0.45 micron)
UVA $_{254}$ (nm)	cm^{-1}	0.125	Standard Method 5910 B (Filtered 0.45 micron)
Specific Ultraviolet Adsorption (SUVA)	L/mg-m	2.85	Calculated
True Color	CU	58	Standard Method 2120 C (Filtered 0.45 micron)
Bromide	mg/L	3.18	External Lab Analysis
pH	-	8.49	Standard Method 4500 H^+

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Parameter	Units	Raw Water	Analytical Method*
Total Alkalinity (mg/L $CaCO_3$)	mg/L	845	Standard Method 2320 B
Total Hardness (mg/L $CaCO_3$)	mg/L	300	Standard Method 2340 C
Iron	mg/L	0.04	Standard Method 3500-Fe B
Sulfate	mg/L	78.0	Standard Method 4500-SO_4^{-2} E
Chloride	mg/L	124	Standard Method 4500-Cl^- B
Turbidity	NTU	5.31	Standard Method 2130 B

*Refer to Standard Methods for the Examination of Water and Wastewater, 2005.

3.2 MIEX® Multiple Load Testing

The multiple load test procedure has been shown to best approximate full-scale, continuous plant operation. Results from this test indicate the regeneration rate required to achieve target water quality. Treatment performance at a number of regeneration rates is determined by contacting a measured volume of resin with increasing volumes of raw water. The volume of raw water treated divided by the volume of resin used to treat the water determines the bed volumes (BV) of raw water treated. The highest BV treatment rate with the largest UVA_{254} reduction is typically selected as the optimal treatment rate. The test method is subsequently outlined:

1. A volume of 1L of raw water sample was added to the jar after measuring UVA_{254} and other parameters of interest.
2. A volume of 5 mL of fresh resin was added to the jar per L of water (200 BV treatment rate cycle).
3. The sample was mixed at 150 RPM for 15 minutes and allowed to settle.
4. Treated water was decanted into a collection vessel, retaining resin in jar.
5. Water quality parameters were measured, including UVA_{254}, pH, color, and DOC.

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6. Another 1 L volume of raw water was added to the resin and Steps 3 – 7 were repeated until 600 – 1000 BV had been treated (takes 3 – 5 repetitions).
7. The optimal BV treatment rate was selected.

3.3 Coagulation Jar Tests

Coagulation jar tests were conducted with Nalco Ultrion 8157 at varying doses to determine the best treatment option for optimal DOC and bromide reduction. Jar tests were conducted on the MIEX® treated water at the optimal BV treatment rate. Control jar tests were also conducted on the raw water sample to simulate the plant's current coagulation protocol for comparison to MIEX® treatment. The test method is outlined as follows:

1. 1 L of sample water was added to a square jar and dosed with desired concentration of coagulant.
2. Sample was mixed at 300 RPM for 60 seconds.
3. Sample was mixed 30 RPM for 10 minutes.
4. Sample was mixed at 10 RPM for 10 minutes.
5. Sample was allowed to settle prior to analysis.

3.4 Sample Analysis

Parameters evaluated during the course of bench testing included UVA_{254}, true color, pH, and DOC. All samples analyzed for UV_{254}, true color, and DOC were 0.45-micron filtered before analysis.

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SECTION 4: LABORATORY FEASIBILITY TESTING

4.1 MIEX® Resin Screen

Multiple Load Tests were conducted on the raw water sample with both MIEX® DOC and MIEX® Gold resins at 200 BV as an initial screen for the sample, Table 1 presents the results. The results confirmed that MIEX® DOC provided slightly better organics reduction compared to MIEX® Gold resin. All further analysis were conducted on water treated with MIEX® DOC resin.

Table 2 - Initial Multiple Load Screening

Parameter	Units	Raw	MIEX Gold 200 BV	Reduction	MIEX DOC 200 BV	Reduction (%)
DOC	mg/L	4.38	2.26	48	1.75	60
UVA	cm^{-1}	0.128	0.025	80	0.023	82

4.2 MIEX® Multiple Loading Test

Multiple load testing using blended DOC and Bromide resins (MIEX ® Plus Br resin) were conducted to determine the optimal treatment rates and associated DOC and bromide reductions. The results of the testing are shown in Table 3.

Preliminary

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Table 3 - Multiple Load Test Results

Bed Volumes	UVA			DOC			Bromide		
	Raw	MIEX	% Removal	Raw	MIEX	% Removal	Raw	MIEX	% Removal
1000	0.125	0.036	71	4.38	1.13	74	3.18	2.31	27
800	0.125	0.032	74	4.38	1.01	77	3.18	2.21	31
600	0.125	0.032	75	4.38	0.95	78	3.18	2.07	35
400	0.125	0.031	75	4.38	0.88	80	3.18	1.90	40
200	0.125	0.030	76	4.38	0.86	80	3.18	1.63	49

4.3 Simulated Distribution System Testing

The SDS dosing method and incubation used are detailed in Ixom Laboratory Procedure NA-LP-A01. Results will be added when data is returned from Eurofins.

SECTION 5: CONCLUSIONS AND RECOMMENDATIONS

5.1 Conclusions

MIEX® Resin pre-treatment resulted in significant removal of DOC, UVA, and bromide from the Oxbow Mine water sample. The combined treatment of MIEX DOC and Bromide resins (MIEX ® Plus Br resin) reduced the DOC by up to 80% (from 4.38 to 0.86 mg/L) and bromide by up to 49% (from 3.18 to 1.63 mg/L). With significantly reduced concentrations of DBP precursors, it may be possible for the Oxbow Mine Water Treatment Plant to produce treated water that meets EPA disinfection by-product regulations.

Preliminary

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APPENDIX H
SOMERSET DOMESTIC WATERWORKS DISTRICT BUDGET

SOMERSET DOMESTIC WATERWORKS DISTRICT

P.O. Box 549 Somerset, Colorado 81434

970-929-5211

January 24, 2017

Division of Local Government

Finance Specialist

1313 Sherman St, Room 521

Denver, Colorado 80203

Dear Sir or Madam:

Enclosed you will find the following:

Adopted budget for 2017

Resolution/Ordinance to Adopt Budget

Letter of Transmittal

Budget Message

Sincerely,

Phillip Buskirk

President

LETTER OF BUDGET TRANSMITTAL

THIS FORM IS TO BE COMPLETED AND SUBMITTED WITH THE ADOPTED BUDGET NO LATER THAN JANUARY 31.

To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Date: January 24, 2017

Attached is a copy of the 2017 budget for Somerset Domestic Waterworks District in Gunnison County, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on January 23, 2017. If there are any questions on the budget, please contact Phillip Buskirk at 970-929-5211, and 3764 Hwy 133 Somerset, C.

I, Phillip Buskirk, President

hereby certify that the enclosed is a true and accurate copy of the 2017 Adopted Budget.

BUDGET MESSAGE

(Pursuant to 29-1-103(1)(e), C.R.S.)

Somerset Domestic Waterworks District

Name of Local Government

(INSTRUCTIONS: Pursuant to section 29-1-103(1)(e), C.R.S., the budget must include the Budget Message. Fill in blank spaces and check any items that are applicable.)

The attached 2017 Budget for Somerset Domestic Waterworks District includes these *important features*:*

2016 water system required additional testing to maintain compliance with CDPHE. 2017 challenges include managing operations and extensive line work

* "*important features*" are not defined in statute; however, important features of the budget would include starting/ending a service; increases or decreases in levels of services, increases/decreases to revenues (taxes/rates) and/or expenditures; acquisition of new equipment; start or end of capital project; etc.

The budgetary basis of accounting timing measurement method used is:

- [x] Cash basis
- [ ] Modified accrual basis
- [ ] Encumbrance basis
- [ ] Accrual

The services to be provided/delivered during the budget year are the following:

provide potable water to all members of the district

SOMERSET DOMESTIC WATERWORKS DISTRICT
PROPOSED BUDGET 2017

REVENUES:		**Actual 2016**	**Proposed 2017**
Interest-Bank accounts		100.22	**100**
Misc. Income	$	2,563.92	**0**
Rent Income	$	1,000.00	**0**
Late fees	$	694.60	**500**
Total Water delivered		30,807.44	**30,000**
Carried over from 2016			**1,771**
TOTAL:	**$**	**35,166.18**	**32,371**

FUND BALANCES:		**12/31/2015**	**11/30/16**
General Fund	$	26,693.31	29,346
Money Market	$	31,396.69	31,487
Treatment Plant	$	27,769.92	27,849
	$	85,859.92	88,682

OPERATING EXPENSES:	**Budget 2016**	**Actual 2016**	**Proposed 2017**
Advertising	50	0.00	**80**
Bank Service Charges	0	25.00	**0**
Director's Fees	1,000	200.00	**0**
Education		448.77	**0**
Elections	400	86.50	**320**
Employee Compensation	4,500	3,540.02	**3,771**
Insurance Expense	3,300	3,729.00	**3,600**
Interest Expense*			
Membership and dues	300	369.90	**360**
Office expense	1,300	1,792.86	**800**
Operations & Maintenance	3,500	1,340.69	**1,500**
Professional Fees	1,250	510.00	**1,250**
Purchased Water	7,200	5,106.79	**5,000**
Repairs and Maintenance		431.37	**0**
Subscriptions		65.00	**65**
Utilities expense	2,446	3,190.02	**3,000**
Water Monitoring	500	4,535.35	**4,600**
*Treatment plant loan payment	8,024	8,024.26	**8,024**
TOTAL:	33,720.26	33,395.53	**32,370**
Difference			**0**

* TREATMENT PLANT LOAN *			
Principal	8024.26	5,274.31	
* Interest		2,749.95	
CAPITAL RESERVE	1,179.74	1,179.74	**1,180**

SOMERSET DOMESTIC WATERWORKS DISTRICT

8-Nov-15

Adopted Budget 2015

REVENUES:	2015
WATER FEES:	$ 32,922.00
Penalties:	
Excess water fees:	$ 300.00
Donations:	$ 865.00
INTEREST:	
General Fund:	$ 50.00
Capital Reserve:	
TOTAL:	$ 34,137.00

OPERATING EXPENSES:		2015
WATER		$ 1,800.00
UTILITIES		$ 2,100.00
Phone	356.90	
Electric	1135.09	
WAGE EXPENSE		$ 1,300.00
Insurance		$ 3,000.00
Bonds		$ 200.00
Office Supply		$ 1,050.00
Petty Cash		
Elections		$ 35.00
Upgrades and Maintenance		$ 7,500.00
Employee Compensation		$ 4,258.00
Directors Fees		$ 1,000.00
Water regulations		$ 450.00
Professional Fees		$ 1,390.00
Miscellaneous		$ 850.00
CAPITAL PROJECT:		
TREATMENT PLANT LOAN		$ 8,024.26
CAPITAL RESERVE		$ 1,179.74
TOTAL:		$ 34,137.00

FUND BALANCES:	**BEGINNING** 12/31/2013		**ENDING** 12/31/2014 Estimated
General Fund	$ 29,584.30	General Fund	$ 31,688.50
	$ 31,059.60	MM	$ 31,392.30
	$ 27,750.50	MM-Treatment	$ 27,762.96
	$ 88,394.40		$ 90,843.76

RESOLUTION/ORDINANCE TO ADOPT BUDGET

(Pursuant to 29-1-108, C.R.S.)

A RESOLUTION/AN ORDINANCE SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE Somerset Domestic Waterworks District

COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2017, AND ENDING ON THE LAST DAY OF DECEMBER, 2017.

WHEREAS, the Board of Directors of Somerset Domestic Waterworks Dis has appointed Phillip Buskirk to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, Phillip Buskirk, President has submitted a proposed budget to this governing body on January 23, 2017, for its consideration, and;

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on January 23, 2017, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget, and;

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves/fund balances so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Directors of the Somerset Domestic Waterworks Distric, Colorado:

Section 1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Somerset Domestic Waterworks Dist for the year stated above.

Section 2. That the budget hereby approved and adopted shall be signed by President and made a part of the public records of the County/City/Town/District.

ADOPTED, this 23rd day of January, A.D., 2017

Attest: _____
(Official's signature and title)

Phillip Buskirk President
(Official's signature and title)

APPENDIX I
EPA WATER SYSTEMS, DISINFECTION BYPRODUCTS, AND THE USE OF MONOCHLORAMINE

WATER SYSTEMS, DISINFECTION BYPRODUCTS, AND THE USE OF MONOCHLORAMINE

9) How do the kinds and concentrations of disinfection byproducts formed by monochloramine compare to those formed by chlorine?

Water treated with chlorine and monochloramine contains different types and concentrations of disinfection byproducts.

- Compared to chlorine, water treated with monochloramine contains fewer regulated disinfection byproducts that have been linked to human health problems.
- The formation of disinfection byproducts is influenced by source water type and the type of disinfectant used.
- Formation can vary daily with the amount of natural organic matter in the water, temperature, rainfall, and distance from the treatment plant or other factors influencing water chemistry. [1]

Compared to chlorine, water treated with monochloramine contains lower concentrations of regulated disinfection byproducts. [2]

- Compared to water treated with chlorine, water treated with monochloramine contains lower concentrations of the two major types of *regulated* disinfection byproducts.[2]
- Compared to water treated with chlorine, water treated with monochloramine contains lower concentrations of *regulated* disinfection byproducts linked to bladder cancer.
- Regardless of the disinfectant used, the types and concentrations of disinfection byproducts vary from each utility and also from day to day.

Compared to water treated with chlorine, water treated with monochloramine may contain higher concentrations of unregulated disinfection byproducts. [3]

- EPA scientists are currently studying the *unregulated* disinfection byproducts[3] that form in water treated with monochloramine.
- Compared to water treated with chlorine, water treated with monochloramine may contain different *unregulated* disinfection byproducts than chlorinated water.
- EPA and other organizations continue to conduct research on *unregulated* disinfection byproducts.[3]

Additional Supporting Information:

1. Water chemistry describes the chemical properties of water such as pH, hardness, and alkalinity. Changes in water chemistry can cause subsequent changes to the physical (e.g., taste and odor) and biological (e.g., biofilm formation and nitrification) properties of water.
2. TTHM and HAA5 are the regulated disinfection byproduct groups that form at lower concentrations with monochloramine. See question 7 for more information about TTHM and HAA5.
3. Examples of these unregulated disinfection byproducts include nitrosamines (including nitrosodimethylamine, NDMA), iodo-trihalomethanes, and iodo-acids. See question 7 for additional detail on disinfection byproducts. Specific information on NDMA can be found at http://www.epa.gov/tio/download/contaminantfocus/epa542f07006.pdf. See question 19 for additional information on disinfection byproduct research.

APPENDIX J
BASIS FOR ACCEPTANCE - UV

STATE OF COLORADO

John W. Hickenlooper, Governor
Christopher E. Urbina, MD, MPH
Executive Director and Chief Medical Officer

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S.
Denver, Colorado 80246-1530
Phone (303) 692-2000
Located in Glendale, Colorado

Laboratory Services Division
8100 Lowry Blvd.
Denver, Colorado 80230-6928
(303) 692-3090

http://www.cdphe.state.co.us

Colorado Department of Public Health and Environment

October 11, 2011

To: Public Water Systems

Subject: Acceptance of Ultraviolet (UV) Disinfection as a technology for meeting the primary disinfection requirements for *Giardia lamblia*, *Cryptosporidium*, and virus inactivation as specified in the *Colorado Primary Drinking Water Regulations* (CPDWR)

To Whom It May Concern;

The Water Quality Control Division (the Division) in consultation with industry and academic subject matter experts in the field of UV Disinfection has reviewed currently operating UV disinfection systems, vendor data, industry best practices, relevant literature, and related regulatory guidance from the United States Environmental Protection Agency (http://www.epa.gov/ogwdw/disinfection/lt2/pdfs/guide_lt2_uvguidance.pdf) in order to address requirements of Article 1.11.2 and Article 7 of the *Colorado Primary Drinking Water Regulations* (CPDWR).

The Division hereby finds that UV Disinfection can be successfully used to comply with the log inactivation requirements of Article 7 of the CPDWR. The technology meets or exceeds the requirements of the *State of Colorado Design Criteria for Potable Water Systems* and is accepted for use as a technology to meet the log inactivation requirements for *cryptosporidium* and/or *Giarida Lamblia* subject to the performance conditions outlined in Table 1 and the Additional Design Criteria given in Table 2.

This acceptance addresses the following types of disinfection systems:

- UV Disinfection for inactivation of *Giardia*, *cryptosporidium*, and viruses.

This acceptance applies only to the use of UV Disinfection for compliance with Article 7 of the CPDWR (the surface water treatment rules). It does NOT constitute construction approval for installation or use at individual public water systems. Therefore:

Public water systems must submit plans for individual review and approval to use this technology. Each submittal will be reviewed for approval on a case-by-case basis by the Division as required by Article 1.11.2 of the CPDWR.

Table 1. UV Disinfection Design Submittal Requirements:

Design Requirements for UV Disinfection	
Parameter	**Requirement**
Raw water quality data*	- UV transmittance (UVT) – must span different seasonal conditions where applicable (Winter, runoff, summer) - Turbidity (must be less than 5 NTU) - Manganese < 0.03 mg/L - Iron < 0.3 mg/L

Disinfection goal	System MUST specify which organism is being targeted for inactivation and what log inactivation credit is necessary (eg. 1.0 log *Giardia* for direct filtration plants)
Validation report	MUST be provided to the State during plans review AND must be kept onsite at the facility for review during sanitary surveys.
Dose-monitoring approach	Either "UV Intensity Setpoint" or "Calculated Dose"
Hydraulics	Either – 5 pipe diameters straight pipe upstream of UV (in addition to the length of straight pipe used in validation) OR Identical inlet and outlet conditions to the validated conditions
Desired flow rate (MGD)	System should indicate its design flow rate for this reactor – the Division will approve UV reactors up to their max validated flow given raw water quality conditions (UVT) Instantaneous flow measurement is REQUIRED on all UV installations being used for log-inactivation credit.
Lamp cleaning strategy	Specified during design and called out in the operations and maintenance manual.
Monitoring equipment calibration	Appropriate monitoring equipment for flow, UVT, UV intensity, raw water turbidity must be specified in the design of the UV facility.

***The term 'raw water' means the water entering the UV reactor – could be raw, settled, or filter effluent**

Table 2: UV Disinfection Additional Design Criteria:

Additional Design Criteria
1. Bypass piping to divert water around the UV Disinfection will not be approved. 2. A means to restrict or control flow for each UV Reactor shall be provided. 3. A means to measure the flow through each UV Reactor shall be provided.
Additional Monitoring Requirements
1. The water system shall monitor the UV reactor based upon the dose-monitoring approach specified in the approval letter. Appendix A discusses the monitoring and recordkeeping requirements for each strategy. 2. Monitoring frequencies shall comply with Figure A.2. 3. The water system shall keep an Operations and Maintenance manual for the specific UV reactor installed available onsite for operational use and also for review during a sanitary survey. 4. The water system shall keep records of the following operational parameters (to be reviewed during a Sanitary Survey): a. Summary of flows through the reactor for each month (daily peak flow must be tracked). b. Monthly off spec flow percentage (see figure A.3) c. Monthly summary of dose monitoring (lamp status MUST always be included): i. Either: Monthly calculated dose data summarizing the minimum dose for each day that the unit was in operation (see figure A.4), this includes UVT measurements and minimum daily dose delivered

ii. Or: Monthly intensity setpoint summary verifying UV intensity (see figure A.5) and daily minimum intensity and maximum flow measured.

d. Records of lamp run times, cleaning frequencies, sensor calibrations (per manufacturer specs) must be maintained and available for review. See figures 6.6 – 6.8 of the UVDGM.

Please direct any further correspondence regarding this acceptance to:

Tyson Ingels, P.E.
Colorado Department of Public Health and Environment
Water Quality Control Division
4300 Cherry Creek Drive South
Denver, CO 80246

If you have any questions or comments, please call Tyson Ingels at 303-692-3002.

Sincerely,



Tyson Ingels, P.E.
Lead Drinking Water Engineer
Engineering Section
Water Quality Control Division

ec: CDPHE-WQCD-ES
CDPHE-WQCD-CA

APPENDIX A

The dose monitoring approach for UV compliance is described in the UV Disinfection Guidance Manual (USEPA 2006 - http://www.epa.gov/ogwdw/disinfection/lt2/pdfs/guide_lt2_uvguidance.pdf). Section 3.5 of the manual describes the two dose monitoring strategies typically employed by UV manufacturers. Table 3.6 summarizes the two approaches and is shown in Figure A.1 below:

Table 3.6. Dose-monitoring Approaches – Key Characteristics

Dose-monitoring Strategy	Parameter Used as the Operational Setpoint	Parameters Monitored During Operations to Confirm Dose Delivery
UV Intensity Setpoint Approach	UV Intensity	Flow rate Lamp status UV intensity
Calculated Dose Approach	Calculated or Validated dose [1]	Flow rate Lamp status UV intensity UVT

[1] As noted in Section 3.4.1, the calculated dose is estimated using a dose-monitoring equation. For the Calculated Dose Approach, the validated dose is equal to the calculated dose divided by a Validation Factor, which accounts for biases and experimental uncertainty.

Figure A.1: Dose monitoring approaches summarized in the UVDGM

In either case monitoring frequencies are critical to ensuring the required amount of water is being treated within specifcations. Therefore, the Division is requiring the following monitoring frequencies for UV parameters (figure A.2).

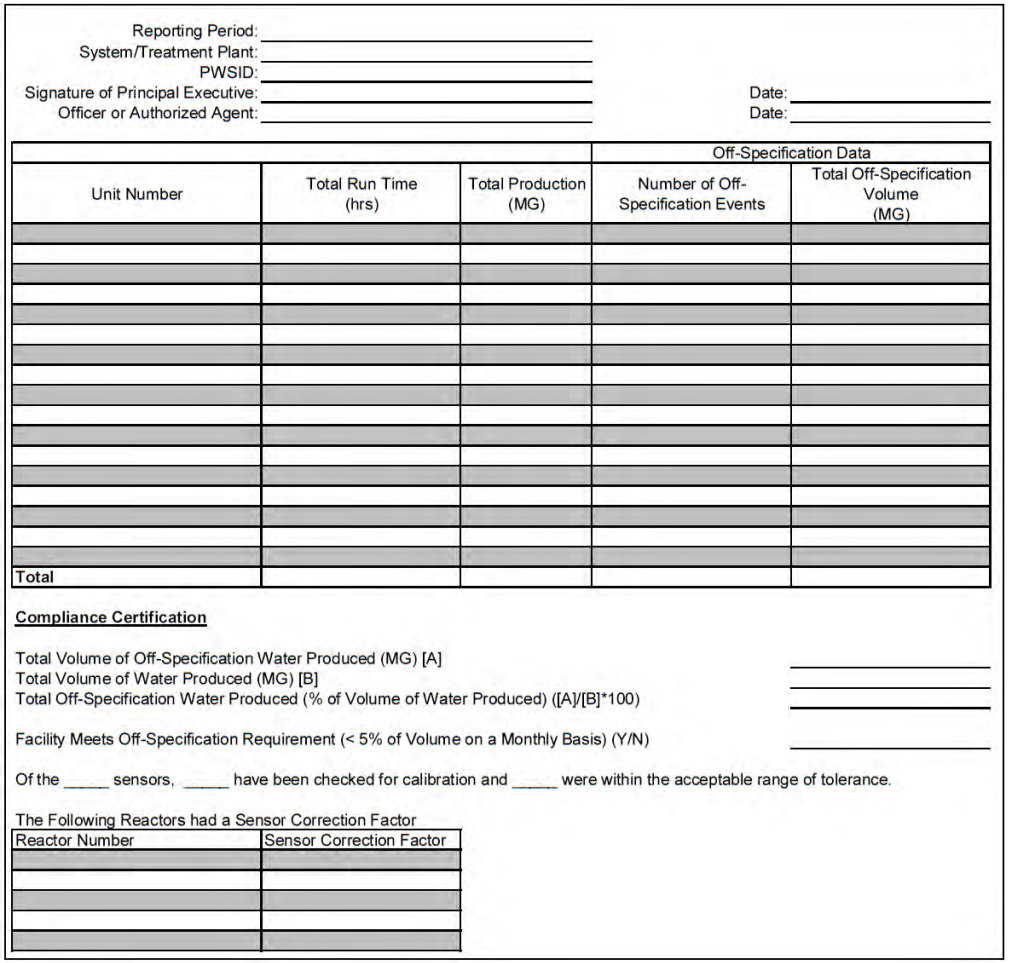
Table 6.7. Recommended Recording Frequency for Required Monitoring Parameters

Parameter	Recommended Recording Frequency	Notes
Off-specification Alarm	Minimum of every 5 minutes	Recording should continue until the alarm condition has been corrected.
UV Intensity	Every 4 hours	The UV intensity must be greater than or equal to the validated setpoint.
UVT[1]	Every 4 hours	The UVT must be greater than or equal to the minimum UVT validated.
Validated Dose[1]	Every 4 hours	The validated dose must be greater than or equal to the D_{Req}.
Lamp Status	Every 4 hours	Lamps should be energized if water is flowing through the UV reactor.
Flow Rate	Every 4 hours	The flow rate should be less than or equal to the maximum flow tested in validation.
Production Volume	Off-specification events and monthly total	The production volume needs to be recorded so the off-specification compliance calculation can be completed.
Calibration of UV Sensors	Monthly	The calibration of the UV sensor should be monitored as described in Section 6.4.1.1.
Calibration of On-line UVT Analyzer[1]	Weekly[2]	The calibration of the UVT analyzer should be monitored as described in Section 6.4.1.2.[1]

[1] Required only if necessary for the dose-monitoring strategy (i.e., the Calculated Dose Approach).
[2] Frequency could be reduced as described in Section 6.4.1.2.

Figure A.2: Required recording frequencies for systems practicing UV Disinfection. The Division recommends the system also monitor in accorance with Table 6.8 of the UVDGM.

Less than 5% of the volume treated by the UV reactor on an monthly basis can be off specification. The system must keep records daily and that data must feed into a summary report which calculates the percentage of water that is off specification (off-spec) for the month. In the event that the water system produces more than 5% off spec water, the water system MUST notify the Divsion within 10 days. This will be a violation of Article 7 of the Colorado Primary Drinking Water regulations. Figure A.3 shows the example summary form from the UVDGM. Water systems may use this form or an equivalent and records must be available for review during a Sanitary Survey.



Reporting Period: _____
System/Treatment Plant: _____
PWSID: _____
Signature of Principal Executive: _____ Date: _____
Officer or Authorized Agent: _____ Date: _____

			Off-Specification Data	
Unit Number	Total Run Time (hrs)	Total Production (MG)	Number of Off-Specification Events	Total Off-Specification Volume (MG)
Total				

Compliance Certification

Total Volume of Off-Specification Water Produced (MG) [A] _____
Total Volume of Water Produced (MG) [B] _____
Total Off-Specification Water Produced (% of Volume of Water Produced) ([A]/[B]*100) _____

Facility Meets Off-Specification Requirement (< 5% of Volume on a Monthly Basis) (Y/N) _____

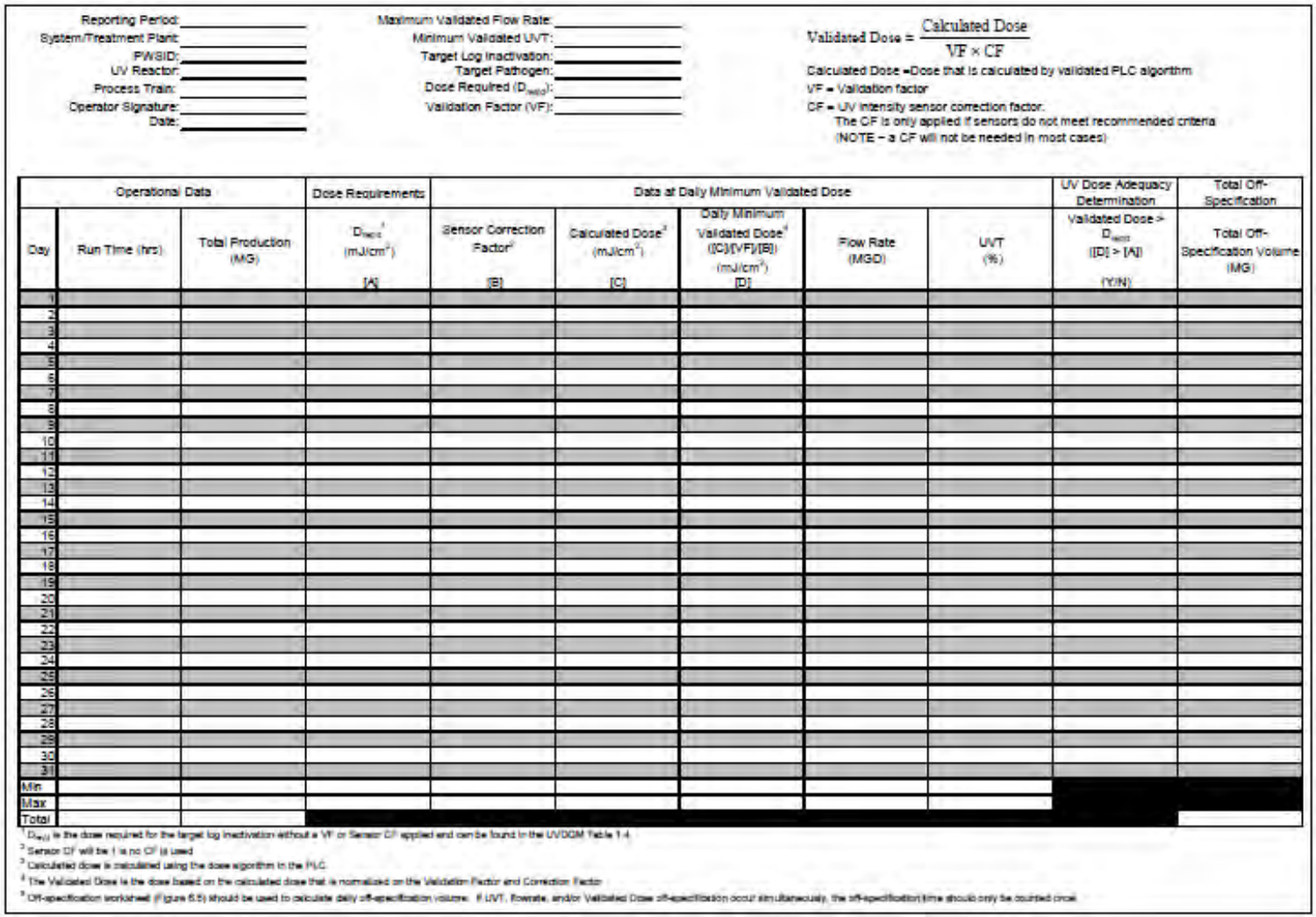
Of the _____ sensors, _____ have been checked for calibration and _____ were within the acceptable range of tolerance.

The Following Reactors had a Sensor Correction Factor

Reactor Number	Sensor Correction Factor

Figure A.3: Summary of off-spec water for a UV facility per the UVDGM (page 6-41)

Water system MUST also keep daily records of the dose montoring strategy that is performed at the facility. Parameters that must be monitored are summarized in figure A.2. Figures A.4 and A.5 show example summary forms from the UVDGM that detail each required parameter on a daily basis. If water systems choose not to use these summary forms, then they must design a form that tracks the eqivalent information.



Reporting Period: _____
System/Treatment Plant: _____
PWSID: _____
UV Reactor: _____
Process Train: _____
Operator Signature: _____
Date: _____

Maximum Validated Flow Rate: _____
Minimum Validated UVT: _____
Target Log Inactivation: _____
Target Pathogen: _____
Dose Required ($D_{req'd}$): _____
Validation Factor (VF): _____

$$\text{Validated Dose} = \frac{\text{Calculated Dose}}{VF \times CF}$$

Calculated Dose =Dose that is calculated by validated PLC algorithm
VF = Validation factor
CF = UV intensity sensor correction factor.
The CF is only applied if sensors do not meet recommended criteria
(NOTE – a CF will not be needed in most cases)

Operational Data			Dose Requirements	Data at Daily Minimum Validated Dose					UV Dose Adequacy Determination	Total Off-Specification
Day	Run Time (hrs)	Total Production (MG)	$D_{req'd}$[1] (mJ/cm²) [A]	Sensor Correction Factor[2] [B]	Calculated Dose[3] (mJ/cm²) [C]	Daily Minimum Validated Dose[4] ([C]/[VF]/[B]) (mJ/cm²) [D]	Flow Rate (MGD)	UVT (%)	Validated Dose > $D_{req'd}$ ([D] > [A]) (Y/N)	Total Off-Specification Volume (MG)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
Min										
Max										
Total										

[1] $D_{req'd}$ is the dose required for the target log inactivation without a VF or Sensor CF applied and can be found in the UVDGM Table 1-4
[2] Sensor CF will be 1 is no CF is used
[3] Calculated dose is calculated using the dose algorithm in the PLC
[4] The Validated Dose is the dose based on the calculated dose that is normalized on the Validation Factor and Correction Factor
[5] Off-specification worksheet (Figure 6.5) should be used to calculate daily off-specification volume. If UVT, flowrate, and/or Validated Dose off-specification occur simultaneously, the off-specification time should only be counted once

Figure A.4: Summary of calculated dose monitoring form for a UV facility per the UVDGM (page 6-42)

Reporting Period: _____
System/Treatment Plant: _____
PWSID: _____
UV Reactor: _____
Process Train: _____
Operator Signature: _____
Date: _____

Maximum Validated Flow Rate: _____
Minimum Validated UVT: _____
Target Log Inactivation: _____
Target Pathogen: _____
Intensity Setpoint: _____

Operational Data						Intensity Requirements			Daily Minimum Intensity		Total Flow Off-Specification
			Flow Rate								
Day	Run Time (hrs)	Total Production (MG)	Min (mgd)	Ave (mgd)	Max (mgd)	Intensity Setpoint (W/m^2) [A]	Sensor Correction Factor[1] [B]	Adjusted Intensity Setpoint (W/m^2) ([A] * [B]) [C]	Daily Minimum Intensity (W/m^2) [D]	Minimum Daily Intensity > Adjusted Intensity Setpoint ([D] > [C]) (Y/N)	Total Flow Off-Specification[2] (MG)
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
Min											
Max											
Total											

[1] Sensor CF will be 1 is no CF is used.
[2] UVT measurements are not required but could be useful in addressing operational issues.
[3] Off-specification worksheet (Figure 6-5) should be used to calculate daily off-specification volume. If UV intensity or dosage off-specification occurs simultaneously, the off-specification time should only be counted once.

Figure A.5: Summary of intensity setpoint monitoring form for a UV facility per the UVDGM (page 6-43)

Basis for Acceptance of NSF/ANSI Standard 55 Class "A" Ultraviolet Disinfection Equipment

for

Use in Small Public Water Systems in Colorado

Colorado Department of Public Health and Environment
Water Quality Control Division
Engineering Section

March 2013

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1. EXECUTIVE SUMMARY

The US EPA's 2006 Ultraviolet Disinfection Guidance Manual (UVDGM) provides guidance for public water systems (PWS) employing ultraviolet disinfection in meeting the requirements of both the Long Term 1 and Long Term 2 Enhanced Surface Water Treatment Rules (LT1/LT2ESWTR). LT1/LT2ESWTR stipulates a minimum treatment of key pathogens coupled with a tiered level of required inactivation for *Cryptosporidium* based on the raw water concentration. In Colorado, the majority of PWS's that are classified as surface water (SW) or groundwater-under-the-direct-influence (GWUDI) of surface water, subject to the LT1/LT2ESWTR, are required to treat water to the following levels:

- 4-log removal/inactivation of viruses
- 3-log removal/inactivation of *Giardia*
- 2-log removal of *Cryptosporidium*

The UVDGM provides detailed requirements for validation testing for UV equipment for use in PWS water treatment installations. The validation process is rigorous and necessarily involves the testing of varying UV intensities, flow rates, and water quality conditions. The UVDGM however does allow for the States to consider alternative validation protocols (refer to Section 5.2.2 of the UVDGM). The UVDGM indicates that UV systems certified under NSF Standard 55 should be evaluated on a case-by-case basis. The certification process defined by NSF Standard 55 Class A is not equivalent to the validation requirements of the UVDGM and the State of Colorado does not recognize them as equal. However, this paper provides the basis for rationale and limitations that the State of Colorado employs in approving the use of NSF Standard 55 Class A ultraviolet disinfection equipment.

There are numerous small PWS's in Colorado that often lack the resources and level of sophistication that larger PWS's have available. For the purpose of this paper, a "small" PWS is defined as having an individual treatment plant capacity of less than 100 gallons per minute (gpm). These systems typically do not have full-time on-site water treatment operators. These systems typically have a fixed flow rate treatment capacity best described in gallons-per-minute (gpm) rather than million-gallons-per-day (MGD). The water source(s) for the small PWS are typically fixed flow rate wells, springs, or infiltration galleries, often classified as GWUDI. These small PWS's can benefit from the use of the low cost, widely available NSF Standard 55 Class A UV (NSF55A) equipment. The State of Colorado finds that under certain limited circumstances, NSF55A equipment can provide treatment efficacy equivalent to that required by the UVDGM. The circumstances under which the State of Colorado may approve NSF55A UV equipment are described in Table 1.

Table 1 - System Requirements for NSF55A Eligibility in Colorado

Parameter		Value or Description
UV equipment Certification		NSF/ANSI Standard 55 Class A only
Flow through UV reactor		Less than or equal to NSF55A certified capacity for reactor
Treatment Plant Capacity		100 gallons per minute (maximum)
UV Influent Water Quality		Iron, manganese, hardness, UVT, turbidity, etc. all less than or equal to manufacturer's requirements.
Minimum NSF55A certified UV dose		40 mJ/cm^2
Maximum Department approved log inactivation credit for:	*Giardia*	0.5-log
	Cryptosporidium	Zero. No inactivation credit for UV treatment will be given.
	virus	Zero. No viral inactivation credit for UV treatment will be given.
Dose Monitoring Approach		UV Intensity Setpoint
Other Treatment Requirements		UV equipment must be preceded by a Department approved filtration technology providing 2.5-log *Giardia* removal / 2.0 log *Cryptosporidium* removal credit and followed by a Department approved chemical disinfection system providing 4-log virus inactivation.

2. INTRODUCTION

This paper presents the Water Quality Control Division's (Department) comparison of the requirements of US EPA's 2006 *Ultraviolet Disinfection Guidance Manual* (UVDGM) and the criteria of the 2012 *NSF/ANSI Standard 55 Ultraviolet Microbiological Water Treatment Systems.* The NSF/ANSI Standard 55 has criteria for two classes of UV equipment: Class A and Class B. Class A is rated to provide an ultraviolet (UV) dose of 40 mJ/cm^2 and is specifically designed to "inactivate …microorganisms, including bacteria, viruses, *Cryptosporidium* oocysts, and *Giardia* cysts from contaminated water" (NSF/ANSI 55 section 1.2.1). Class B equipment is certified to provide a UV dose of 16 mJ/cm^2 and is designed for "supplemental bactericidal treatment of disinfected public drinking water" (NSF/ANSI 55 Section 1.2.2). Class B reactors are designed for the purpose of adding additional treatment to water already considered potable water and fully compliant with the Colorado Primary Drinking Water Regulations (CPDWR). The purpose of this document is to allow certain UV reactors for disinfection of a non-potable source water, hence, Class B was not considered. However, the Department does find that the use of NSF/ANSI 55 Class A (NSF55A) UV equipment may be suitable and approved for use by public water systems (PWS) under certain limited conditions.

A key distinction between the UVDGM and NSF55A is that NSF55A quantifies a fixed, numeric minimum UV dose for equipment certification whereas the UVGDM requires UV disinfection to be validated for the appropriate, site specific inactivation credit objective. NSF55A UV equipment is certified to provide a minimum UV dose of 40 mJ/cm^2 within specified operating conditions. The UVDGM validation procedure allows for the PWS and/or UV manufacturer to designate the validated UV dose. The NSF certification conditions are not the same as the UV validation requirements outlined in the UVDGM, and NSF55A certification, by itself, cannot be considered equivalent to the validation process to that outlined by the UVDGM. However, there are possible instances where use of NSF55A equipment can meet the requirements of the UVDGM and be suitable for use in meeting the disinfection requirements of both the Long Term 1 Enhanced Surface Water Treatment Rule and the Long Term 2 Enhanced Surface Water Treatment Rule (LT1/LT2ESWTR).

The UVDGM requires that UV equipment be validated for the intended operation conditions by the manufacturer and routinely in the field. The validation requirements of the UVDGM are rigorous, and therefore, operator intensive and costly. Manufacturers of UV equipment do not typically go to the expense of validation for low-cost equipment suitable for flows in the tens of gallon per minute range. As a practical result, there are few, if any, UV options for small systems that have been validated in accordance with the UVDGM. Table 2 below contains a summary of the UVDGM validation requirements.

Table 2 - Summary of UV Validation Requirements per the EPA UVDGM

Requirement	Conditions	Citation
Validated operating conditions must include	• Flow rate • UV intensity as measured by a UV sensor • UV lamp status	40 CFR 141.720 (d)(2)
Validation testing must include	• Full-scale testing of a reactor that conforms uniformly to the UV reactors used by the water system • Inactivation of a test microorganism whose dose-response characteristics have been quantified with a low-pressure mercury vapor lamp	40 CFR 141.720 (d)(2)(ii)
Validation testing must account for	• UV absorbance of the water • Lamp fouling and aging • Measurement uncertainty of on-line sensors • UV dose distributions arising from the velocity profiles in the reactor • Failure of UV lamps or other critical components • Inlet and outlet piping or channel configurations of the UV reactor	40 CFR 141.720 (d)(2)(i)

Source: UVDGM Table 5.1 Summary of LT2ESWTR Validation Requirements

For any given UV installation, the UVDGM requires that the particular model of UV reactor be validated for the intended inactivation credit objective under the operating conditions it will be used. Specifically, the unit will be validated to provide a particular UV dose (measured in mJ/cm^2) under the specified operating conditions (flow rate, water quality, etc.) Depending upon the level of total treatment complexity (i.e., filtration, water type, etc.) and the LT1/LT2ESWTR removal/inactivation requirements, the necessary level of UV dose can vary and be site specific. A system could meet the LT1/LT2ESWTR requirements using a combination of filtration, UV disinfection and chemical disinfection.

Therefore, the level of UV dose required will depend upon the various treatment processes employed by the PWS and level of pathogen removal stipulated by the LT1/LT2ESWTR. The PWS will design and employ UV treatment processes to deliver the site specific UV dose in conjunction with other treatment processes to provide a cumulative effective pathogen destruction/removal rate. According to the UVDGM, the log inactivation of pathogens varies with the level of UV dose as shown in Table 3. Note that these UV dosages apply to post-filtration applications.

Table 3 – UV Dose Requirements (mJ/cm^2) for Pathogen Inactivation

Target Pathogen	Log Inactivation							
	0.5	**1.0**	**1.5**	**2.0**	**2.5**	**3.0**	**3.5**	**4.0**
Cryptosporidium	1.6	2.5	3.9	5.8	8.5	12	15	22
Giardia	1.5	2.1	3.0	5.2	7.7	11	15	22
Virus	39	58	79	100	121	143	163	186

Source: UVDGM Table 1.4 UV Dose Requirements – millijoules per centimeter squared (mJ/cm^2)

For example, if a particular PWS is using a form of filtration that provides 2.0-log *Cryptosporidium* removal and must provide a total *Cryptosporidium* treatment of 5.0-log, then the use of UV to supply the remaining 3.0-log inactivation of *Cryptosporidium* may be employed. For this example case, according to Table 3 above, the UV treatment system must be validated for 12 mJ/cm^2 under all operating conditions. The design of the UV equipment chosen for this example use can be optimized to provide only the UV dose required (i.e., 12 mJ/cm^2).

The UVDGM provides the protocol for validating UV equipment under a wide variety of operating conditions and effective UV dosages. In contrast, NSF55A does not provide flexibility in UV dosages. NSF55A is strictly limited to a UV dose of 40 mJ/cm^2 under the manufacturer specified operating conditions. Note that a large water treatment facility would probably choose to target their UV equipment design to provide the optimal UV dose and save on electrical and maintenance costs. For larger installations, the cost savings of targeting the equipment size more than offsets the cost and effort of undergoing validation testing per the UVDGM. The Tojan UVMax Pro 50UV, one of the smallest validated UV reactors, has a minimum hydraulic capacity of 50 gpm at a manufacturer's recommended cost of greater than $5,000. Other small validated reactors (12" diameter) begin at as much as $50,000 for a full installation (i.e. Trojan, 4L12 reactor). Alternately, NSF55A UV equipment is available from a number of manufacturers at certified flow rates ranging from 10 to 30 gallons per minute (gpm). Costs for NSF55A UV equipment ranges from $1,500 for a 10-gpm unit to $2,200 for a 30-gpm unit (Source: USABluebook for Trojan UVMax Pro).

The UVDGM does allow for the States to consider alternative validation protocols. Section 5.2.2 of the UVDGM indicates that UV equipment bearing NSF Standard 55 certification should be evaluated on a "case-by-case basis". This paper discusses the State of Colorado's evaluation of NSF Standard 55 Class A equipment for use by PWS's under limited circumstances. The Department provided this evaluation by comparing the capabilities of the NSF55A UV unit against the UVDGM requirements and establishing operational and monitoring parameters to be used in combination with a maximum treatment credit that minimizes risk.

3. DOSE MONITORING STRATEGIES

According to the UVDGM, UV equipment employed by a PWS must operate under one of two approved dose monitoring strategies. The UVDGM allows for PWS to use UV equipment in either a "UV Intensity Setpoint" approach or a "Calculated Dose" approach.

UV INTENSITY SETPOINT APPROACH

This approach relies on one or more "setpoints" for UV intensity that are established during validation testing to determine UV dose. The UV intensity measured by the UV sensors must meet or exceed the setpoint(s) to ensure delivery of the required dose. Reactors must also be operated within validated operation conditions (flow rate, lamp status, etc.) In the UV Intensity Setpoint Approach, the ultra-violet transmittance (UVT) of the water does not need to be monitored separately. Instead, the intensity readings by the sensors account for changes in UVT. The operating strategy can be with either a single setpoint (one UV intensity setpoint is used for all validated flow rates) or a variable setpoint (UV intensity setpoint varies for a range of validated flow rates).

CALCULATED DOSE APPROACH

This approach uses a dose monitoring equation to estimate the UV dose based on the flow rate, UV intensity, and UVT, as measured during reactor operations. During reactor operations, the UV reactor control system inputs the measured parameters into the dose monitoring equation to produce a calculated dose. The calculated dose (based on real-time operating conditions such as flow rate, UV intensity, UVT, etc.) is compared to the required dose for the target pathogen and log inactivation level.

The Calculated Dose Approach appears to be appropriate for treatment systems with varying flow rates and varying water quality. Under optimal conditions (low flow and high quality) a reduction in UV energy can be utilized to provide the required UV dose. As water treatment conditions deteriorate (higher flow and lower quality) additional UV energy can be utilized (i.e., powering on additional units or lamps) to provide the required dose. The Calculated Dose approach requires a level of sophistication, instrumentation, controls and operation that are typically not available to a small PWS. The UV Intensity Setpoint Approach appears to be optimal for a PWS which has relatively constant raw water quality and treatment flow rates. For a small PWS, the State of Colorado finds that only the single Intensity Setpoint approach is applicable for utilizing NSF55A UV equipment to comply with the log inactivation requirements of Article 7 of the Colorado Primary Drinking Water Regulations (CPDWR) due to the equipment limitations, the validation requirements, and associated costs to satisfy the calculated dose approach.

4. UVDGM VALIDATION AND NSF/ANSI STANDARD 55A CERTIFICATION

The UVDGM validation procedure allows for the PWS and/or the UV reactor's manufacturer to designate the validated dose of UV irradiation delivered. This procedure is advantageous because it allows for PWS and/or manufacturers to size UV reactors for the site specific UV dose required. In contrast to this approach, NSF55A stipulates that the UV equipment must deliver a minimum dose of 40 mJ/cm^2 "at the alarm set point". The NSF55A equipment must deliver a dose of 40 mJ/cm^2 regardless of water quality conditions and irrespective of any particular inactivation credit objective.

SIMILARITIES BETWEEN UVDGM AND NSF55A

- Both NSF55A and the UVDGM allow for the PWS/UV manufacturer to specify the operating conditions (i.e., flow rate, water quality, etc.).
- Both NSF55A and the UVDGM require a dose/response relationship to be developed for the challenge microorganism using collimated UV light.
- Both NSF55A and the UVDGM allow for use of MS2 Phage as an appropriate indicator organism
- Both NSF55A and the UVDGM establish UV reactor dosages by comparing the apparent log-reduction of challenge microorganism through the reactor against the previously established dose/response relationship.. The UVDGM describes this relationship through the Reduction Equivalent Dose (RED) parameter using the field-measured log inactivation as the input variable.

DIFFERENCES BETWEEN UVDGM AND NSF55A

- UVDGM requires that both lamp fouling and lamp aging be accounted for during validation testing. The "validated dose" must be confirmed to be delivered under aged and fouled lamp conditions. Note that the validated dose is not specified by UVDGM, rather it is to be established by the PWS or UV reactor's manufacturer as that which meets the appropriate inactivation credit objective.

  In contrast, NSF55A does not specifically address aged or fouled lamps for Class A systems. Rather the units are to be equipped with a UV sensor which is to alarm and/or disable the unit when the UV dose falls below 40 mJ/cm^2. The NSF55A procedure requires that the sensor alarm be tested by delivering a dose of parahydroxybenzoic acid (PHBA) into the feed stream sufficient to activate the alarm system. Sufficient PHBA shall be added to reduce UV light transmission to the alarm set point in the device. Appendix D of the UVDGM indicates that PHBA is an acceptable UV-absorbing chemical which can be added to the bulk flow of water to simulate high UV absorbance. NSF55A relies on the alarm sensor to confirm the dose (40 mJ/cm^2) regardless of the means of reduced UV efficacy (fouling, aging, water quality, etc.).
- UVDGM requires that the "validated dose" contain a reduction factor thtat accounts for "biases associated with using a challenge microorganism instead of a target pathogen and for experimental uncertainty" (UVDGM 5.2.1). NSF55A does not have any similar reduction factors.

These highlights only briefly discuss the similarities and differences between UVDGM and NSF55A, Table 5.1 of the UVDGM provides a summary of LT2ESWTR UV validation requirements. These requirements are listed in Table 4 on the following page in comparison to the provisions of NSF55A. Most of the requirements of UVDGM can be met by NSF55 with the exception of addressing the

uncertainty associated with UV sensor measurements. This exception, in conjunction with not providing for "reduction factors" due to experimental uncertainty, is the basis for the Department not accepting the NSF55A 40 mJ/cm^2 dose rating as a UVDGM validated dose. However, the Department finds that a reduction of the NSF55A certified dose is appropriate for approval of NSF55A equipment being used in PWS treatment systems. Consideration of an appropriate reduction factor is discussed in greater detail in the following section of this paper.

Table 4 – NSF55A Comparison UVDGM Validation Requirements

Conditions required to be accounted for by UVDGM	NSF55A Comparison Note	NSF55 Reference
Flow rate	Flow rate is specified by manufacturer. The maximum possible flow rate through the reactor shall be the test flow.	7.2.2.7.a)
UV intensity as measured by a UV sensor	UV intensity is "measured" by a sensor, however; the standard does not specify reporting of the value. The standard does specify that when the intensity falls below the threshold of providing a dose of 40 mJ/cm^2 the reactor must go into alarm mode	7.2.2.1 7.2.2.8.2.1
UV lamp status	Not addressed by NSF55A. The assumption is that if there is a lamp status issue (i.e., lamp not operating) the reactor will go into alarm mode if the UV intensity does not deliver the dose of 40 mJ/cm^2	6.2.1
Full-scale testing of a reactor that conforms uniformly to the UV reactors used by the water system	Reactor make, model and class designation are reported in the certification.	8.1.1
Inactivation of a test microorganism whose dose-response characteristics have been quantified with a low-pressure mercury vapor lamp	The test microorganism for NSF/ANSI Standard 55 Class A systems is MS-2 Coliphage American Type Culture Collection (ATCC)14 # 15597-B1. This is the only test microorganism allowed under NSF55. This organism is also recognized by the UVDGM and Appendix A includes information regarding stock preparation and published dose-response curves	7.2.1.1
UV absorbance of the water	UV absorbance of bulk water is not directly accounted for under NSF55A. However, it is "indirectly" accounted for as it is one of several variables that can reduce the amount of UV light striking the alarm sensor. Thus any amount of UV_{ABS} that sufficiently reduces the dose to below 40 mJ/cm^2 would be accounted for. - Additionally, NSF55A requires that PHBA be added to the feed stream to increase UV_{ABS} and activate the alarm. The disinfection test procedure shall be conducted at the alarm condition (i.e., enough UV_{ABS} to activate alarm) to verify a dose of 40 mJ/cm^2.	7.2.2.1 6.2.3.3.d) 7.2.2.5.1 7.2.2.7.d)
Lamp fouling and aging	Lamp fouling and aging are not directly accounted for under NSF55A. However, it is "indirectly" accounted for as it is one of several variables that can reduce the amount of UV light striking the alarm sensor. Thus any reduction in UV irradiance that sufficiently reduces the dose to below 40 mJ/cm^2 would be accounted for.	7.2.2.1
Measurement uncertainty of on-line sensors	NSF/ANSI Standard does not address uncertainty of on-line sensors	NONE
UV dose distributions arising from the velocity profiles through the reactor	NSF/ANSI Standard does not address UV dose distributions arising from velocity profiles through reactor. However, the reactor is tested at the maximum flow rate (corresponds to highest velocity and shortest residence time) and must deliver a dose of 40 mJ/cm^2	For max flow refer to 6.2.3.3.a)
Failure of UV lamps or other critical components	Not addressed by NSF55A. The assumption is that if there is a lamp status issue (i.e., lamp not operating) the reactor will go into alarm mode if the UV intensity does not deliver the dose of 40 mJ/cm^2	6.2.1
Inlet and outlet piping or channel configurations of the UV reactor	Not directly addressed in the NSF55 test procedure. However, the UV reactor's manufacturer must specify the plumbing connections for the test procedure and include them in the detailed instructions for installation, operation and maintenance for each system.	8.1.1

Compare to: UVDGM Table 5.1 Summary of LT2ESWTR Validation Requirements

5. DEPARTMENT'S METHOD TO RATE NSF55A EQUIPMENT

In Colorado, the majority of PWS's classified as surface water (SW) or groundwater-under-the-direct-influence (GWUDI) of surface water, subject to LT1/LT2ESWTR, are required to treat water to the following levels per Article 7 of Colorado Primary Drinking Water Regulations (CPDWR):

- 4-log removal/inactivation of viruses
- 3-log removal/inactivation of *Giardia*
- 2-log removal of *Cryptosporidium*

Note that there are a few PWS's in Colorado with more stringent removal criteria based on the raw water concentration of *Cryptosporidium.*

To meet the required minimum log inactivation credits, Article 7 of the CPDWR requires that surface water and groundwater under the direct influence of surface water sources receive treatment through approved filtration and disinfection processes. While Article 7 of the CPDWR includes some typical examples of approved filtration technologies that can be used, small systems, in general, do not use the CPDWR listed technologies due to economic and operational infeasibilities. To help accommodate the needs of small water systems, the Department has pre-accepted a number of alternative filtration technologies that meet the requirements of Article 7 of the CPDWR. Since filtration methods do not meet all the removal/inactivation requirements by themselves, additional treatment methods, such as UV disinfection and chlorination, are used in combination with the filtration. The Department considered whether the NSF55A UV reactors can reliably achieve the required treatment credits for viruses and *Giardia* not provided by the filtration treatment and for enhanced treatment of *Cryptosporidium* based on source water needs.

The majority of the filtration technologies which are economically feasible for small systems are bag or cartridge filtration systems. Bag or cartridge filtration, when accepted by the Department, will be granted compliance credit of 2.5-log removal for *Giardia*, 2.0-log removal for *Cryptosporidium*, and no removal for viruses. Thus, the Department considered whether NSF55A certified UV reactor models have the ability to provide the remaining 0.5-log inactivation credit for *Giardia*, 4-log inactivation of viruses, and any log credit removal for *Cryptosporidium*. With the initial understanding that the NSF55A UV reactor models provide a certified dose of 40 mJ/cm^2, the Department first considered what level of pathogen and virus inactivation this dose can theoretically provide. Table 3 indicates that the certified 40 mJ/cm^2 dose from a NSF55A UV reactor can theoretically provide significantly more treatment than the required UV does of 22 mJ/cm^2 to achieve 4.0-log inactivation of *Giardia* and *Cryptosporidium*. Similarly, Table 3 indicates that the certified 40 mJ/cm^2 dose from a NSF55A UV reactor can theoretically provide slightly more treatment than the required UV dose of 39 mJ/cm^2 to achieve 0.5-log inactivation of viruses. While a strong indication that the NSF55A UV reactor can achieve log credit inactivation for pathogens and viruses, the 40 mJ/cm^2 certification does not provide the same level of validation testing and operational monitoring scrutiny as the UVDGM validated dose to ensure continuous inactivation of pathogens and viruses. These shortcomings must be considered when setting inactivation credits.

The Department investigated whether, and under what conditions, NSF55A UV reactors could be expected to provide a specific UV dose for log inactivation with a high level of confidence. Two aspects contribute to this evaluation, treatment and operational monitoring. The NSF55A certification provides a onetime manufacturer's test that does not address all of the aspects of the UVDGM validated dose. The Department investigated if the certified dose could be associated with a specific performance confidence (i.e. operational safety factor) that would allow the Department, when combined with appropriate monitoring, to accept NSF55A UV reactors for specific log credit removals. As a first step, the

Department began by considering appropriate log credit removals for the NSF55A UV reactor through a comparison to the validated dose requirements of the UVDGM.

According to the UVDGM, the "validated" dose of a given reactor is the reduction equivalent dose (RED) reduced by a "Validation Factor" and can be calculated using the following equation:

$$Validated\ Dose = RED/VF$$

Where: RED = Reduction Equivalent Dose
VF = Validation Factor

RED equates a specific UV dose to a corresponding log credit inactivation through laboratory experimentation. VF, the validation factor, accounts for "biases associated with using a challenge microorganism instead of a target pathogen and for experimental uncertainty". The Validation Factor is defined as follows (UVDGM Equation 5.13):

$$VF = B_{RED} \times \left(1 + \frac{U_{VAL}}{100}\right)$$

Where: VF = Validation Factor
B_{RED} = RED Bias Factor
U_{VAL} = Uncertainty of Validation expressed as a percentage

The Uncertainty of Validation (U_{VAL}) is also referred to as the "experimental uncertainty" by the UVDGM. The UVDGM describes three variables which contribute to U_{VAL} for systems using the intensity setpoint approach. These three variables are: the uncertainty in the Setpoint value (U_{SP}), the uncertainty of UV sensor measurements (U_S), and the uncertainty of the UV dose-response inactivation relationship of the target pathogen and test microorganism (U_{DR}). Using the most conservative approach outlined in the decision tree of Figure 5.4 in the UVDGM, U_{VAL} is to be calculated as follows:

$$U_{VAL} = \sqrt{\left({U_{SP}}^2 + {U_S}^2 + {U_{DR}}^2\right)}$$

Where: U_{VAL} = Uncertainty of Validation
U_{SP} = Uncertainty in the UV Setpoint Value
U_S = Uncertainty in the UV sensor measurement
U_{DR} = Uncertainty in the dose-response relationship

A NSF/ANSI Standard 55 certification does not contain enough information to properly evaluate the Uncertainty of Validation or the RED bias factor. So, instead of applying these formulas from experimental data per the UVDGM, the Department chose to take the following approach:

1. Work from the known 40 mJ/cm^2 dose applied by the NSF55A UV reactor and the established Reduction Equivalent Dose (i.e. dose tied to specific pathogen and virus reductions) to determine the associated uncertainty and biases.
2. Determine whether the calculated uncertainty in conjunction with minimum monitoring requirements could provide a high level of confidence that the water treated through NSF55A UV reactors satisfies minimum log credit reductions for pathogens.

To test the above approach, the Department worked through an example calculation for *Giardia* treatment using the following assumptions:

- Per Table No. G.16 of the UVDGM, the Validated Dose must equal 1.5 mJ/cm^2 to achieve 0.5 log *Giardia* inactivation.
- Assuming the worst UVT (%) and Challenge UV Sensitivity (mJ/cm^2/log I) in Table No. G.16 of the UVDGM as a conservative measure, the RED Bias factor equals 6.09.
- Since RED equals the applied dose, the Department used the NSF55A certified 40 mJ/cm^2 as RED.

Working from these assumptions, the Department calculated the uncertainty and bias. The first step to calculate the Validation Factor is as follows:

$$VF = \frac{40\,\frac{mJ}{cm^2}}{1.5\,\frac{mj}{cm^2}} = 26.7$$

Using this calculated value, the Department calculated U_{VAL} by using the worst case option for $B_{red}B_{RED}$ as follows:

$$U_{val} = 100 * \left(\frac{26.7\,\frac{mJ}{cm^2}}{6.09} - 1 \right) \sim 338\%$$

The result means that if the combined uncertainty and/or bias from all factors, such as U_S, U_{SP}, and U_{DR}, equals or exceeds 338 percent when treating the worst allowable water quality through the reactor, the NSF55A UV reactor produces water not fully capable of meeting the associated *Giardia* log inactivation. This answer represents a possible scenario that the Department must evaluate when used in conjunction with potential monitoring options. For the full range of options to be considered, the Department followed the methodology used in this example to develop the uncertainty and bias for a range of log credit removals for viruses, *Cryptosporidium*, and *Giardia*. The results of this work are found in Table 5.

Table 5 – Uncertainty of Validation (UVAL) Percentage for Pathogen Inactivation

Target Pathogen	Value	Log Inactivation							
		0.5	**1.0**	**1.5**	**2.0**	**2.5**	**3.0**	**3.5**	**4.0**
Giardia	Percent Uncertainty (U_{VAL})	337.9	147.1	78.3	28.6	3.9	N/A	N/A	N/A
	Validated Dose (mJ/cm^2)	1.5	2.1	3.0	5.2	7.7	11	15	22
	B_{red}	6.09	7.71	7.48	5.98	5.00	4.17	3.54	2.73
Cryptosporidium	Percent Uncertainty (U_{VAL})	332.5	130.5	60.0	23.4	0.1	N/A	N/A	N/A
	Validated Dose (mJ/cm^2)	1.6	2.5	3.9	5.8	8.5	12	15	22
	B_{red}	5.78	6.94	6.41	5.59	4.70	3.94	3.54	2.84
Virus	Percent Uncertainty (U_{VAL})	0.6	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Validated Dose	39	58	79	100	121	143	163	186
	B_{red}	1.02	1.06	1.07	1.08	1.09	1.09	1.09	1.09

"N/A" designates conditions where the NSF55A UV reactor cannot provide a sufficient dose to meet the log inactivation.

The Uncertainty of Validation is developed from three main variables, U_S, U_{SP}, and U_{DR}. The most conservative relationship between the Uncertainty of Validation and the U_S, U_{SP}, and U_{DR} found in the UVDGM is found above in this section. Each of these variables can represent a different uncertainty value that contributes toward the overall Uncertainty of Validation. By working from the Uncertainty of Validation, the Department evaluated how much one, two, or three of these contributing variables would have to be in error to be equal to or in excess of the Uncertainty of Validation percentages found in Table 5. For this assessment, the Department assumed that multiple variables were of equal uncertainty for simplicity. These results are outlined in Table 6.

Table 6 – Percent Uncertainty Thresholds for US, USP, and UDR

Target Pathogen	Number of Variables in Error	Log Inactivation				
		0.5	1.0	1.5	2.0	2.5
Giardia	One	337.9	147.1	78.3	28.6	3.9
	Two	238.9	104.0	55.33	20.2	2.8
	Three	195.1	84.9	45.18	16.5	2.2
Cryptosporidium	One	332.5	130.5	60.0	23.4	0.1
	Two	235.1	92.3	42.4	16.5	0.1
	Three	192.0	75.4	34.6	13.5	0.1
Virus	One	0.6	N/A	N/A	N/A	N/A
	Two	0.4	N/A	N/A	N/A	N/A
	Three	0.3	N/A	N/A	N/A	N/A

N/A designates conditions where the NSF55A UV reactor cannot provide a sufficient dose to meet the log inactivation.

The values in this table allow the Department to evaluate the potential whether the NSF55A UV reactor will produce off specification water if one or more of the test variables exceed these uncertainties. For example, consider the probability of a single source of error, such as the Uncertainty of the UV Sensor Measurement (U_S), exceeding the percentage listed in Table 6 for a 0.5 log inactivation of viruses. Since the U_S would have to equal or exceed 0.6 percent error, the likelihood of the NSF55A UV reactor creating off specification water appears highly probable. Similarly, consider the probability of all three of the variables contributing toward the overall uncertainty, U_S, U_{SP}, and U_{DR}, equaling or exceeding the percentage listed in Table 6 for a 0.5 log inactivation of viruses. Since the U_S, U_{SP}, and U_{DR} would each have to equal or exceed 0.3 percent error, the likelihood of the NSF55A UV reactor creating off specification water appears highly probable. Alternately, consider the probability of all three of the variables contributing toward the overall uncertainty, U_S, U_{SP}, and U_{DR}, equaling or exceeding the percentage listed in Table 6 for a 0.5 log inactivation of *Giardia*. Since the U_S, U_{SP}, and U_{DR} would each have to equal or exceed 195.1 percent error, the likelihood of the NSF55A UV reactor creating off specification water appears highly improbable.

Based on the three contributing uncertainties, only one uncertainty appears to be capable of fully failing under operating conditions. This factor is the Uncertainty of the UV Sensor Measurement (U_S). A sensor has the potential to provide false high readings that result in error of an unknown magnitude, provide false low readings that result in error of an unknown magnitude, or completely fail. If the required monitoring prevents the treatment of water through the NSF55A UV reactor when the sensor registers a UV dose less than 40 mJ/cm^2, two of the potential failures become inconsequential. For the remaining concern of a false high reading, the Department considered what level of uncertainty posed an unacceptable risk for producing off specification water for viruses, *Giardia*, and *Cryptosporidium*.

Assuming that the Department can optimize the monitoring requirements, discussed in Section 6 of this document, the Department finds the following for defining the log credit treatment capacities of the NSF55A UV reactor for viruses, *Cryptosporidium*, and *Giardia*:

VIRUS INACTIVATION CREDIT FOR NSF55A UV INSTALLATIONS

Referring to the information presented previously in Table 3, a UV dose of 39 mJ/cm^2 is required to deliver a 0.5-log inactivation credit for viruses. A 0.6 percent error of any experimental data element would prevent the NSF55A UV reactor from providing this minimum dose. The high probability of an error that exceeds 0.6 percent presents too much risk to ensure the treatment system will meet the required treatment. **The Department does not award any virus inactivation credit for the NSF55A UV equipment.**

CRYPTOSPORIDIUM INACTIVATION CREDIT FOR NSF55A UV INSTALLATIONS

Item 7.3.1(1) of the CPDWR requires that treatment systems provide 2-log credits of treatment for the removal of *Cryptosporidium*. This requirement is very clear that this treatment must be provided through removal and not inactivation. Based on this portion of the regulation, UV cannot be use for the initial 2-log treatment of *Cryptosporidum*. Per the requirements for enhanced treatment for *Cryptosporidium*, filtered systems with confirmed *Cryptosporidium* in the source water require additional log credit treatment. While UV treatment may be used to achieve this additional *Cryptosporidium* treatment, item 7.4(2) of the CPDWR outlines the requirements of the reactor validation testing and operating conditions; NSF55A UV reactors cannot meet these requirements. Based on these requirements, the Department has determined that only validated UV reactors with more stringent monitoring requirements are appropriate for use in meeting the enhanced treatment removal/inactivation requirements for *Cryptosporidium*. **The Department does not award any *Cryptosporidium* inactivation credit for the NSF55A UV equipment**.

GIARDIA INACTIVATION CREDIT FOR NSF55A UV INSTALLATIONS

Item 7.1.1 of the CPDWR requires the use of filtration to fully or partially achieve 3-log removal/inactivation of *Giardia*. In addition to filtration, UV inactivation is an appropriate tool to treat *Giardia*. The NSF55A UV reactor has the theoretical capability to provide up to 2.5-log inactivation of *Giardia* if operating at the certified capacity (40 mJ/cm^2). While certified, the NSF55A UV reactors are not tested or monitored to account for items such as lamp fouling and aging, measurement uncertainty of on-line sensors, and failure of system components. To account for these variables, the Department can set minimum monitoring requirements and apply appropriate safety factors. The Department investigated the safety factor approach by comparing the NSF55A UV reactor to the UVDGM basis.

While 1.0-log inactivation of *Giardia* might appear to be a reasonable treatment credit, this treatment credit only provides an approximate 150 percent Uncertainty of Validation safety factor, but the NSF55A certification and the approach used by the Department does not account for items such as lamp age. The risk for failure must be minimized further. The Department cannot independently ascertain the risk level associated with unknowns not analyzed, but believes that the NSF55A UV reactor has a low probability of failure when providing 0.5-log inactivation of *Giardia*. **Based on the information presented in Table 5, the Department finds that NSF55A UV reactors can provide 0.5-log inactivation of *Giardia* in combination with the monitoring requirements outlined in section 6 of this document.**

6. DESIGN AND OPERATION REQUIREMENTS

The Department finds that UV disinfection equipment which is certified under NSF/ANSI Standard 55 Class A can be successfully used to comply with the log inactivation requirements of Article 7 of the Colorado Primary Drinking Water Regulations (CPDWR). The technology meets or exceeds the requirements of the *State of Colorado Design Criteria for Potable Water Systems* and is accepted for use as a technology to meet the log inactivation requirements for *Giardia* subject to the conditions outlined below.

INSTALLATION CONDITIONS

The installation conditions under which the Department deems that NSF/ANSI Standard 55 Class A UV disinfection reactors are approvable for use in Colorado for complying with the requirements of Article 7 of the Colorado Primary Drinking Water Regulations (CPDWR) are included in Table 7.

Table 7 – Installation Conditions for NSF/ANSI Standard 55 Class A UV Disinfection Equipment

Condition		Requirement
Treatment Plant Capacity		100 gallons per minute (maximum)
Flow through UV reactor		Less than or equal to NSF55A certified capacity for reactor
Water Treatment Process required upstream of UV equipment		Department approved filtration process providing a minimum 2.5-log *Giardia* removal / 2.0 log *Cryptosporidium* removal
Water Treatment Process required downstream of UV equipment		Department approved chemical disinfection providing a minimum of 4-log virus inactivation credit.
Minimum UV dosage provided as certified by NSF/ANSI Standard 55		40 mJ/cm^2
Maximum Department approved log inactivation credit for:	*Giardia*	0.5-log
	Cryptosporidium	Zero. No inactivation credit shall be granted for *Cryptosporidium*.
	viruses	Zero. No inactivation credit shall be granted for viruses.

TREATMENT CAPACITY LIMITATIONS FOR NSF55A UV INSTALLATIONS

The Department has determined that the use of NSF55A UV equipment shall be limited to treatment facilities with a maximum capacity of 100 gallons per minute (gpm). The primary intent of the Department's acceptance of NSF55A UV equipment is to provide a framework for small PWS's to use readily available, small flow, cost effective UV equipment in complying with log inactivation requirements of Article 7 of the CPDWR. The Department acknowledges that several NSF55A UV reactors may be operated in parallel to provide a larger total treatment capacity greater than the individual unit capacities. However, the Department limits the total capacity of a parallel unit installation to 100 gpm. For treatment plants that require UV disinfection flows greater than 100 gpm the Department finds that NSF55A equipment, and its associated monitoring requirements may be replaced with validated UV reactors for roughly the same cost, but with a higher level of monitoring. For treatment plant capacities above 100 gpm the Department will require that a UV disinfection process comply with the validation and monitoring requirements of Article 7.4.18(c)(2) and Article 7.4.18(c)(3) of the CPDWR.

OTHER TREATMENT REQUIREMENTS

The Department is requiring that NSF55A UV reactors be preceded by an approved filtration technology providing *Giardia* and *Cryptosporidium* removal. Additionally, the Department requires that NSF55A UV reactors be followed by an approved chemical disinfection system providing 4-log virus inactivation. Non-NSF55A UV reactors can be validated for a wide range of dosages as provided by Article 7.4.18(c)(2) of the CPDWR; however, the Department is limiting the *Giardia* log-inactivation credit for NSF55A UV reactors to a maximum of 0.5-log and approving no log-inactivation credit for *Cryptosporidium* or viruses. Should a PWS wish to utilize a UV disinfection process for a greater log-inactivation credit, the UV reactor(s) will need to be validated in accordance the UVDGM and Article 7.4.18(c)(2) of the CPDWR.

In order for a water treatment process as a whole to provide a 4-log virus inactivation/removal, a total of 3.0-log *Giardia* inactivation/removal, and 2.0-log *Cryptosporidium* removal, filtration and chemical disinfection processes will be necessary in conjunction with NSF55A UV disinfection. The Department finds that by requiring filtration and chemical disinfection in conjunction with NSF55A UV disinfection, the multi-barrier approach to the approved log-inactivation credit are preserved.

DESIGN SUBMITTAL REQUIREMENTS

The acceptance of NSF55A UV disinfection for inactivation of *Giardia* applies only to the use of UV disinfection for compliance with Article 7 of the CPDWR. The acceptance does NOT constitute construction approval for installation or use at individual public water systems. Public water systems must submit plans for individual review and approval to use UV technology as a means of complying with Article 7 of the CPDWR. In addition to the plans submittal requirements outlined in the Design Criteria, the submittal must contain the additional information included in Table 8.

Table 8 – UV Disinfection Design Submittal Requirements

Parameter	Requirement
Certification of UV Disinfection Reactor	Certified for conformance with NSF/ANSI Standard 55 Class A. Manufacturer's operation and maintenance manual including raw water quality parameter limitations and installation requirements must be submitted
Raw Water Quality[1,2]	• UV transmittance (UVT) – must span different seasonal conditions where applicable (winter, runoff, summer) • Manganese (dissolved) • Iron (dissolved) • Hardness
Disinfection Goal	Submittal must verify that only *Giardia* is being targeted for UV inactivation. Additionally the submittal must identify what magnitude of log inactivation credit is being sought for the UV disinfection process individually and the overall treatment process as a whole. The maximum *Giardia* UV inactivation credit that will be granted is 0.5-log.
Process flow rate through UV reactor	Less than or equal to the NSF/ANSI Standard 55 Class A certified flow for the UV reactor specified
Hydraulics	Either 5 pipe diameters straight pipe upstream of the UV reactor or equal to or in excess of the manufacturer's installation guidelines
Design Flow rate (gpm)	Submittal must indicate the design flow rate for the UV reactor. Department approve flow rates will be less than or equal to the manufacturer's certified flow rate for the reactor specified.

Parameter	Requirement
Flow Measurement	Instantaneous flow measurement is required on all UV installations being used for log-inactivation credits
Flow Restriction	Flow restrictor devices are required on all UV installations to prevent flow through the reactor greater than the approved rate
Power Failure Flow Prevention	Flow prevention devices (i.e., solenoid valve) shall be installed to automatically close upon a power failure condition to prevent water from flowing through an unpowered UV reactor.
Sleeve and/or Lamp cleaning strategy	The submittal must contain a description of the procedure for cleaning the lamp and/or sleeve. This procedure must be included in the operations and maintenance manual
UV sensor calibration strategy	Sensor calibration verification is required on a monthly basis. Duty sensors can be compared to a reference sensor using the UV equipment control panel display indicating a discreet measurement of UV intensity and/or dose.
Alarm and Shut-off	The UV reactor must be equipped with an alarm function that is coupled with an automatic shut off device. The alarm and shut-off function must automatically operate when the UV dosage falls below the NSF/ANSI Standard 55 Class A limit of 40 mJ/cm^2. This failure condition must be tested by the PWS and documented at least once per calendar week that the UV reactor is in operation.
Redundancy and/or Contingency Plan	The submittal must contain a description of equipment redundancy or a contingency plan for emergency operations when the UV reactor is out of operation due to an alarm condition, cleaning, and or other unforeseeable events whereby UV disinfection is unavailable. At a minimum, spare UV bulbs and UV sensors must be kept onsite.

[1] *"Raw Water Quality" means water entering the UV reactor which may be raw, settled or filter effluent*
[2] *Water quality parameters must be within the manufacturer's specified range*

7. REGULATORY REQUIREMENTS

This section discusses the monitoring and record keeping activities expected by the Department for UV facilities. PWSs must monitor their UV reactors to determine if the reactors are operating within validated conditions. According to the UVDGM this monitoring must include:

- UV intensity as measured by a UV sensor
- flow rate
- lamp status
- and other parameters designated by the Department.

In addition to monitoring operational parameters, PWSs must verify the calibration of UV sensors in accordance with a protocol that the state approves [40 CFR 141.720 (d)(3)].

UV SENSOR CALIBRATION

The UV sensor(s) supplied with the NSF55A UV reactors will be calibrated initially by the manufacturer. According the UVDGM, UV sensors will drift out of calibration over time. Proper calibration and operation of the UV sensor(s) are essential to confirm disinfection performance of the UV reactor. The UVDGM indicates that "water systems must verify calibration of UV sensors with a protocol that the state approves [40 CFR 141.720(d)(3)]". Calibration monitoring involves first measuring UV intensity with the "duty" sensor, then the duty sensor is replaced with the "reference" sensor and UV intensity is measured again. If the difference between the two measurements is less than 20 percent, then the duty sensor is deemed to be in calibration. If the difference is greater than 20 percent, replacement of UV sensor(s) is required. The UVDGM recommends that calibration of duty sensors be verified with reference sensors at least monthly.

This UV sensor calibration requirement can be met by NSF55A units provided that a UV sensor monitor is included in the installation. This monitor, which provides an on-line readout of actual UV intensity and/or dose delivered, may be an optional additional piece of equipment not part of the UV reactor's standard package.

The procedure for checking the UV sensor calibration would involve recording the UV dose/intensity measured by the "duty" UV sensor. Then, removal/replacement of the duty sensor with a "reference" sensor would be accomplished and the dose/intensity recorded. In many cases, in order to accomplish this testing the PWS will be required to purchase a "reference" or back-up UV sensor and the optional communications equipment which allows for a UV dose/intensity measurement display.

OFF SPECIFICATION EVENTS

According to CWPDR Article 7.4.18(c)(3)(i), PWSs must treat at least 95 percent of the water delivered to the public during each month by UV reactors operating within validated conditions for the required UV dose to receive disinfection credit for UV treatment. Operating outside the validated limits is defined as "off-specification". Off-specification compliance is based on the volume of water treated. According to the UVDGM, UV reactors are operating off-specification when any of the conditions in Table 9 occur. Table 9 also includes a note for each parameter indicating how it may be applicable to or impacted by the operation of NSF55A UV reactors. Refer to UVDGM Section 3.4.1 for more information.

Table 9 – Off-Specification Conditions for NSF55A UV Equipment

Parameter	Off-Specification Condition	Note re: Relevance for NSF55A units	Can Design and Operation of NSF55A System prevent "off-certification" condition?
Flow rate	Higher than validated range	Flow restrictor prevents excess flow. PWS to record flows in Monthly operating reports.	YES. via flow restrictor
UVT	Lower than validated range	UVT is not measured on-line for NSF55A units. If UVT drops enough to trigger dose alarm the UV system will be automatically disabled.	YES. via dose alarm & shutdown
UV Intensity	Below validated setpoint	IF UV intensity drops enough to trigger dose alarm the UV system will be automatically disabled	
Validated Dose	less than the required UV dose at a given flow rate	IF UV dose drops enough to trigger dose alarm the UV system will be automatically disabled	
Lamp Status	One or more lamps that should be energized are not in service	NSF55A units are not designed for variable lamp status operation. Therefore, any lamp failure will trigger the dosage alarm and the UV system will be automatically disabled.	
Power failure	All UV lamps are off because of a power interruption or power quality problem, and water is flowing through the reactors	Department approval conditions provide for flow prevention devices to activate in the event of a power failure.	YES. via power failure flow prevention valve
UV Sensor Calibration	UV sensors are not within calibration criteria and the remedial actions are not taken	UV sensor calibration must be measured by PWS operator	NO. UV sensor calibration and recording must be used to verify off-specification performance
UVT Analyzer Calibration	UVT analyzer is out of calibration and corrective action was not taken	UVT is not measured on-line for NSF55A units because dose-monitoring approach is not allowed.	N/A for NSF55A units
Replacement Equipment	UV equipment includes installed or replaced components (or both) that are not equal to or better than the components used during validation testing	Replacement equipment is subject to manufacturer's requirements	NO. Replacement equipment is subject to manufacturer's requirements

Reference: UVDGM Section 3.4.1

ADDITIONAL MONITORING REQUIREMENTS

PWS's must keep monthly records of the following operational parameters and frequencies as shown in Table 10. These records must be kept onsite and available for review during Sanitary Surveys.

Table 10 – Monthly Monitoring and Reporting Requirements for NSF55A UV systems

Parameter or Function	Frequency of Monitoring	Note
Daily Flow through Reactor	Daily	Cumulative volume measured in gallons-per-day
UV Dosage Alarm and Automatic Shut-Off Equipment	Daily	UV dosage alarm and automatic shut-off equipment must be tested daily per the manufacturer's directions. Records documenting the date and result of such testing shall be maintained
Power Failure Flow Prevention	Daily	Flow prevention devices must be tested daily. Records documenting the dates and results of such testing shall be maintained.
Monthly volume of water treated	Monthly	Cumulative volume measured in gallons-per-month
Off-specification[1] flow percentage	Monthly	Percentage of flow that passed through the reactor when reactor was operating "off-specification"[1] - 95 percent of water treated monthly must not be through an "off-specification reactor"
UV Sensor Calibration	Monthly	Record date and result of sensor calibration verification. Record "duty" sensor reading and "reference" sensor reading and relative difference. Sensor replacement is required if variation exceeds 20 percent. Furthermore, all water treated when sensor calibration is greater than -20% is considered "off-specification" and must be reported as such.
O&M Data	Varies	Records of lamp run times, cleaning frequencies and other maintenance activities documenting the date and extent of activities shall be maintained.

[1] "Off-specification" flow can occur via one of three ways: 1) Flow through the reactor at a rate in excess of the certified reactor capacity, 2) Flow through the reactor when the UV sensor measurement validity is in question and 3) Flow through the reactor when the alarm/fail-safe function is not operating correctly. These events must be recorded in the monthly operating log and reported to the Department.

An example monthly record keeping and reporting form for "off-specification" performance is included in Table 11 and an example daily operating log is included in Table 12 on the following pages.

Table 11 - Example Monthly "Off-Certification" Monitoring Form

NSF55A UV MONTHLY MONITORING AND REPORTING FORM

Reporting Period: _____

System/Treatment Plant: _____

PWSID: _____

Operator Name: _____

Operator Signature: _____

Date: _____

UV Reactor (i.e., UV No.1, UV No.2, etc.)	Total Production (gallons)	Number of Off-Specification Events	Total Off-Specification Volume of Water (gallons)
TOTALS			

Compliance Certification

Total Volume of Off-Specification Water Produced (gallons) [A] _____

Total Volume of Water Produced (gallons) [B] _____

Percentage of Off-Specification Water Produced ([A] / [B] * 100) _____

Number of UV Sensors in use: _____

Date of UV Sensor Calibration test: _____

Percentage Difference in Calibration: _____

Was Calibration Difference less than 20% (Y/N) _____

If Calibration Difference is >20%:

Was UV Sensor Replaced? (Y/N) _____

Volume of water treated by reactor with UV sensor out of calibration? (gallons) _____

Facility Meets Off-Specification Requirements (<5% of Volume on a Monthly Basis) (Y/N) _____

Table 12 - Example Daily Operating Log

DAILY OPERATING LOG FOR NSF55A UV DISINFECTION EQUIPMENT

Reporting Period: _____

System/Treatment Plant: _____ UV Reactor ID: _____

PWSID: _____ Maximum Validated Flow: _____

Operator Name: _____

Operator Signature: _____

Date: _____

Day	Total Production (gallons)	UV Reactor Flow Rate (gpm)	UV Dosage Alarm & Shut off Operating Properly (Y/N)	Power Failure Flow Shut off Operating Properly (Y/N)	Was there any Off-Specification Flow (Y/N)	Total Flow Off-Specification (gallons)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
MIN						
MAX						
TOTAL						

[1] Off-Specification flow results when reactor flow is greater than certified flow, alarm shut-off function is not operating and/or power failure flow shut off is not operating. Off-specification flows must be reported to CDPHE-WQCD

8. CONCLUSION

The certification requirements of NSF/ANSI Standard 55 Class A are not the same as the validation requirements for UV reactors as specified by the UVDGM. Therefore, the NSF55A "certified" dose of 40 mJ/cm^2 cannot be considered a "validated" dose under the provisions of UVDGM. However, if the reduction factor (validation factor) guidance in the UVDGM is applied to the NSF55A procedure and conservative estimates of validation factor parameters are used, the 40 mJ/cm^2 NSF55A dose is considered by the Department to be a "WQCD Validated Dose" of 1.5 mJ/cm^2. This dose is sufficient to provide 0.5-log inactivation of *Giardia*.

The Department recognizes that the widespread availability and low cost of NSF55A UV reactors make them attractive to small public water systems for use in complying with the log removal requirements of Article 7 of the CPDWR. The UVDGM allows for the validation of NSF55A units provided they are evaluated on a case-by-case basis (UVDGM Section 5.2.2). The Department finds that use of NSF55A UV reactors may be approvable with certain limitations on the level of log-inactivation credit for *Giardia* required (0.5-log maximum) when Department-approved filtration processes and chemical disinfection processes precede and follow the UV disinfection equipment.

Table 1.4 of the UVDGM indicates that a UV dose of 1.5 mJ/cm^2 is sufficient to provide a 0.5-log reduction for Giardia. The Department will limit approval of NSF55A UV equipment to a maximum of 0.5-log *Giardia* inactivation credit provided that the other limitations and conditions described in this paper are met. The Department will approve NSF55A UV disinfection processes for treatment plants up to a maximum capacity of 100 gpm. For treatment plants with capacities greater than 100 gpm and source waters with a classification other than Bin 1, UV disinfection processes must comply with the validation and monitoring requirements of Article 7.4.18(c)(2) and Article 7.4.18(c)(3) of the CPDWR.

APPENDIX K
PROJECT COSTS

Somerset Domestic Water Works District
Cost Estimate
Alternative 4 - UV Disinfection

Item	Description	Quantity	Units	Unit Price	Subtotal
1	8" Dia C900 Water Main	8,000	LF	$ 180.00	$ 1,440,000.00
2	18" Dia Bore and Casing (Two CDOT Highway Crossings)	175	LF	$ 750.00	$ 131,250.00
3	Fire Hydrant Assembly (Pipe, Hydrant, Riser, Valve, Etc)	35	EA	$ 8,500.00	$ 297,500.00
4	Flushing Hydrant Assembly (Pipe, Hydrant, Riser, Valve, Etc.)	10	EA	$ 2,500.00	$ 25,000.00
5	8" and 6" Dia M.J. Gate Valve	55	EA	$ 3,500.00	$ 192,500.00
6	Water Meter and Meter Pit	64	EA	$ 650.00	$ 41,600.00
7	Ashpalt Removal and Replacement	6,000	SF	$ 80.00	$ 480,000.00
8	6" Depth Compacted Class 6 Road Base	2,220	CY	$ 8.00	$ 17,760.00
9	Curb Stop and Box	62	EA	$ 2,500.00	$ 155,000.00
10	3/4" Type K Copper Service Line	620	LF	$ 25.00	$ 15,500.00
11	Remove and Replace Unsuitable Subgrade (30% of Waterline Trench)	1,778	CY	$ 80.00	$ 142,222.22
12	Misc. Treatment Facility Piping and Valves	1	LS	$ 12,500.00	$ 12,500.00
13	UV Primary Disinfection Module	1	LS	$ 65,000.00	$ 65,000.00
				Subtotal Construction Items	**$ 3,015,832.22**
Electrical and Controls					$ 35,000.00
Electric Meter for Water Treatment Plant					$ 25,000.00
Site Restoration					$ 45,237.48
Mobilization, Bonds & Insurance					$ 150,791.61
Total Construction Cost					**$ 3,271,861.32**
Contingency (20%)					$ 654,372.26
Basic Services					$ 356,160.00
Resident Project Representative (RPR)					$ 259,600.00
Additional Services					$ 5,000.00
Owner Expenses					$ 192,350.17
Total Non-Construction Project Cost					**$ 1,467,482.44**
Total Project Cost					**$ 4,739,343.75**

Somerset Domestic Water Works District
Cost Estimate
Alternative 4 - UV Disinfection

Annual O&M	Existing O&M Cost	Additional O&M Cost	Proposed O&M Cost
Bank Service Charges	$ 25.00	$ -	$ 25.00
Directors Fees	$ 200.00	$ -	$ 200.00
Education	$ 448.77	$ -	$ 448.77
Elections	$ 86.50	$ -	$ 86.50
Employee Compensation	$ 3,540.02	$ -	$ 3,540.02
Insurance Expense	$ 3,729.00	$ -	$ 3,729.00
Membership and Dues	$ 369.90	$ -	$ 369.90
Office Expense	$ 1,792.86	$ -	$ 1,792.86
Operation and Maintenance	$ 1,340.69	$ -	$ 1,340.69
Professional Fees	$ 510.00	$ -	$ 510.00
Purchased Water	$ 5,106.79	$ (5,106.79)	$ -
Repairs and Maintenance	$ 431.37	$ -	$ 431.37
Subscriptions	$ 65.00	$ -	$ 65.00
Utilities Expense	$ 3,190.02	$ 8,500.00	$ 11,690.02
Water Monitoring	$ -	$ 4,535.35	$ 4,535.35
Storage Tank Loan Payment	$ -	$ 8,024.26	$ 8,024.26
Chemicals ($100/month)	$ -	$ 1,200.00	$ 1,200.00
Raw Water Pump Station Elec. ($600/month)	$ -	$ 7,200.00	$ 7,200.00
Water Plant Elec. ($600/month)	$ -	$ 7,200.00	$ 7,200.00
Tank Cleaning ($6000 every 5 years)	$ -	$ 1,200.00	$ 1,200.00
Contract Operator ($800/month)	$ -	$ 9,600.00	$ 9,600.00
UV Lamp Replacement	$ -	$ 4,500.00	$ 4,500.00
Total Operations & Maintenance	**$ 20,836**	**$ 46,853**	**$ 67,689**
20-Year Present Worth Operations & Maintenance	**$ 395,620**	**$ 889,614**	**$ 1,285,234**

Salvagable Item	Capital Cost	Useful Life	Straight Line Depreciation per Year	20-Year Salvage Value	Single Payment Present Worth of 20-Year Salvage Value
8" Dia C900 Water Main	$ 1,440,000.00	40	$ 36,000.00	$ 720,000.00	$651,645.29
Fire Hydrant Assembly (Pipe, Hydrant, Riser, Valve, Etc)	$ 297,500.00	40	$ 7,437.50	$ 148,750.00	$ 134,628.11
8" and 6" Dia M.J. Gate Valve	$ 192,500.00	35	$ 5,500.00	$ 82,500.00	$ 74,667.69
Curb Stop and Box	$ 155,000.00	20	$ 7,750.00	$ -	$ -
3/4" Type K Copper Service Line	$ 15,500.00	20	$ 775.00	$ -	$ -
Total Single Payment Present Worth of 20-Year Salvage Value					**$ 860,941.09**

Notes:
1. Capital cost for some items are not included in salvage value calculations as these items are not salvagable after any period of time.
2. Present value based on real federal discount rate from "Appendix C of OMB Circular A-94" of 0.5%.

Somerset Domestic Water Works District
Cost Estimate
Alternative 5 - Adsorption Pre-Treatment

Item	Description	Quantity	Units	Unit Price	Subtotal
1	8" Dia C900 Water Main	8,000	LF	$ 180.00	$ 1,440,000.00
2	18" Dia Bore and Casing (Two CDOT Highway Crossings)	175	LF	$ 750.00	$ 131,250.00
3	Fire Hydrant Assembly (Pipe, Hydrant, Riser, Valve, Etc)	35	EA	$ 8,500.00	$ 297,500.00
4	Flushing Hydrant Assembly (Pipe, Hydrant, Riser, Valve, Etc.)	10	EA	$ 2,500.00	$ 25,000.00
5	8" and 6" Dia M.J. Gate Valve	55	EA	$ 3,500.00	$ 192,500.00
6	Water Meter and Meter Pit	64	EA	$ 650.00	$ 41,600.00
7	Ashpalt Removal and Replacement	6,000	SF	$ 80.00	$ 480,000.00
8	6" Depth Compacted Class 6 Road Base	2,220	CY	$ 8.00	$ 17,760.00
9	Curb Stop and Box	62	EA	$ 2,500.00	$ 155,000.00
10	3/4" Type K Copper Service Line	620	LF	$ 25.00	$ 15,500.00
11	Remove and Replace Unsuitable Subgrade (30% of Waterline Trench)	1,778	CY	$ 80.00	$ 142,222.22
12	Adsorption Skid and Media	1	LS	$ 286,500.00	$ 286,500.00
13	Misc. Piping and Valves	1	LS	$ 12,500.00	$ 12,500.00
14	Building Modifications for Skid Height	1	LS	$ 25,000.00	$ 25,000.00
				Subtotal Construction Items	**$ 3,262,332.22**
Electrical and Controls					$ 35,000.00
Electric Meter for Water Treatment Plant					$ 25,000.00
Site Restoration ($50 EA Meter)					$ 40,000.00
Mobilization, Bonds & Insurance					$ 163,116.61
Total Construction Cost					**$ 3,525,448.83**
Contingency (20%)					$ 705,089.77
Basic Services					$ 356,160.00
Resident Project Representative (RPR)					$ 259,600.00
Additional Services					$ 5,000.00
Owner Expenses					$ 204,748.03
Total Non-Construction Project Cost					**$ 1,530,597.80**
Total Project Cost					**$ 5,056,046.63**

Somerset Domestic Water Works District
Cost Estimate
Alternative 5 - Adsorption Pre-Treatment

Annual O&M	Existing O&M Cost	Additional O&M Cost	Proposed O&M Cost
Bank Service Charges	$ 25.00	$ -	$ 25.00
Directors Fees	$ 200.00	$ -	$ 200.00
Education	$ 448.77	$ -	$ 448.77
Elections	$ 86.50	$ -	$ 86.50
Employee Compensation	$ 3,540.02	$ -	$ 3,540.02
Insurance Expense	$ 3,729.00	$ -	$ 3,729.00
Membership and Dues	$ 369.90	$ -	$ 369.90
Office Expense	$ 1,792.86	$ -	$ 1,792.86
Operation and Maintenance	$ 1,340.69	$ -	$ 1,340.69
Professional Fees	$ 510.00	$ -	$ 510.00
Purchased Water	$ 5,106.79	$ (5,106.79)	$ -
Repairs and Maintenance	$ 431.37	$ -	$ 431.37
Subscriptions	$ 65.00	$ -	$ 65.00
Utilities Expense	$ 3,190.02	$ 1,000.00	$ 4,190.02
Water Monitoring	$ -	$ 4,535.35	$ 4,535.35
Storage Tank Loan Payment	$ -	$ 8,024.26	$ 8,024.26
Chemicals ($280/month)	$ -	$ 3,360.00	$ 3,360.00
Raw Water Pump Station Elec. ($600/month)	$ -	$ 7,200.00	$ 7,200.00
Water Plant Elec. ($600/month)	$ -	$ 7,200.00	$ 7,200.00
Tank Cleaning ($6000 every 5 years)	$ -	$ 1,200.00	$ 1,200.00
Contract Operator ($800/month)	$ -	$ 9,600.00	$ 9,600.00
Resin Replacement	$ -	$ 1,300.00	$ 1,300.00
Total Operations & Maintenance	**$ 20,836**	**$ 38,313**	**$ 59,149**
20-Year Present Worth Operations & Maintenance	**$ 395,620**	**$ 727,462**	**$ 1,123,082**

Salvagable Item	Capital Cost	Useful Life	Straight Line Depreciation per Year	20-Year Salvage Value	Single Payment Present Worth of 20-Year Salvage Value
8" Dia C900 Water Main	$1,440,000.00	40	$ 36,000.00	$ 720,000.00	$ 651,645.29
Fire Hydrant Assembly (Pipe, Hydrant, Riser, Valve, Etc)	$ 297,500.00	40	$ 7,437.50	$ 148,750.00	$ 134,628.11
8" and 6" Dia M.J. Gate Valve	$ 192,500.00	35	$ 5,500.00	$ 82,500.00	$ 74,667.69
6" Depth Compacted Class 6 Road Base	$ 17,760.00	20	$ 888.00	$ -	$ -
Curb Stop and Box	$ 155,000.00	20	$ 7,750.00	$ -	$ -
Total Single Payment Present Worth of 20-Year Salvage Value					**$ 860,941.09**

Notes:
1. Capital cost for some items are not included in salvage value calculations as these items are not salvagable after any period of time
2. Present value based on real federal discount rate from "Appendix C of OMB Circular A-94" of 0.5%.

APPENDIX L
CIRCULAR A-94 APPENDIX C

This is historical material "frozen in time". The website is no longer updated and links to external websites and some internal pages may not work.

Circular A-94 Appendix C

Revised November 2016

OMB Circular No. A-94

Click here for PDF assistance

DISCOUNT RATES FOR COST-EFFECTIVENESS, LEASE PURCHASE, AND RELATED ANALYSES

Effective Dates. This appendix is updated annually. This version of the appendix is valid for calendar year 2017. A copy of the updated appendix can be obtained in electronic form through the OMB home page at http://obamawhitehouse.archives.gov/omb/circulars_a094/a94_appx-c/. The text of the Circular is found at http://obamawhitehouse.archives.gov/omb/circulars_a094/, and a table of past years' rates is located at http://obamawhitehouse.archives.gov/sites/default/files/omb/assets/a94/dischist.pdf. Updates of the appendix are also available upon request from OMB's Office of Economic Policy (202-395-3316).

Nominal Discount Rates. A forecast of nominal or market interest rates for calendar year 2017 based on the economic assumptions for the 2018 Budget is presented below. These nominal rates are to be used for discounting nominal flows, which are often encountered in lease-purchase analysis.

Nominal Interest Rates on Treasury Notes and Bonds of Specified Maturities (in percent)

3-Year	5-Year	7-Year	10-Year	20-Year	30-Year
1.4	1.7	1.9	2.1	2.5	2.8

Real Discount Rates. A forecast of real interest rates from which the inflation premium has been removed and based on the economic assumptions from the 2018 Budget is presented below. These real rates are to be used for discounting constant-dollar flows, as is often required in cost-effectiveness analysis.

Real Interest Rates on Treasury Notes and Bonds of Specified Maturities (in percent)

3-Year	5-Year	7-Year	10-Year	20-Year	30-Year
-0.5	-0.3	0.0	0.1	0.5	0.7

Analyses of programs with terms different from those presented above may use a linear interpolation. For example, a four-year project can be evaluated with a rate equal to the average of the three-year and five-year rates. Programs with durations longer than 30 years may use the 30-year interest rate.

Other Documents

Text of OMB Circular No. A-94 in HTML or PDF (22 pages, 78 kb)

Table of Past Years Discount Rates from Appendix C of OMB Circular No. A-94 (2 pages, 23 kb)

Memorandum, 2017 Discount Rates for OMB Circular No. A-94 (2 pages, 764 kb)

APPENDIX M
ENFORCEMENT ORDER

COLORADO
Department of Public Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

April 17, 2017

Certified Mail Number: 7007 0220 001 0163 1350
Electronic Mail: starseedrenegade@outlook.com

PWSID# CO0126715
Susan Benson, Board President
Somerset Domestic Waterworks District
PO Box 549
Somerset, CO 81434

Service of Drinking Water Enforcement Order DW.04.17.126715

The Somerset Domestic Waterworks District (the "Supplier") is hereby issued the enclosed Enforcement Order (the "Order"). This Order is issued by the Colorado Department of Public Health and Environment, Water Quality Control Division (the "Department") pursuant to the authority given to the Department by sections 25- 1.5-203 and 25-1-114.1 of the Colorado Revised Statutes ("C.R.S."), and section 11.1(6)(c), 5 CCR 1002-11.

Please contact Emily Clark by phone at 303-692-3535 or via e-mail at emily.clark@state.co.us with any questions regarding the content of the Order.

Enclosure

cc: *Drinking Water Enforcement File DW.04.17.126715*

ec: Joanne Shymanski, Administrative Contact, jpshymanski@hotmail.com
Charles Sheldon, Operator, Charles.Sheldon@oxbow.com
Doug Smith, Oxbow Mining WW, Doug.Smith@oxbow.com
Carol Worrall, Gunnison Public Health Director, cworrall@gunnisoncounty.org
Eric McPhail, Gunnison Public Health, eric.mcphail@colostate.edu
Kathelene Brainich, EPA Region VIII, brainich.kathelene@epa.gov
Sean Scott, Division of Environmental Health and Sustainability, CDPHE

COLORADO

Department of Public Health & Environment

WATER QUALITY CONTROL DIVISION

ENFORCEMENT ORDER **NUMBER: DW.04.17.126715**

IN THE MATTER OF: **SOMERSET DOMESTIC WATERWORKS DISTRICT**
AS OWNER AND/OR OPERATOR OF
PUBLIC WATER SYSTEM IDENTIFICATION NUMBER: CO0126715
GUNNISON COUNTY, COLORADO

Pursuant to the authority vested in the Colorado Department of Public Health and Environment (the "Department") by sections 25-1-109 and 25-1.5-203 of the Colorado Revised Statutes ("C.R.S."), which authority is implemented through the Department's Water Quality Control Division (the "Division"), the Department hereby makes the following findings and issues the following Enforcement Order:

DRINKING WATER REGULATIONS

1. The Colorado Primary Drinking Water Regulations are published in the Code of Colorado Regulations at 5 CCR 1002-11 and are collectively referred to in this order as "Regulation 11."

2. The Water and Wastewater Facility Operators Certification Requirements, Regulation No. 100 is published in the Code of Colorado Regulations at 5 CCR 1003-2 and are referred to in this Order as "Regulation 100".

GENERAL FINDINGS

3. Somerset Domestic Waterworks District owns and/or operates a drinking water system, known as Somerset Domestic WD, located in the vicinity of Somerset, in Gunnision County, Colorado (the "System").

4. Somerset Domestic Waterworks District is a person as defined by section 11.3(54), Regulation 11.

5. Somerset Domestic Waterworks District is a supplier of water within the meaning of section 25-1.5-201(2), C.R.S., and its implementing regulation, section 11.3(80), Regulation 11. Hereafter, Somerset Domestic Waterworks District will be referred to as "the Supplier."

6. The System is a public water system as defined by section 25-1.5-201(1), C.R.S. and its implementing regulation, Regulation 11, section 11.3(60).

7. The Public Water System Identification Number ("PWSID") assigned to the System by the Department is PWSID #: CO0126715.

8. Pursuant to section 11.1(5), Regulation 11, the System is subject to the Colorado Primary Drinking Water Regulations (Regulation 11), which were adopted pursuant to section 25-1.5-203, C.R.S.

9. Pursuant to section 11.3(11), Regulation 11, if a system provides water for human consumption to at least 15 service connections used by year-round residents of the area served by the system and/or regularly serves at least 25 year-round residents it is classified as a "community water system." Department records establish that Somerset Domestic WD serves 100 residents and is therefore classified as a community water system.

10. The source of the water served by the System is groundwater under the direct influence of surface water as defined by section 11.3(37), Regulation 11. Pursuant to section 11.3(81), Regulation 11, groundwater found to be under the direct influence of surface water will be classified as surface water.

11. The System is a consecutive system as defined by 11.3(14), Regulation 11. The System receives all of its finished water from its wholesale system, Oxbow Mining Waterworks (PWSID: CO0126718).

12. It is the Department's understanding that the Supplier has a unique water supply agreement with Oxbow Mining Waterworks. The Supplier has partial ownership, but no current operational control, of the drinking water treatment plant located at Oxbow Mining Waterworks and is identified as part of the public water system waterworks associated with Oxbow Mining Waterworks. Additionally, the Supplier owns 9/10 shares of the water right to the infiltration gallery on the North Fork of the Gunnison River (WL 001) that is treated at Treatment Facility 003. The remainder of the waterworks (piping, storage tanks, etc.) located at Oxbow Mining Waterworks property are owned by Oxbow Mining Waterworks. The Supplier has informed the Department that it has a contractual agreement with Oxbow Mining Waterworks that Oxbow Mining Waterworks will provide operation of the treatment plant and sell water to the Supplier until the mine is decommissioned, at which point, the Supplier will operate the treatment plant and sell water to Oxbow Mining Waterworks. The Department was informed by Oxbow Mining Waterworks that the mine was decommissioned on approximately December 15, 2015. According to Department records, as of the date of this Order, Oxbow Mining Waterworks is still operating the treatment plant and selling water to the Supplier.

13. The Supplier and Oxbow Mining Waterworks have engaged in numerous coaching and training meetings with the Department's Local Assistance Unit.

    a. On November 9, 2015, the Local Assistance Unit conducted an in-person meeting with the Supplier and Oxbow Mining Waterworks regarding operational strategies to lower the disinfection byproduct levels in finished drinking water.

    b. On November 19, 2015, the Department held a follow-up conference call meeting with the Supplier, Oxbow Mining Waterworks and the Department's Local Assistance Unit and Compliance Assurance Section to discuss water quality and the contractual agreement between the Supplier and Oxbow Mining Waterworks.

    c. In May 2016, the Supplier's contract operator attended an in-person meeting, and the Supplier's board president had numerous phone consultations with the Department's Local Assistance Unit regarding roles and responsibilities.

d. On August 16 & 17, 2016, the Local Assistance Unit provided a sanitary survey preparation training and an in-person meeting with the contract operator to discuss sample collection and operational strategies to lower the disinfection byproducts.

e. On September 22, 2016, the Local Assistance Unit and Compliance Assurance Section met with the Supplier in-person to discuss the disinfection byproducts operational evaluation level report and the Department's Pursuing Excellence grant opportunity.

f. On March 21, 2017, the Local Assistance Unit met separately with the Supplier and Oxbow Mining Waterworks to review past coaching topics and discuss possible alternatives for sustainable compliance with the disinfection byproducts maximum contamination level (MCL).

14. The Department is aware that, in addition to engaging in the Department's coaching assistance, the Supplier and Oxbow Mining Waterworks have conducted several corrective actions in an effort to decrease disinfection byproduct levels in the finished drinking water.

    a. In July 2016, Oxbow Mining Waterworks hired CW Divers to clean and inspect the finished water distribution system tank and implemented a chlorine residual management strategy at the treatment plant.

    b. On August 1, 2016, in order to better facilitate coordination of water treatment, storage and water age, the Supplier contracted with a distribution system operator who is also delegated treatment operations responsibility at Oxbow Mining Waterworks.

    c. On August 16, 2016, the operator for the Supplier and Oxbow Mining Waterworks cleaned debris from the water supply intake area.

    d. On June 9, 2016, October 12, 2016 and March 20, 2017, the Supplier completed Operational Evaluation Reports as required after an operational evaluation level greater than 0.080 g/L for total trihalomethanes ("TTHM"), per section 11.25(e), Regulation 11.

15. On December 27, 2016, an operational sample for total trihalomethanes was collected from Oxbow Mining Waterwork's finished water storage tank facility (ST 007) prior to the consecutive connection to the Supplier that had levels reported at 0.181 mg/L. This indicates total trihalomethanes are forming at levels exceeding the maximum contaminant level of 0.080 mg/L prior to entrance the Supplier's distribution system.

16. On April 7, 2017, Oxbow Mining Waterworks and the Supplier's distribution operator in responsible charge communicated to the Department in a phone call that Oxbow Mining Waterworks has decreased water levels in the finished water storage tank facility to reduce residence time and also intended to clean and inspect the raw storage tank facility (ST 002) in an effort to reduce formation of total trihalomethanes and that additional operational sampling would be collected to evaluate the result of these actions.

VIOLATIONS

I. Exceedances of the Maximum Contaminant Levels for Total Trihalomethanes – *5 Violations*

1. Pursuant to section 11.45(6), Regulation 11, Table 11.45-VII, the maximum contaminant level of 0.080 mg/L for total trihalomethanes ("TTHM") is applicable to all community and non-transient, non-community water systems.

2. Pursuant to section 11.25(1)(c)(iv), Regulation 11, the Supplier must monitor for TTHM and haloacetic acids (five) (HAA5) at the following frequency and locations:

Source Type	Population Supplied	Sampling Frequency	Number of Sampling Locations and Sample Type
Surface Water	Less than 500	Annually	1 individual sample for TTHM collected at the sampling location with highest TTHM concentration and 1 individual sample for HAA5 collected at the sampling location with the highest HAA5 concentration; or 1 dual sample set if the highest TTHM and HAA5 concentrations occur at the same sampling location and in the same month.

3. Pursuant to section 11.25(1)(c)(ix), Regulation 11, if the Supplier is sampling at an annual or less frequent sampling frequency and any individual TTHM sample result is greater than 0.080 mg/L or any individual HAA5 sample result is greater than 0.060 mg/L, the supplier must increase the sampling to dual sample sets collected quarterly at all sampling locations.

4. In a letter dated September 23, 2015, the Department increased the Supplier's TTHM and HAA5 monitoring to quarterly as a result of its August 20, 2015 TTHM sample result of 0.203 mg/L.

5. Pursuant to section 11.25(1)(f)(i), Regulation 11, if the Supplier samples on a quarterly frequency, maximum contamination level (MCL) compliance is based on the locational running annual average as defined section 11.3(42), Regulation 11.

6. Pursuant to section 11.25(1)(i)(i), Regulation 11, the Supplier must submit to the Department all sample results or test measurements for TTHM and HAA5 no later than the 10th of the month following the end of each quarter in which the sample(s) were collected.

7. The following table documents the TTHM monitoring data submitted to the Department from the Supplier for the System from August 20, 2015 to February 7, 2017, and includes the Locational Running Annual Average (LRAA):

DBP001 HWY 133 TTHM Results			
Compliance Quarter	**Sample Date**	**Result (mg/L)**	**LRAA (mg/L)**
3rd Quarter 2015	8/20/2015	0.203	-
	9/17/2015	0.119	
4th Quarter 2015	10/21/2015	0.0906	-
1st Quarter 2016	2/1/2016	0.121	0.093
2nd Quarter 2016	5/25/2016	0.120	0.123

3rd Quarter 2016	8/8/2016	0.0699	0.100
4th Quarter 2016	11/1/2016	0.182	0.127
	11/21/2016	0.212	
1st Quarter 2017	2/7/2017	0.153	0.135

8. Pursuant to section 11.25(1)(g), Regulation 11, the following constitute a TTHM MCL violation:

    a. The LRAA at any sampling location is greater than the MCL for TTHM.

    b. The LRAA, calculated before four consecutive quarters of samples have been collected at a sampling location, is greater than the MCL for TTHM regardless of the subsequent sample results.

9. Department records establish that the Supplier exceeded the maximum contaminant level for TTHM during the first, second, third and fourth quarters of 2016, and first quarter of 2017 compliance periods.

10. The Supplier's failure to comply with the maximum contaminant level for TTHM constitute violations of section 11.45(6), Regulation 11, Table 11.45-VII.

COMPLIANCE REQUIREMENTS

17. Department approval of plans and specifications (complete design) - Pursuant to section 11.4(1), Regulation 11, for all public water systems, the Supplier must not begin construction of any new waterworks, make improvements to or modify existing waterworks, or begin using a new source until the supplier submits and receives Department approval of plans and specifications for such construction, improvements, modifications, or use. A Professional Engineer registered in the State of Colorado shall design all treatment systems serving a community water supply. The Department shall grant approval upon finding that the proposed facilities are in substantial conformance with the design criteria specified in Policy DW-005, State of Colorado Design Criteria for Potable Water Systems. Information regarding design review requirements is available on the department's web page at

    https://www.colorado.gov/pacific/sites/default/files/engineeringcontactlist.pdf

18. Improvements or modifications to waterworks may impact the minimum required operator certification level for the Supplier's system. Pursuant to sections 100.1.2 and 100.9.1(a), Regulation 100, the Supplier's treatment and distribution systems must be under the supervision of a certified operator who holds a certification level in a class equal to or greater than the class of the facility or system. Pursuant to section 100.9.4, Regulation 100, within 30 calendar days of changes to information for its certified operator in responsible charge, the Supplier is required to submit written notification to the Department.

Based upon the foregoing factual and legal determinations and pursuant to section 11.1(6)(c), Regulation 11, the Supplier is hereby ordered to:

19. Immediately comply with Regulation 11, 5 CCR 1002-11.

Further, the Department hereby orders the Supplier to comply with the following specific terms and conditions of this Enforcement Order.

20. In order to achieve long-term compliance with the Regulations, specifically including the TTHM maximum contamination level for public water supplies, the supplier shall evaluate and alter or upgrade, as needed, the System's water sources and/or treatment processes in accordance with the following:

    a. Perform an engineering evaluation and prepare an engineering report in accordance with the following:

        i. All work must be performed by a qualified water professional (e.g. a certified water operator) and must be reviewed for completeness by a professional engineer experienced in drinking water treatment.

        ii. Perform an engineering evaluation of the Supplier's existing water sources and treatment processes and identify treatment and/or operational improvements and/or alternate water sources that will enable the Supplier to maintain compliance with the TTHM maximum contamination level.

            1. The Department encourages the Supplier to inform Oxbow Mining Waterworks of the engineering evaluation.

        iii. Prepare the engineering evaluation report that includes the following:

            1. A summary of the activities undertaken in performing the engineering evaluation work.

            2. Detailed analysis of reasonable alternatives that were considered. This must include capital, operational and maintenance costs and a summary of the advantages and disadvantages for each.

                a. The Department encourages the Supplier to engage with Oxbow Mining Waterworks in the analysis of reasonable alternatives.

            3. Identification of the selected alternative with supporting justification.

            4. The Supplier's planned funding source(s) for the selected alternative. The Department encourages the Supplier to engage with Oxbow Mining Waterworks in the identification of funding source(s).

            5. A proposed schedule for Supplier's implementation of the selected alternative. At a minimum, the schedule must include, but is not limited to the following:

                a. If Supplier intends to submit applications for grants and/or loans funding, the date(s) by which Supplier will submit applications for each funding source and the date(s) by which the Supplier will have full funding package in place.

b. If the Department review of design plans and specifications is required for proposed facility and/or operational improvements, pursuant to section 11.4, Regulation 11, the date of submittal of the design plans and specifications for the Supplier's improvements for Department review and approval in accordance with the *State of Colorado criteria for Potable Water Systems.*

    i. If the Department provides comments on design submittals, the Supplier will have thirty (30) calendar days to resolve those comments and respond to the Department in writing.

c. The date by which the Supplier will begin construction and/or implementation of the System improvements.

d. The date by which the Supplier will complete construction and/or implementation of the System improvements.

b. **By October 1, 2017**, submit the engineering evaluation report to the Department for review and decision regarding adequacy.

    i. If the Department provides comments on the report, the Supplier must provide a written response within thirty (30) calendar days that addresses all comments.

    ii. Upon the Department's written approval of the Supplier's selected alternative and implementation schedule, all associated activities and schedule milestones shall become conditions of this Order.

    iii. If the Supplier does not submit an adequate proposed implementation schedule and/or does not fully address Department comments, the Department shall impose alternative activities and/or an alternative implementation schedule that shall become conditions of this Order.

21. If design plans and specifications are submitted for Department review and approval, submit a completed *As Approved Certification Form* within fourteen (14) calendar days of completion/implementation of the System improvements certifying that the System improvements, to comply with the TTHM maximum contamination level, were constructed/installed as approved by the Department. This form is available at:

    https://www.colorado.gov/pacific/cdphe/wq-facility-design-and-approval-forms

22. The Supplier shall submit written progress reports to the Department in accordance with the following:

    a. **Beginning June 5, 2017**, and continuing quarterly for the duration of this Order, the reports shall be submitted by the 5th day of the third month of each calendar quarter. (e.g. The second report is due September 5, 2017, third report is due December 5, 2017, etc.).

    b. Each report shall clearly indicate the Supplier's compliance status with the Order and shall include a description of activities that the Supplier will be undertaking in the upcoming quarter to meet the Order requirements.

23. **Within fourteen (14) calendar days** of its full completion of all requirements of this Order, the Supplier shall submit a written Notice of Completion to the Department.

    a. If the Department determines that the Supplier has not satisfactorily completed the requirements in the Order, the Department will reject the Notice of Completion in writing. If the Department rejects the Notice of Completion, it will include in its notice a statement identifying the requirements that the Department considers incomplete or not satisfactorily performed and a schedule for completion.

    b. If the Supplier wishes to dispute the Department's rejection of its Notice of Completion, it shall, within fifteen (15) calendar days of receipt of the Department's rejection, submit a written statement as to its belief of full compliance, addressing in detail all outstanding requirements that were identified in the rejection letter issued by the Department.

24. Within thirty (30) calendar days after receipt of this Order, if it has not already done so, the Supplier shall issue a public notice in accordance with section 11.33, Regulation 11, for each violation identified in this Order and continue to perform public notice as advised by the Department's Compliance Assurance Section. Within ten (10) calendar days of completion of each required public notification, the Supplier shall submit to the Department, along with the mandatory certification, a representative copy of each type of notice distributed, published, posted, and/or made available to the persons served by the system and/or to the media.

    Additional guidance for proper public notification can be viewed at the following internet site at the forms link at the bottom of the page: www.colorado.gov/cdphe/wqforms

SUBMITTALS

25. All documents, plans, records, reports and replies required to be submitted under this Order shall be submitted by the Supplier to the Department in accordance with one (1) of the following:

Electronically – via the Drinking Water Portal

- Files submitted electronically under this Order must be in PDF format.
- Files are submitted using the Department's Drinking Water Portal Drinking Water Portal.
- The Portal is an easy-to-use, online way for water systems and laboratories to submit drinking water compliance data, reports and other information.
- First-time users must create an account. The Portal is located at http://wqcdcompliance.com/login.
- For more information about the Portal, visit our web page at https://www.colorado.gov/pacific/sites/default/files/DW_Portal_Handout_July2015.pdf

By Mail or Fax

Colorado Department of Public Health and Environment
Water Quality Control Division / WQCD-B2-CAS
Drinking Water Compliance Assurance Section Attention: Emily Clark
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530
Fax: (303) 758-1398

(For any facsimile transmittals, please include a cover sheet addressed to Emily Clark.)

26. All documents submitted under this Order shall use the same titles as stated in the Order and shall reference both the Order number and the paragraph number pursuant to which the document is required.

27. All reports, notices, summaries, and certifications required to be submitted to the Department by the public water system must bear the original signature of the owner or the owner's authorized representative.

POTENTIAL ADMINISTRATIVE/CIVIL AND CRIMINAL PENALTIES

28. You are also advised, pursuant to section 25-1-114.1, C.R.S., that violators of the Regulations or final Enforcement Orders issued by the Department are subject to civil or administrative penalties of up to one thousand dollars ($1,000) per violation per day, to be imposed by the Department or a State District Court. Further, pursuant to section 25-1-114(4), C.R.S., any person, association, or corporation, or the officers thereof, who violates, disobeys, or disregards any provision of the Regulations or an Enforcement Order is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars ($1,000), or by imprisonment in the county jail for not more than one (1) year, or by both such fine and imprisonment and, in addition to such fine and imprisonment, shall be liable for any expense incurred by health authorities in removing any nuisance, source of filth, or cause of sickness. By virtue of issuing this Enforcement Order, the Department has not waived its right to bring an action for administrative, civil or criminal penalties and may bring such action in the future.

29. In the event that complete and timely compliance with all of the terms and conditions outlined herein is not achieved by the Supplier, the Department reserves, in addition to any other remedies allowed by law, its right under section 25-1-114(4), C.R.S., to pursue an action for additional penalties.

REQUEST FOR HEARING OR APPEAL

30. Pursuant to section 11.1(6)(c)(iv), Regulation 11, a recipient of an Enforcement Order may request a hearing contesting such order. Requests for such a hearing shall be filed in writing with the Department within thirty (30) calendar days after service of the order. Such requests, at a minimum, shall contain the information specified in section 11.1(6)(c)(iv), Regulation 11 and section 21.4(B)(2), 5 CCR 1002-21. Hearings on Enforcement Orders shall be held in accordance with applicable provisions of the State Administrative Procedure Act, Article 4 of Title 24, C.R.S. and the procedural rules promulgated in 5 CCR 1002-21.

ADDITIONAL ACTION

31. You are further advised that under section 25-1-114.1(1), C.R.S., the Department may institute a civil action against any person who violates a final Enforcement Order of the Department issued for violation of any minimum general sanitary standard or regulation adopted pursuant to section 25-1.5-203, C.R.S.

32. Additionally, the Department may request the Attorney General to seek a temporary restraining order or permanent injunction to prevent or abate any violation of a minimum general sanitary standard or regulation adopted pursuant to section 25-1.5-203, C.R.S. Further information concerning the aforementioned action is contained in section 25-1-114.1(3), C.R.S.

FOR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

_____

Nicole Graziano, P.E., Section Manager
Drinking Water Compliance Assurance Section
Water Quality Control Division

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Request for Funding; CSU Extension; $6,000

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Please see the attached request for $6,000 to be used for the purchase of a second Vence Virtual Fencing Base Station.

Fiscal Impact: 6,000

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/13/2024

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: 12/13/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 12/17/2024

Revised April 2015

The Gunnison County CSU Extension Office would like to request $6000 to purchase a second Vence Virtual Fencing Base Station. The Office intends to use $4000 from our operating budget to complete the purchase. Please see attachment A for a quote for the tower.

The Extension Office has now completed three successful summers of virtual fencing trials, using the one tower the Extension Office currently owns. The trials have allowed local producers to test the system and explore if virtual fencing is right for their operation. To date, our trials have directly involved two producers, but these producers have connected with many more. We are seeing increased demand and interest in trying the system.

An additional base station can greatly increase the amount of coverage our trials have – allowing for either additional producers to explore the system, or better coverage on the existing trial. We have had to turn away prospective producers because the terrain of their grazing allotment was not conducive to one tower. Attachment A shows expected coverage from base station locations used for our 2024 summer trial and shows the difference between one and two towers.

The base station communicates with the cow's collars using LoRaWAN technology. These base stations can generally cover a large area – Vence estimates in the tens of thousands of acres, however, our extreme topography can limit this, similarly to the cell service in our area. Base stations work to provide coverage by sending and receiving data via a radio type network but only one station can leave lots of gaps with terrain challenges – leading to more errors with the system and issues with cattle handling. A second base station can fill in the gaps with more rugged terrain.

In 2024, we hosted a virtual fencing intern. This internship was fully funded by CSU and allowed a local student to complete an internship in his field of study. The intern worked with the local producer completing the Gunnison trial and additionally met with producers across Colorado totaling four counties and six towns.

The first goal of the internship was to gain knowledge of the Vence Virtual Fence system. This included learning how the system works, management of the cattle using the system, how to use the interface, and gaining some practical experience in successfully using virtual fencing.

The second goal of the internship included visiting and working with cattle producers in nearby counties who are currently using virtual fencing. The intern visited and interviewed the

producers about their use of the system, how much time investment it takes to manage the system, and problems that have arisen. Please see attached report, Attachment C, for more information.

The Extension office has applied for a CSU Extension Internship for the summer of 2025. If awarded, the goals of the internship are to evaluate the use of virtual fencing on public lands from a public land manager perspective. The intern will interview public land managers (i.e., natural resource and rangeland management staff from the Bureau of Land Management and US Forest Service) on barriers and opportunities for adoption of virtual fence they see within their agencies.

By interviewing public lands managers in multiple counties, we expect the results of the project will be applicable to cattle production systems across the Western Slope of Colorado.

Objectives are: 1.) Explore the practical issues associated with a new fencing technology from a public land management perspective 2.) Determine what barriers (physical, policy, logistical, financial) and opportunities that exist with using the technology on public lands.

Purchasing an additional base station will allow the Extension Office to offer these trials to either additional participants or make the trials available for a wider range of producers. We have had issues finding appropriate terrain for one base station to be successful – and a second base station can offer relief to these issues. We are excited to continue to provide opportunities for local producers to test new technologies, and an additional tower will only add to this opportunity. Thank you for your consideration and continued support of our office.

Attachment A

Sender:

John Abizaid
Business Development
john.abizaid@vence.io
+1 (603) 770-8599

Quote

Quote Created: 11-26-2024
Deal ID: 29594120270

Customer:

GVCSU-Gunnison-Valley-Colorado-State-University-CO
Hannah Kersting
hannah.kersting@colostate.edu
9702754026

Products & Services	Price	QTY	Subtotal
Solar Base Station - Self Install	$9,999.95	1	$9,999.95
			$9,999.95

Total **$9,999.95**

Plus Applicable Taxes

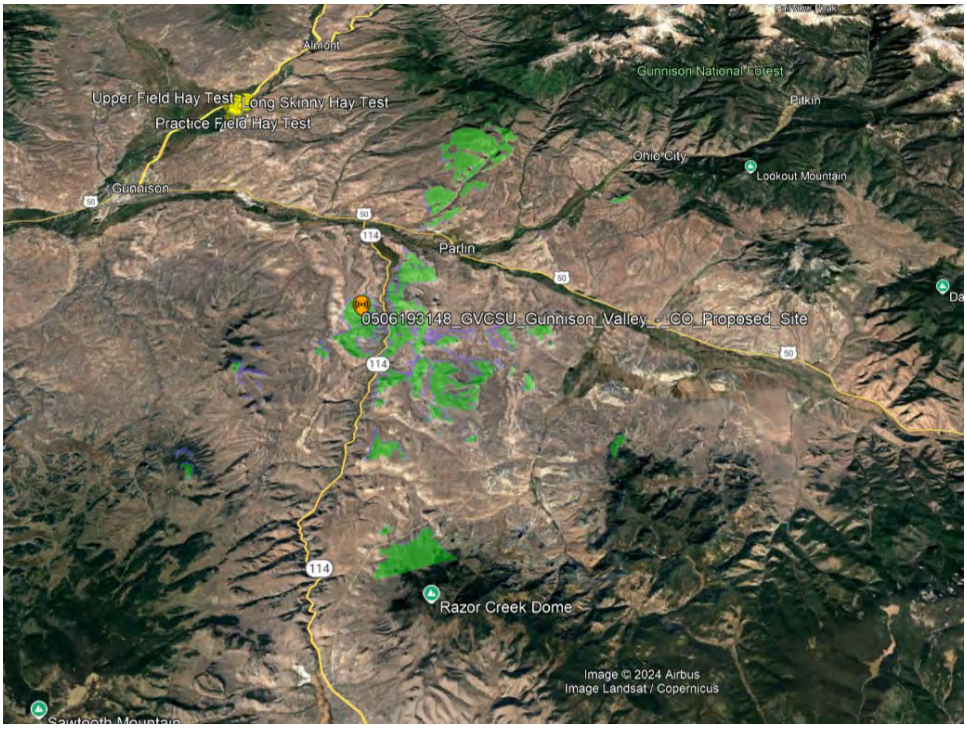
Payment Terms: Net-30

Comments:

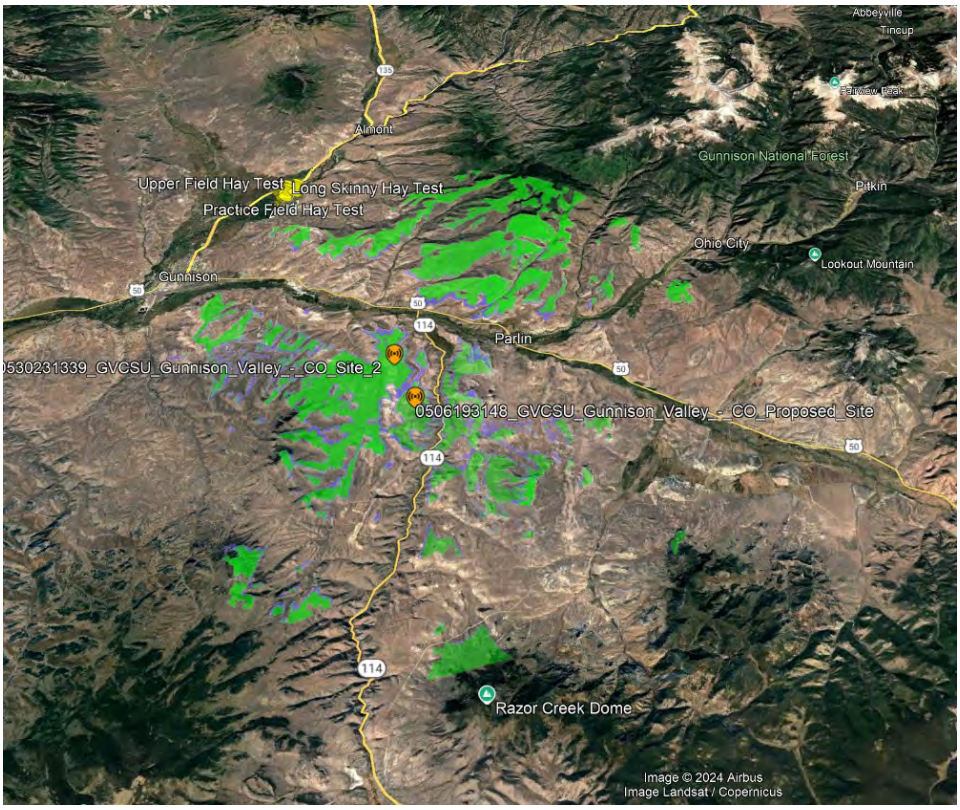
Please Note: Base Stations are billed upon completed delivery of materials. Collars are billed upon the Annual Billing Date as stated above. For more details, see Fee Policy.

Annual Billing Date: Collar subscription will renew annually and be billed upon this date. This field will be left blank for Base Station Only orders.

Attachment B



Expected Coverage with One Base Station – Courtesy of Vence



Expected Coverage with Two Base Stations - Courtesy of Vence

Attachment C

COLORADO STATE UNIVERSITY EXTENSION

TRUE COSTS OF VIRTUAL FENCING GUNNISON COUNTY

Kaden Robbins

Project Mentors:
Hannah Cranor-Kersting
Retta Bruegger
Franklyn Garry
John Ritten
Robin Young

PROJECT INTRODUCTION

Virtual fencing technology is a new management tool increasingly being implemented in cattle ranches across Colorado. The technology is equipped with a tracking system that allows ranchers to locate their cattle while also keeping cattle virtually contained within a desired area when functioning properly. The alternative is traditional hard fences used by the majority of ranchers involved in beef production. These fences require yearly maintenance which demands an abundance of time and materials. Virtual fencing isn't cheap either and introduces distinctive issues and labor requirements.

When comparing the costs of these two forms of fencing there are countless variables to consider aside from their face value costs. Some of the variables to consider are the producer's time, land health, and overall sustainability of the operation.

PROJECT GOALS

Goals for the Internship

The goal for this internship was to reach an honest conclusion about the costs of virtual fencing technology as seen through the eyes of Colorado producers. An understanding of how the costs of these two forms of fencing compare makes it easier for producers to decide whether or not such a change is necessary and feasible for their operation.

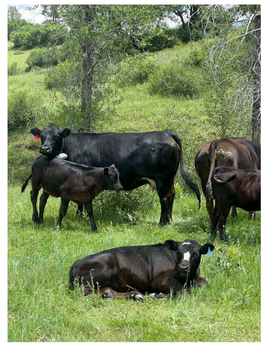
Goals as a Student

My goal as a student of agricultural science was to expand my understanding of new technology and equip myself for an ever-evolving industry. I hoped to achieve this by talking with producers and building relationships that could broaden my knowledge, so I could later communicate my findings to those unable to conduct the necessary research.

HOW THIS APPLIES TO MY EDUCATION

My fondest memories growing up are those associated with our family's ranch and the lessons I learned caring for the land and animals. I knew I wanted to dedicate myself to our ranch, however, this dream expanded to include the entirety of the agricultural industry. This goal led me to CSU to pursue an education in agricultural science with a focus on agricultural business. While attending CSU I was eager to work with producers and learn more about the future of the industry. This internship focused on my area of study while also fulfilling my desire to help producers.

MY RESEARCH EXPERIENCE



Secondary Research

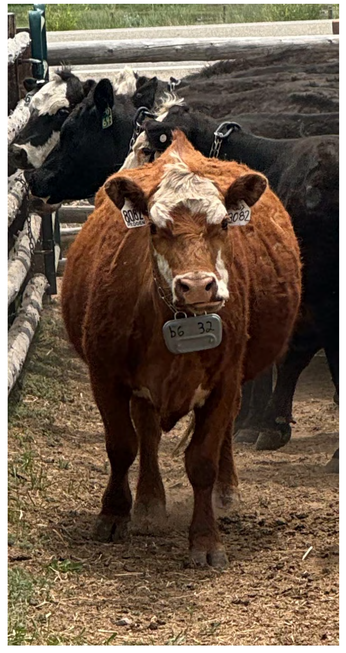
My main job when researching the true costs of virtual fencing was to meet with producers in various parts of Colorado totaling 4 counties and 6 towns. While meeting with these producers I was privileged to get a glimpse at how their cattle are managed with the system.

Primary Research

Another portion of my research included working closely with the Reddens, a ranching family in Gunnison County, who were new to the system. To make myself most useful I learned the computer side of things as best I could, and closely studied the range both in person and virtually. My time spent managing the Reddens heard via virtual fencing technology gave me an unmediated experience of both the benefits and costs associated with this management tool.







PROJECT FINDINGS

This is a new era of management

- More time and labor in the spring to collar cattle.
- Requires pre-planning before moving cattle while collared.
- Continuous learning of the online platform is required.

The technology is still improving

- Hard fences are still a necessity.
- Batteries need to be replaced every year.
- There is no mobile form of the online management system.

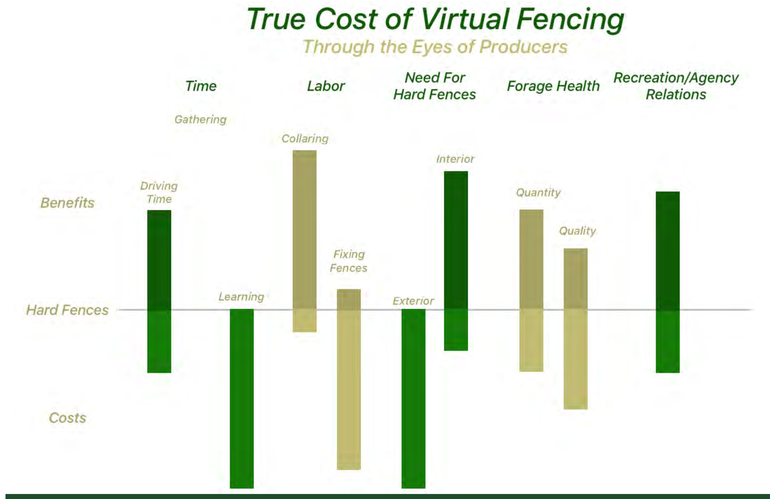
Modern conditions require outside funds

- The vast majority of ranchers would not be using this technology if they didn't have help from grants and the NRCS.
- Those without help see it as a temporary tool.

The future is bright for VF technology

- Allows for a more in-depth analysis of cattle grazing habits.
- Increases precision when grazing cattle.
- Can prevent death by poison.
- Significantly decreases time when gathering and locating cattle.

Table 1. Producers' Experiences with Virtual Fencing



NEXT STEPS

With the agricultural industry constantly changing it is important for producers to always be looking for technology that can improve their operation. Virtual fencing is a promising management tool that should be further developed. In the mountains of Colorado, virtual fencing is not an easy sell; however, once the technology is more widely available and costs decrease this tool will be implemented on most ranches.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution Repealing Resolution No: 2021-28 and Ad

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: NA

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

Summary:

Formal adoption of Emergency Operations Plan

Fiscal Impact: NA

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
Legally sufficient. SO 12/12/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/12/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

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

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 10

Agenda Date: 12/17/2024

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 2024-_____

A RESOLUTION REPEALING RESOLUTION NO: 2021-28 AND ADOPTING THE 2024 GUNNISON COUNTY, COLORADO EMERGENCY OPERATIONS PLAN

WHEREAS, in the best interest of public health, safety and welfare of the citizens and visitors of Gunnison County, Colorado, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") adopted an emergency operations plan through Resolution No: 2021-28, *A Resolution Adopting the Gunnison County Emergency Operations Plan;* and

WHEREAS, in order to address current operations, the emergency operations plan adopted in 2021 has been amended and updated and a new emergency operations plan has been drafted which is titled: *Gunnison County, Colorado Emergency Operations Plan,* dated Dec 17, 2024 *("2024 Emergency Operations Plan");* and

WHEREAS, the *2024 Emergency Operations Plan* provides general guidelines and principles for managing and coordinating the overall response and recovery activities before, during and after major emergencies and disasters that affect unincorporated areas of Gunnison County, including incorporated areas of Gunnison County which have agreements with and/or rely on Gunnison County for the provision of emergency management assistance; and

WHEREAS, the *2024 Emergency Operations Plan* also provides clarification and guidance on the National Incident Management System, concept of operations, designated roles and responsibilities, continuity of government and plan maintenance, training and exercises; and

WHEREAS, to more specifically address emergency support functions and operations, define types of disasters and the appropriate response procedures, and to identify other emergency support resources, there are annexes associated with and incorporated within the *2024 Emergency Operations Plan.* The annexes may be updated independently of the *2024 Emergency Operations Plan* in order to reflect changes in information, procedure and techniques; and

WHEREAS, the personnel, departments, agencies and other entities that have designated roles and responsibilities identified in the *2024 Emergency Operations Plan* have accepted or, it is reasonable to anticipate, will accept said roles and responsibilities in Section 8 of the *2024 Emergency Operations Plan* titled *Organization and Assignment of Roles and Responsibilities;* and

WHEREAS, the *2024 Emergency Operations Plan,* would be implemented in conjunction with Resolution 2008-15, *A Resolution Establishing Gunnison County Emergency and Disaster Management and Procedures* which has been recently amended through Resolution No: 2024-20, *A Resolution Amending Gunnison County Emergency and Disaster Management and Procedures;* and

WHEREAS, the Board has reviewed the *2024 Emergency Operations Plan* and believes that it is a crucial and necessary guidance tool for emergency management and it is in the best interest of public health, safety and welfare of the citizens of Gunnison County, Colorado that is be utilized;

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

1. Resolution No: 2021-28, *A Resolution Adopting the Gunnison County Emergency Operations Plan* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on December 8, 2021, shall be and hereby is repealed; and

2. The *"Gunnison County, Colorado Emergency Operations Plan",* dated December 17, 2024, with associated annexes as they may be amended, shall be and hereby is adopted as the primary guidance tool for emergency management for Gunnison County, Colorado as of the date of execution of this resolution.

INTRODUCED by Commissioner_____, seconded by Commissioner _____, and adopted this ___ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Elizabeth Smith, Commissioner

By _____
Laura Puckett-Daniels, Commissioner

ATTEST [seal]:

_____
Deputy County Clerk

Gunnison County, Colorado

Emergency Operations Plan



Adopted by the Gunnison County Board of County Commissioners:
December 17, 2024

GUNNISON
COUNTY

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It should be noted that this is the Base Emergency Operations Plan. There are numerous supporting annexes and stand-alone supporting plans which are critical to the functionality of this Base Plan.

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Section 1: Promulgation

Please see the Gunnison County Emergency Operations Plan (EOP). This plan supersedes the previously issued Gunnison County EOP (dated 12/07/2021) and provides a flexible framework for emergency operations in the County. This plan is effective once reviewed, adopted, and signed by the Gunnison County Board of County Commissioners (BoCC).

The EOP, including all associated annexes and appendices, provides a comprehensive framework for system-wide emergency management. It addresses the roles and responsibilities of emergency management and response agencies in Gunnison County, as well as partner agencies, and provides a link to federal, state, local, territorial, tribal, and private organizations and resources that may be called upon to assist and participate in response to incidents that occur throughout the County.

The EOP has been developed taking into consideration recognized State and Federal guidance that includes: Federal Emergency Management Agency (FEMA) Target Capabilities List; FEMA Core Capabilities; National Preparedness Framework; National Incident Management System (NIMS) FEMA's Comprehensive Preparedness Guide (CPG) 101; FEMA CPG 201; Colorado Emergency Management Program Guide; and relevant laws and authorities pertinent to emergency management.

The EOP is designed to minimize the disruption of each agency's mission by establishing a system of collaboration during times of crisis. To meet this goal, it is imperative that all County, partner, and stakeholder agencies and their personnel prepare, train, exercise, equip, and execute their required roles and responsibilities in accordance with this EOP.

Signed this 17th day of December, 2024

_____

Jonathan Houck, Chair

Gunnison County Board of County Commissioners

Section 2: Plan Introduction, Applicability, Authority, and Signatures

2.1: Introduction

The Gunnison County Emergency Operations Plan (EOP) is designed with several goals in mind, the end result of which is to make Gunnison County safer and more resilient for our citizens, visitors, county staff and emergency services personnel. This is accomplished by developing a plan which provides a flexible blueprint for overall coordination of all-hazard, major emergencies. This EOP unifies County departments and community partners in a common goal to mitigate against, prepare for, respond to, and recover from the threats and hazards that pose a risk to Gunnison County.

This EOP includes information for the preparation, response, recovery, and mitigation for an all-hazards approach to emergency management. Additional hazard-specific or supporting plans are referenced throughout with the EOP. This EOP also includes information relating to the County's hazard and risk assessment and capability assessment. It is important to note these plans may be updated independently of the EOP and may be in a working or draft form. Additional plans and partnerships that collaborate with the EOP include:

1. Evacuation and Sheltering – Identifies Red Cross approved shelters, their location, amenities and contact info. This plan also provides guidance on types of evacuation options.
2. Public Alert, Warning, and Notification – Ensures provision of accurate and timely public alerts and warnings. This Plan reviews who is authorized to send messages, message content guidelines, and different alert and warning systems/contacts.
3. Resource Mobilization (Process and Resource Lists) – Describes the process for coordinated, effective and efficient resource ordering of local, mutual-aid, state and federal resources during incidents. This includes single point ordering, tracking, financial accountability, and timely acquisition of requested resource.
4. Donation & Volunteer Management – Describes the responsibilities of both donation and volunteer management and planning considerations for each.
5. Rapid Needs Assessment – Describes what a Rapid Needs Assessment is and what it accomplishes. It provides forms and maps needed to accomplish a Rapid Needs Assessment.
6. Recovery - The Gunnison County Disaster Recovery Plan provides an overview of how Gunnison County as an organization will prepare for and coordinate recovery from a disaster in collaboration with partner jurisdictions and agencies, utilizing the "Whole Community" planning approach.
7. Re-Entry - The purpose of this plan is to provide for the safe and efficient re-entry of residents into the area of an incident. This document outlines the process to evaluate and assess the immediate human and animal needs prior to and during the re-entry phase of an incident.
8. Damage Assessment – Describes who conducts damage assessments and the major components of a damage assessment.
9. Debris Management – Describes how large amounts of debris post-disaster may be cleared and disposed of.
10. Mutual Aid Agreement Binder – Contains all mutual aid agreements Gunnison County is a part of in relation to emergency management, as well as mutual aid agreements amongst other agencies.

11. Gunnison Regional Communications Center Field User Guide – Describes day to day operations for users of radios in the Gunnison County Regional Communications Center service area.
12. West Region Tactical Interoperable Communications Plan – Describes radio communications between West Region counties to include Gunnison, Delta, Hinsdale, Montrose, Ouray, and San Miguel counties.
13. Hazard Mitigation Plan – Identifies the County's threats, hazards, and vulnerabilities and a strategy and actions to reduce or eliminate the long-term risks to these hazards in the County.
14. Colorado Emergency Preparedness Assessment – Identifies the threats and hazards in the County, and the County's capabilities to respond to these threats based on FEMA's 32 core capabilities.
15. All jurisdictions, organizations, agencies, and special districts in Gunnison County are encouraged to develop and maintain Continuity of Operations Plans (COOP) as defined in the National Incident Management System (NIMS) and the National Response Framework (NRF).
16. Gunnison County Community Wildfire Protection Plan (CWPP) – The CWPP defines Gunnison County's risk to wildfire by identifying areas wildfire is likely to occur and at what severity, as well as community values at risk, as defined by County stakeholders and public input. The plan then identifies priority areas for potential wildfire mitigation projects based on the identified risk and costs to mitigate.
17. EOP Annexes – A number of annexes support the EOP, to include ESF checklists, EOC guides and job aids, hazard-specific annexes, and disaster related documents (BoCC Guide, Disaster Resolutions, Declaration and Delegation Templates, etc.). These annexes are updated independently of the EOP and do not require BoCC adoption. Some may be in a working or draft form.

2.2: Applicability

This plan supersedes the previous issued Gunnison County EOP, dated 12/7/2021, and is effective as of 12/17/2024 signed by BoCC via resolution # xxxx. The EOP, including all associated annexes and appendices, provides a comprehensive framework for systemwide emergency management. It addresses the roles and responsibilities of agencies within Gunnison County, as well as partner agencies, and provides a link to federal, state, local, territorial, tribal, and private organizations and resources that may be called upon to assist and participate in response to incidents that occur throughout the locations that may default to this EOP aligned with Colo. Rev. Stat. § 24-33.5-707.

2.3: Authority

The EOP, including all associated annexes and appendices, is considered a living document and shall be continuously updated and revised to reflect lessons learned during incident responses and planned exercises. Recipients are requested to advise the Gunnison County Director of Emergency Management of any changes that might result in improving the EOP. The Director of Emergency Management has the authority to accept or reject changes to the EOP without a senior official's signature, and may defer this authority to designated individuals, such as the Deputy Emergency Manager. See Section 15: Plan Development and Maintenance for more detail on plan development, maintenance, and updates.

2.4: Signatures

This document shall be known as the Gunnison County Emergency Operations Plan. The Gunnison County Emergency Operations Plan was adopted and signed by the Board of County Commissioners via Resolution xxx.

Printed Name _____

Title_____

Signed Name _____ Date _____

Printed Name _____

Title_____

Signed Name _____ Date _____

Printed Name _____

Title_____

Signed Name _____ Date _____

Current hard-copies of this plan shall reside in the Emergency Operations Center, the Incident Command/Communications Vehicle, and electronically on the Emergency Management Shared Drive and the Gunnison County website.

Section 3: Record of Revisions and Distribution

3.1: Record of Revisions

The below table outlines revisions made to the Gunnison County EOP.

Table 1: Record of Revisions

Date	Revised Section	Description of Change	Revised By
6/6/2017	Full Plan	Major update to full EOP – signed and adopted by BOCC	Scott Morrill, Bobbie Lucero
12/7/2021	Full Plan	Major update to full EOP – signed and adopted by BOCC	Scott Morrill, Lisa Bickford
2024	Full Plan	Major update to full EOP in compliance with updated DHSEM requirements. Signed and adopted by BOCC.	Scott Morrill, Lisa Bickford

3.2: Plan Distribution

The below table shows a list of agencies and organizations receiving a copy of the Gunnison County Emergency Operations Plan for their respective use during operational situations as well as for planning and training purposes.

Copies of the Gunnison County EOP are also distributed to external organizations in the interest of coordination and support during an incident. External organizations are expected to distribute to their individual departments/agencies using their own distribution system.

Additional copies of this plan are available upon request from the Office of Emergency Management.

Table 2: Gunnison County EOP Distribution List

Agency/Organization	Distributed
Gunnison/Crested Butte Regional Airport	Yes
Gunnison County Assessor’s Office	Yes
Gunnison County Clerk and Recorder’s Office	Yes
Gunnison County Community and Economic Development	Yes
Gunnison County Coroner’s Office	Yes
Gunnison County Attorney’s Office	Yes
Gunnison County Manager’s Office	Yes
Gunnison County CSU Extension	Yes
Gunnison County Fairgrounds Management	Yes
Gunnison County Finance	Yes

Agency/Organization	Distributed
Gunnison County Geographic Information Services	Yes
Gunnison County Health and Human Services	Yes
Gunnison County Human Resources	Yes
Gunnison County Information Technology	Yes
Gunnison County Juvenile Services	Yes
Gunnison County Public Works	Yes
Gunnison County Sheriff's Office	Yes
Gunnison County Treasurer's Office	Yes
Gunnison County Veteran's Services	Yes
Gunnison County Board of County Commissioners	Yes
City of Gunnison	Yes
Town of Crested Butte	Yes
Town of Mt. Crested Butte	Yes
Town of Marble	Yes
Town of Pitkin	Yes
Gunnison Volunteer Fire Department	Yes
Crested Butte Fire Protection District	Yes
Arrowhead Fire Protection District	Yes
Carbondale Fire Protection District	Yes
Paonia Fire Protection District	Yes
Ragged Mountain Fire Protection District	Yes
Gunnison Valley Health Paramedics	Yes
Gunnison RE1J School District	Yes
Western Colorado University	Yes
American Red Cross	Yes
Gunnison Regional Communications Center	Yes
Posted to Gunnison County Website	Yes

Section 4: Purpose and Scope

This plan, including all associated annexes and appendices, is intended to provide general guidelines and principles for managing and coordinating the overall planning, response, and recovery activities before, during, and after major emergencies and disasters that affect unincorporated areas of Gunnison County. This also includes incorporated areas of Gunnison County which have agreements with and/or rely on Gunnison County for the provision of emergency management assistance.

The EOP is comprised of a base plan and supporting annexes, appendices, policies, and procedures. The base plan establishes the structure and provides guidance for a timely and coordinated response, internal communications, information gathering, information sharing, decision-making, and roles and responsibilities for coordinating incident operations. The annexes, appendices, procedures, and policies provide the tools that support the implementation of the base plan, and may be updated independently of the base plan. The EOP is drafted to be adaptable to any situation in which the County responds to an emergency regardless of the level of severity, and outlines how to prevent, prepare for, respond to, recover from, and mitigate the potential hazards identified within the jurisdiction.

As with all plans of this type, this emergency plan is a tool and should be used as a guide. It is not possible to cover every possible situation that may arise.

It is not the purpose of this plan to replace or countermand existing policies and procedures of emergency service agencies, other governmental entities, or state or federal laws. Nor is it the intent of this plan to dictate tactical or operational activities of departments or agencies responding to an incident, as those activities will be directed by Incident Command.

Each jurisdiction, special district, and public safety agency within Gunnison County is expected to have in place its own current emergency operations plan, and to utilize those plans during operations and trainings. It is the responsibility of Gunnison County and its partner agencies/entities to ensure that their respective emergency plans are compatible with and do not contradict each other. See Section 7.9: Municipalities, Special Districts, and Other Organizations, for a list of jurisdictions known to have Emergency Operations Plans.

Section 5: Situation Overview

5.1: Gunnison County Planning Environment

Gunnison County is located in southwest Colorado, approximately 210 miles southwest of Denver. Principal highways are US Hwy 50, Colorado Highways 135, 149, and 114. The County population is approximately 16,918 (2020 US Census figure, sourced from DOLA), and landmass is approximately 3,300 square miles. The County is approximately 80% public land, owned and managed by the United States Forest Service (USFS), Bureau of Land Management (BLM), and the National Parks Service (NPS). Incorporated municipalities in the County include the City of Gunnison (population approximately 6700), Town of Crested Butte (population approximately 1600), Town of Mt. Crested Butte (population approximately 950), Town of Marble (population approximately 130), and the Town of Pitkin (population approximately 75).

Gunnison County is exposed to several hazards which have the potential for disrupting the community, causing damage to property, and creating casualties. The natural hazards Gunnison County may be exposed to include flooding, wildland fire, severe winter storms, drought, dam failure, high wind, and rockfall/landslides/debris flow. Additional information regarding the types of hazards that the County might be exposed to can be found in the Hazard Identification and Risk Assessment section below.

Additional demographic and geographic information can be found in the Gunnison County Hazard Mitigation Plan and the Gunnison County Rapid Needs Assessment.

Whole-community inclusion is the process involving businesses, schools, media, nonprofit groups, faith-based organizations, community organizations, and individuals and families in the preparedness planning process. In the development of this document, its annexes, and Emergency Support Functions (ESFs), Gunnison County has included the whole community. Whole community inclusion was largely accomplished by utilizing the existing Multi-Agency Coordination (MAC) group for plan input and review. The Gunnison County MAC group includes a wide variety of stakeholders in the Gunnison area, to include County agencies, municipalities, non-profit groups, access and functional needs (AFN) representation, first response agencies, and other local, state, and federal partners. Gunnison County is committed to developing plans that serve the whole community and their continuous involvement in updates and additions to this and other emergency plans.

5.2: Provision of Assistance

Gunnison County is prepared to respond to the hazards listed in this plan. This EOP will be utilized, exercised, and updated so that the County is adequately prepared. However, if an incident goes beyond the County's capabilities to respond, the County acknowledges that outside assistance may be required. Requests for outside assistance will be generated at the local level starting with requesting mutual aid through established agreements, assistance from regional partners, and then assistance from the State.

5.3: Hazard Identification and Risk Assessment (HIRA)

Gunnison County adopted its updated Hazard Mitigation Plan in October 2020. The Gunnison County 2020 Hazard Mitigation Plan re-evaluated the County's and jurisdictions' risk and vulnerabilities to natural hazards, and updated hazard mitigation goals, objectives, and actions to reduce the identified risks and vulnerabilities. The plan follows best practices and the guidelines put forth by the Federal Emergency Management Agency (FEMA). The HIRA included in the EOP is a high-level overview, and the Hazard Mitigation Plan contains a detailed hazard analysis for Gunnison County and its participating jurisdictions, and should be referenced for specific details.

Risk is the potential for damage, loss, or other impacts created by the interaction of natural hazards with community assets. Examples of community assets in Gunnison County include property, businesses,

critical resources, critical infrastructure, and natural resources. Vulnerability is defined as characteristics of community assets that make them susceptible to damage from a given hazard.

Gunnison County conducted a HIRA to identify what natural and technological hazards pose the greatest risk to the County based on probability of the event, the extent of the impact, the spatial extent of the event, the potential for losses, and what community assets are vulnerable to the hazard. The hazards identified for the County include:

- Avalanche
- Dam Failure
- Drought
- Earthquake
- Extreme Cold
- Flooding
- Hailstorm
- High Wind
- Ice Jam/Ice Flow
- Landslide/Rockfall/Debris Flow
- Lightning
- Severe Winter Storm
- Wildland Fire

Each hazard was then ranked into low risk, medium risk, and high risk based on the factors described above. Low risk means the hazard presents minimal potential impact to the County, medium risk is moderate potential impact, and high risk is widespread potential impact.

Table 3: Gunnison County Hazard Identification and Risk Assessment

Hazard	Likelihood of Event/Frequency	Hazard Spatial Extent	Potential Magnitude	Significance (Risk)
Avalanche	Highly Likely	Limited	Limited	Low
Dam Failure	Occasional	Significant	Critical	Medium
Drought	Likely	Extensive	Limited	Medium
Earthquake	Occasional	Extensive	Limited	Low
Extreme Cold	Highly Likely	Extensive	Negligible	Low
Flooding	Highly Likely	Significant	Critical	High
Ice Jam/Flow	Highly Likely	Limited	Critical	Medium
Hailstorm	Occasional	Limited	Negligible	Low
High Wind	Likely	Extensive	Negligible	Medium
Landslide/Rockfall/ Debris Flow	Likely	Limited	Limited	Medium
Lightning	Likely	Limited	Negligible	Low
Severe Winter Storm	Likely	Extensive	Limited	High
Wildland Fire	Highly Likely	Extensive	Critical	High

According to this analysis, Gunnison County is at most risk to flooding, severe winter storms, and wildland fire. For full details on the table and profiles for each hazard, see the Gunnison County Hazard Mitigation Plan.

The Gunnison County EOP is designed to apply to all-hazards, however, utilizing the HIRA allows for specific analysis for capabilities to respond to our most prevalent hazards as well as prioritizing what hazard specific annexes may be necessary. It also provides data-driven context on the extent to which the County may be impacted by hazards.

5.4: Capability Assessment Summary

The Colorado Emergency Preparedness Assessment (CEPA) is a framework and tool to help state and local stakeholders assess risk, capabilities, and the potential need for support and resources during emergencies or disasters. CEPA provides a standardized and repeatable process to better understand the capabilities at the county/local level and allows for the examination and analysis of regional or statewide trends.

The key component of the CEPA process is an in-person meeting between state and local subject matter experts (SMEs) to discuss and analyze risk and capability information and to identify potential resource gaps. This process also provides an opportunity to promote continued communication and coordination among state and local partners.

The CEPA identifies the threats and hazards in the County, and the County's capabilities to respond to these threats for FEMA's 32 core capabilities. A summary of Gunnison County's completed Capability Assessment from the 2021 CEPA is below. Core capabilities with a higher score (longer blue bar) are capabilities the County has the most ability to manage in the event of a disaster. Overall, according to the CEPA, the County's strongest core capabilities are threat and hazard identification, economic recovery, mass care services, mass search and rescue operations, risk-disaster resilience assessment, operational communications, and planning. Capabilities the County would like to strengthen are public alert and warning and cybersecurity.

Figure 1: Gunnison County CEPA Core Capability Results



Section 6: Planning Assumptions

1. Mutual aid, regional, state, and national resources will be available if requested during a disaster.
2. All Gunnison County departments and stakeholders will be familiar with this Plan.
3. Where appropriate, Gunnison County departments and stakeholders have in place current mutual aid agreements (or similar documents), establishing parameters and processes for requesting function specific assistance from other jurisdictions or organizations.
4. Events that cross jurisdictions may result in the establishment of a Unified Command (UC). Events with multiple locations or incident sites may result in the establishment of an Area Command (AC).
5. Other jurisdictions and organizations will have their own current Emergency Operations Plan.
6. Response personnel have the appropriate level of trainings and certifications.

Section 7: Concept of Operations (CONOPS)

7.1: CONOPS Overview

This section explains how Gunnison County will address all-hazard disaster events. The CONOPS does not include specific procedures or tactics. This plan follows the principles outlined in the National Response Framework (NRF), including all hazards, scalable, flexible, and adaptable concepts that promote integration and coordination of the whole community across all levels of government.

All incident responses will start and end at the lowest jurisdictional level. If an incident becomes too complex for the initial response agency or jurisdiction to handle, it will first reach out to mutual aid partners, then the County. The County may request assistance from regional partners and/or the Colorado Division of Homeland Security and Emergency Management (DHSEM). If the incident continues to grow in complexity, Federal assistance may be requested. However, the responsibility of the incident will always remain with the jurisdiction with authority where the incident resides. Gunnison County will be responsible as the lead agency for those incidents that occur where Gunnison County has jurisdiction. Gunnison County may serve as a support agency for incidents occurring in other jurisdictions with statutory authority.

7.2: EOP Activation

Once promulgated by the Board of County Commissioners, this EOP will be the current plan for Gunnison County and may be activated in whole or in part in response to:

- Incidents in or affecting the unincorporated areas of Gunnison County, either in a specific location within the jurisdiction or the entire jurisdiction.
- Requests for assistance due to resources being exhausted or additional assistance from a local municipality or governing body of a special district within Gunnison County.
- A public or environmental health emergency arises that is affecting Gunnison County, regardless of whether located in a municipality or unincorporated area or neighboring county that affects Gunnison County citizens and resources.
- Non-routine life safety issues in or affecting Gunnison County.

The plan may be activated by the Emergency Manager, Deputy Emergency Manager, Health and Human Services Director, County Sheriff, County Manager, or their designee without an emergency declaration, and the EOP may be implemented as deemed appropriate by emergency staff for the situation or at the request of an on-scene Incident Commander (IC). When a local jurisdiction or response agency requests County assistance with an incident, the Emergency Manager, Deputy Emergency Manager, or designee may choose to activate the EOP.

While an emergency declaration is not needed to activate the plan, the plan will automatically be activated in the event an emergency declaration is issued by Gunnison County.

7.3: Disaster/Emergency Declaration Process

A Disaster/Emergency Declaration is an administrative tool used by governments and special districts to signal to its constituents and other governments when an emergency exceeds or has the potential to exceed local capacity. Exceeding local capacity may include, but is not limited to, exceeding the physical resources available, personnel, and financial resources to effectively manage the disaster. Disaster/Emergency Declarations may be used to authorize spending, enable emergency authorities, suspend laws and policies that inhibit an effective response, encourage prioritization of resource requests, and open channels for state and federal resource and financial support (although state and federal funding assistance is not guaranteed). A disaster declaration by the County may be required as a precondition of some form of state or federal assistance or to expedite state assistance.

Gunnison County may issue a Disaster/Emergency Declaration at the county level when an incident or potential incident is of such severity, magnitude, and/or complexity that is considered a disaster and exceeds the County's capability to effectively manage the disaster, or in support of a local municipality or special district's declaration. The Gunnison County Manager is the only person with authority to declare a Gunnison County Disaster/Emergency. All Gunnison County disaster/emergency declarations, including those continuing or terminating the declaration, are recorded with the Gunnison County Clerk and Recorder. Additionally, it is the responsibility of the Emergency Manager or Deputy Emergency Manager to notify DHSEM of the declaration.

More information regarding Gunnison County's Disaster/Emergency declaration process is included in Gunnison County Resolution 2024-20, A Resolution Amending Gunnison County Emergency and Disaster Management and Procedures.

At the request of the County, the State of Colorado may also issue a State Declaration of Disaster/Emergency and will serve as the channel to the federal government should thresholds be met to request a Presidential Disaster Declaration in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

7.4: Pre-Disaster Operations

This section provides a high-level description of pre-disaster operations in Gunnison County. These actions take place on a continuous cycle, and this list is only meant to provide an overview, not a detailed description of preparedness in the County.

Planning

Gunnison County Emergency Management manages a number of supporting plans and annexes in addition to this EOP. They are listed in Section 2.1. Plans are reviewed and updated on an as-needed basis, or in conjunction with mandated update timelines. Plans are written with the whole community concepts, and include input from appropriate agencies, to include the MAC group which represents a wide variety of stakeholders in the County.

Organization

Gunnison County and first response agencies continuously work to maintain and organize staff. Every County department or office may be required to assist in supporting an emergency. If a department does not have a specific response role in a given emergency, that department may still be relied upon to fill support roles. Resolution 2024-20 establishes Emergency and Disaster Management Procedures, which includes reassignment by county leadership of county employees and resources as necessary to address emergency situations. Additionally, Emergency Management maintains the organizational structure for the Emergency Operations Center (EOC) with staff that may be mobilized during an event.

Equipment

Gunnison County Emergency Management manages equipment needs and readiness in the EOC. Examples include radios, phones, computers, laptops, audio/visual equipment, and call center equipment. Emergency Management, in conjunction with other departments such as IT, ensure the readiness of this equipment through frequent checks or EOC activations. Equipment needs in other agencies/organizations are managed independently by the respective agency/organization.

Training and Exercise

Trainings can take place in many forms to prepare for a disaster. There are many federal, state, and local trainings that are open to County and first response personnel. Every County employee is required to take FEMA's IS-100 (Introduction to the Incident Command System) and IS-700 (Introduction to the National Incident Management System). Beyond that, each County department and office is responsible for ensuring that staff have been trained to the appropriate level of incident command and incident

management. Exercises can be facilitated via a discussion, tabletop, functional, or full-scale format. Exercises are typically conducted to test specific plans and processes. Emergency Management maintains a three-year Integrated Preparedness Plan (IPP), formally known as the Training and Exercise Plan (TEP), as well as a regional IPP with the six-county West Region (Gunnison, Delta, Montrose, Hinsdale, Ouray, and San Miguel Counties). These plans are reviewed and updated yearly.

7.5: Response to Disaster Operations

Gunnison County utilizes the EOP, in conjunction with its annexes, other response plans, job aids, policies, and procedures to respond to disasters in the County.

Gunnison County as an organization (resolution 2006-17), and each jurisdiction/special district in Gunnison County has adopted the National Incident Management System (NIMS), which includes:

1. The Incident Command System (ICS) for managing all incidents
2. The Multi-Agency Coordination (MAC) System to support complex incidents
3. The Joint Information System to coordinate incident information

Incidents will be managed in the field under the ICS structure, utilizing either a single Incident Commander or a Unified Command, depending on the scope and type of incident.

In accordance with the NIMS, the NRF, the State of Colorado Emergency Operations Plan, and recognized best practice, Gunnison County will utilize the Emergency Support Functions (ESF) model to support emergency operations. Contributing ESFs ensure the stabilization of Community Lifelines during an emergency in the County. More information on Gunnison County ESFs is included in Section 8.1. More information on Community Lifelines is included in Section 7.8.

Every County department or office may be required to assist in supporting an emergency. If a department does not have a specific response role in a given emergency, that department may still be relied upon to fill support roles. Resolution 2024-20 establishes Emergency and Disaster Management Procedures, which includes reassignment by county leadership of county employees and resources as necessary to address emergency situations.

7.6: Recovery from Disaster Operations

The Gunnison County Recovery Plan identifies the core activities necessary for successfully implementing the recovery process. The Recovery Plan utilizes an all-hazards approach, which works in consort with the Gunnison County EOP. These core activities can be categorized under the Recovery Support Functions: Community Recovery Planning, Economic, Natural and Cultural Resources, Housing, Infrastructure, Safety and Security, and Community Service. The plan also establishes the roles and responsibilities of all stakeholders in the recovery process, both pre- and post-disaster.

The Recovery Plan is part of a larger system of inter-related plans at the local, state, and federal levels. They are founded upon the National Disaster Recovery Framework (NDRF) and the principles of the National Incident Management System (NIMS).

The recovery plan and its associated Emergency Support Functions and Recovery Support Functions (ESFs and RSFs) are intended to guide the County’s short and long-term recovery efforts. Short-term recovery efforts are initiated during and immediately after the disaster to focus on the restoration of essential services and providing for basic human needs, specifically housing, food, water, and emotional/psychological support. Long term recovery efforts address cost accounting, reimbursement, and restoring the community to pre-disaster conditions (if possible) and a state of normalcy, often called the “new normal”. This includes tracking and resolving citizen unmet needs.

7.7: Access and Functional Needs

Policies surrounding access and functional needs (AFN) ensure equal and equitable access for all individuals without discrimination. The Americans with Disabilities Act (ADA) defines an individual with a disability as “a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such an impairment, or a person who is perceived by others as having such an impairment.” The NRF defines these populations as “populations whose members may have additional needs before, during, and after an incident.”

Gunnison County incorporates a whole-community approach throughout its planning, response, and recovery efforts and considers individuals with AFN to be included in the whole community. Gunnison County utilizes the CMIST framework to understand and meet the true needs of the entire effected community. CMIST identifies resource needs before, during, and after a disaster to ensure whole community inclusion, rather than labeling vulnerable populations.

- **Communication:** People with communication needs may have limited ability to hear announcements, see signs, understand messages, or verbalize their concerns.
- **Maintaining Health/Medical:** Early identification and planning can help to reduce the negative impacts of disaster on individual health.
- **Independence:** Independence is the outcome of ensuring that a person’s actual resource needs are addressed as long as they are not separated from their resources, devices, assistive technology, service animals, etc.
- **Safety/Support Services:** Some individuals may require additional support for Personal Care Assistance, have difficulty understanding or remembering, may be victims of abuse, and need support for personal safety.
- **Transportation**: Disaster planning requires coordination with mass transit and accessible transportation services providers that support individuals who lack access to personal transportation or may not drive.

Gunnison County has committed to working with partner agencies, such as Gunnison County Health and Human Services, local non-profit groups such as Six Points, and CO DHSEM AFN team for planning, training, and exercise development.

7.8: Community Lifelines

Community Lifelines enable the operation of critical government and business operations in the aftermath of a disaster. These Lifelines are essential to health, safety, and economic security. The following Lifelines represent those fundamental services and their subcomponents that, when disrupted, interfere with a community’s ability to function properly.

- **Safety and Security:** Law enforcement/security, fire service, search and rescue, government service, community safety.
- **Food, Water, Sheltering:** Food, water, shelter, agriculture.
- **Health and Medical:** Medical care, public health, patient movement, medical supply chain, fatality management, and EMS.
- **Energy (Power and Fuel):** Power grid, fuel, natural gas/propane.
- **Communications:** Infrastructure, responder communications, alerts, warnings, and messages, finance, 911 and dispatch.
- **Transportation:** Highway/roadway/motor vehicle, mass transit, railway, aviation, maritime.
- **HazMat:** Facilities, HazMat, Pollutants, Contaminants.

Gunnison County will report the status of Community Lifelines during an emergency utilizing a red, yellow, and green system, as described below:

- Red: Unstable, inadequate level of service

    - Major disruptions to the Community Lifeline
- Yellow: Functional, but inadequate for consistent service
    - Disruptions to the Community Lifeline, but temporary solutions are in place or disruptions are being managed
- Green: Stable
    - Lifeline disruptions have been stabilized, or there are no or minor disruptions to the Community Lifeline

The County will report Lifeline statuses in WebEOC as well as in situation reports.

7.9: Municipalities, Special Districts, and Other Organizations

Response and recovery operations are the responsibility of the jurisdiction(s) in which the disaster occurs. When an incident occurs within the boundaries of a municipality or on the property of an institution with a current EOP or similar document, management of that incident is the responsibility of that municipality or institution, and it is expected that the municipality or institution will utilize their EOP to manage the incident. In these situations, if requested by the affected municipality/institution, the Gunnison County EOP could be used in a support role, where appropriate. Similarly, it is assumed that for incidents occurring in Gunnison County, which necessitate use of the Gunnison County EOP, if requested, external organizations could utilize their EOPs to support the County.

Organizations with a current Emergency Operations Plan (EOP) or similar document are listed below (hard copies of these plans can be found on the bookshelf in the EOC or from the plan owner). Municipalities and organizations with an EOP are responsible for ensuring that their employees are familiar with the policies and procedures contained in the EOP through regular trainings and exercises.

- Town of Crested Butte
- Town of Mount Crested Butte
- City of Gunnison
- RE1J Gunnison Watershed School District
- Western Colorado University
- Gunnison Valley Health Systems
- Gunnison – Crested Butte Regional Airport
- Emergency Action Plans for area Dams

Each municipality and fire district within Gunnison County has adopted the National Incident Management System (NIMS). It is expected that the employees of all municipalities, first response agencies, and other governmental institutions within Gunnison County have the appropriate NIMS trainings.

It is expected that each jurisdiction/institution within Gunnison County has developed Continuity of Operations Plans (COOP), and that staff have been oriented to and trained on their roles and responsibilities under their respective COOP.

Disasters and complex emergencies are rarely confined to one jurisdiction. Although only a portion of Gunnison County is likely to be impacted by a single disaster or emergency event, a multi-jurisdictional effort will be required to effectively manage most major incidents. Accordingly, emergency plans and exercises should incorporate procedures for integrating the resources of county and municipal governments, private and volunteer organizations, and state and federal governments.

Should a municipality within Gunnison County need to declare a disaster, the municipality should declare a disaster to Gunnison County, which may then declare a County Emergency or Disaster to the State. Municipalities are responsible for developing policies and procedures for the declaration process, including line of authority and line of succession. The CO DHSEM is the state agency responsible for

processing requests for state and federal disaster assistance. State or federal funding assistance is not guaranteed as a result of a declared emergency or disaster event.

Section 8: Organization and Assignment of Roles and Responsibilities

8.1: Emergency Support Functions

Based on State and Federal standards, Gunnison County utilizes the Emergency Support Function (ESF) model to respond to disasters. Impacted ESFs will be staffed by the identified lead or supporting agencies and integrated into the Emergency Operations Center (EOC). During large disasters, every ESF may be impacted, but not every disaster will impact every ESF. The EOC will determine which ESFs need to be activated based on the evolving situation. A description of each ESF is below.

- **ESF 1 Transportation:** Provides for the coordination, control, and allocation of transportation assets in support of movement of emergency resources, people, and animals and redistribution of emergency food and fuel supplies.
- **ESF 2 Communications**: Provide emergency warning, information, and guidance to the public. Provide for telephone, radio, and other communications capabilities for the direction and control of emergency response and recovery operations. Facilitates the requirements and resources necessary for redundant capabilities for all means of communications.
- **ESF 3 Public Works and Engineering:** Provides for the clearance and repair of roads, highways, and bridges, as well as engineering the repair and restoration of essential public works systems and services.
- **ESF 4 Firefighting:** Provides firefighting resource mobilization, deployment, and assistance in coordinating urban structural fire incidents. Provide incident management assistance for on-scene incident command and control operations.
    - **ESF 4a Wildfire Suppression:** Provides for and assists in the coordination and utilization of resources in wildland fire emergencies.
- **ESF 5 Emergency Management:** Provides for the management and coordination of emergency operations and resources in support of local response agencies and jurisdictions. Activation and staffing of the EOC.
- **ESF 6 Mass Care, Housing and Human Services:** Manage and coordinate sheltering, feeding, and clothing, and ensuring medical care for disaster victims, including AFN populations. Manage the receipt and distribution of donated goods, as well as the coordination and management of volunteer organizations and their relief efforts.
- **ESF 7 Resource Support:** To secure resources through existing mutual aid resources and/or procure resources for other ESFs as needed.
- **ESF 8 Public Health and Medical and Mortuary Services:** Mobilization of trained health and medical personnel to deliver care for the ill and injured. To procure emergency medical supplies, materials, facilities, public health, and environmental health services, and the collection, identification, and protection of human remains.
    - **ESF 8a Mental Health and Substance Abuse:** Provide time-limited crisis counseling services to individuals and groups impacted by the disaster. These services shall be designed to assist these individuals and groups in returning to their pre-disaster level of functioning.
- **ESF 9 Search & Rescue:** Provides mobilization and coordination of ground, air, and water search and rescue resources in order to locate and extricate lost or injured persons and animals from urban and/or rural situations.
- **ESF 10 Oil and Hazardous Materials Response:** Provides response, inspection, and containment of hazardous materials accidents or releases.
- **ESF 11 Agriculture and Natural Resources:** Nutrition assistance; animal and plant disease/pest response; food safety and security; natural, cultural, and historic resources/properties protection and restoration.

- **ESF 12 Energy:** Energy infrastructure assessment, repair, and restoration.
- **ESF 13 Public Safety and Security:** Facility and resource security; security planning and technical and resource assistance; public safety/security support; support to access, traffic, and crowd control.
- **ESF 14 Long-Term Community Recovery and Mitigation:** Social and economic community impact assessment; long-term community recovery assistance to the private and public sectors; mitigation analysis and program implementation.
- **ESF 15 External Affairs:** Emergency public information and protective action guidance; media and community relations; local, regional, and state governmental affairs.
- **ESF 16 Education & Public Schools:** Coordinates actions necessary to provide the required support from school districts and higher education institutions. This ESF has support resources for transportation, mass care, medical, utilities, and staffing.

The table below shows each Emergency Support Function, the lead County department and supporting departments/agencies. Some ESF lead agencies and ESF support may be non-County organizations. Refer to the Acronym table for definition of acronyms used in this table. Definitions of lead and supporting roles are below.

- Lead Department/Agencies: Departments/Agencies with statutory authority or subject matter expertise for that ESF. The Lead ESF should provide representation in the EOC.
- Supporting Department/Agencies: Departments/Agencies that contribute to fulfillment of the ESF.

For full detail on each ESF's roles and responsibilities during a disaster, including checklists for actions to take, see the ESF checklist Annex.

Table 4: Emergency Support Function Lead and Supporting Departments and Agencies

ESF	Description	Lead Department/Agency	Supporting
1	Transportation	County Public Works, Rural Transportation Authority	Gunnison – Crested Butte Airport, CDOT, County Sheriff, CSP, Other Law Enforcement agencies, RE1J School District, WCU, Alpine Express, GVH, AVFlight (FBO), County HHS, Six Points
2	Communication	GRCC	OEM, Six Points, County Multi-Cultural Center, IT, Amateur Radio, Local Radio Stations, Gunnison Metropolitan Recreation District, Spectrum Communications, Internet Providers Century Link, AT&T, Verizon
3	Public Works & Engineering	County Public Works	CDOT, City of Gunnison Public Works and Building/Planning Departments, Crested Butte Public Works and Building/Planning Departments, Mt. Crested Butte Public Works and Building/Planning Departments, County Facilities Maintenance
4	Firefighting	Gunnison Volunteer Fire Department	County Sheriff, CBFPD, AFPD, County HHS
4a	Wildland Firefighting	County Sheriff	OEM, DFPC, CBFPD, GVFD, AFPD USFS, BLM, County GIS, County HHS

ESF	Description	Lead Department/Agency	Supporting
5	Emergency Management	OEM, County Manager	County Administration, Colorado Office of Emergency Management, Sheriff, GIS, IT, County Attorney, County Departments as ESF Leads
6	Mass Care, Housing, Human Services	Red Cross, County HHS	OEM, Facilities Maintenance, County Fairgrounds, County Attorney, City of Gunnison, RE1J School District, Six Points, WCU, Faith Based Organizations, GVRHA
7	Resource Support	OEM	GRCC, County Finance, Administration, Human Resources, County Attorney, Colorado Office of Emergency Management, Montrose Interagency Dispatch, Montrose CSP Dispatch
8	Public Health, Medical	County HHS, Gunnison Valley Hospital	EMS Districts, All Private Clinics, CDPHE
8a	Mental Health	County HHS	Mid-West Center for Mental Health, Faith Based Organizations
8b	Coroner	County Coroner	County Coroner, DMORT, Colorado Coroner Assist Team
9	Search and Rescue	Sheriff	Western Mountain Rescue Team, Crested Butte SAR, West Elk SAR, OEM, GIS, Colorado Search and Rescue Board,
10	Hazardous Materials	County Sheriff (as Designated Emergency Response Agency)	Gunnison Hazardous Materials Team, County HHS, OEM, Colorado State Patrol
11	Agriculture and Natural Resources	CSU Extension	Community Development, USFS, BLM, NPS, Ute Mountain Ute Tribe, BIA Upper Gunnison Water Conservancy, Taylor River Users Group, NRCS
12	Energy and Public Utilities	County Public Works, Gunnison County Electric Association	Electricity: City of Gunnison, Excel Energy, WAPA, Tri-State Generation; Natural Gas: Atmos Energy, Excel Energy; Propane: Ferrell Gas Amerigas, Water/Waste Water: City of Gunnison, Towns of Crested Butte and Mt Crested Butte, Gunnison Metropolitan Recreation District, Crested Butte South Metropolitan District; Fuel Providers: Parish Oil, Loves, Alta,
13	Public Safety and Security	County Sheriff	County Attorney, DA Office, Gunnison Police, Crested Butte Marshal, Mt. Crested Butte Police, CSP, NPS, DPW, USFS, BLM
14	Community Recovery and Mitigation	Community Development, OEM	Administration, Assessor, County HHS, Six Points, Faith Based Organizations

ESF	Description	Lead Department/Agency	Supporting
15	External Affairs	County PIO's	Administration PIO, BoCC, OEM, Colorado Office of Emergency Management, USFS/BLM, WCU, CBMR, RE1-J, Mt. CBPD, Six Points, County Multi-Cultural Center, Faith Based Organizations, Ute Mountain Ute Tribe
16	Education and Public Schools	RE1J School District, WCU	County HHS

8.2: Gunnison County Department and Offices Roles and Responsibilities

Gunnison County Departments and Offices are listed below with the department's primary roles and responsibilities in emergency operations. Every County department or office may be required to assist in supporting an emergency. If a department does not have a specific response role in a given emergency, that department may still be relied upon to fill support roles. All Gunnison County departments and offices as well as County personnel are directed to accept their respective responsibilities and roles in coordinating preparedness, mitigation, response, and recovery activities prior to and during emergencies as outlined in this plan. This includes organizational planning and training necessary to implement the plan when required.

Gunnison County Board of Commissioners

- Pre-Event Activities:
  - Maintain and exercise Continuity of Operations Plans (COOP).
  - Appropriate level of ICS training.
  - Review the Gunnison County EOP on an annual basis.
  - Familiarization with Gunnison County BOCC Guide for Emergencies and Disasters and Gunnison County Resolution 2024-20.
  - Participation in response and recovery trainings and exercises as appropriate.
  - Approve Emergency Management related budgets and contracts.
- During and Post Event Activities:
  - If necessary, activation of the departmental COOP in support of the disaster or continued provision of Essential Functions.
  - Communicate with the County Manager regarding (reference Resolution 2024-20 and the BOCC Guidelines):
    - Delegations of authority.
    - Declarations of emergency or disaster.
  - Continue or terminate declarations of emergency or disaster.
  - Approval of Gunnison County resources and funds for disaster or emergency purposes.
  - Participation in policy meetings as appropriate.
  - In conjunction with Incident Command and the EOC, issuance of official orders or proclamations regarding population protection or temporary social restrictions, such as evacuation orders, establishment of curfew, and enactment of price controls.
  - Participation and/or facilitation of community meetings related to the disaster.

Gunnison County Manager

- Pre-Event Activities:
  - Review the Gunnison County EOP on an annual basis.
  - Ensure processes and guidelines are developed and maintained for purposes of entering into a Delegation of Authority with an Incident Management Team. Reference Resolution 2024-20.

    - Participate in development of the County Recovery Plan.
    - Participation in response and recovery trainings and exercises.
- During and Post Event Activities:
    - In accordance with Resolution 2024-20, prepare a formal declaration of an emergency or disaster for the purposes of obtaining state and/or federal assistance.
    - Per Resolution 2024-20, the County Manager shall, as soon as possible, convene a quorum of the Board of County Commissioners to continue or terminate the declaration.
    - Coordination, commitment, and direction of Gunnison County government resources, funds and activities in support of emergency or disaster response and relief and recovery efforts.
    - Issuance of directives regarding redeployment of personnel from normal job duties/work schedules, temporary reassignments, and employment of temporary workers during the emergency and relief/recovery activities.
    - In coordination with Incident Command and the EOC, intergovernmental liaison and initiation of formal requests for outside assistance from other local jurisdictions.
    - During an emergency, assign a previously designated County public information officer (PIO) to coordinate with the incident PIO to provide consistent releases of disaster related information to the media and the public.
    - Participate in the Policy Group.

Gunnison County Manager's Office

- Pre-Event Activities:
    - Maintain and exercise Continuity of Operations Plans (COOP).
    - Office staff trained to appropriate level of the ICS.
    - Office staff trained on various public information processes and systems (Website, Facebook etc.) This should include depth in staff, with adequate permissions to publish information to these sites.
    - Review the Gunnison County EOP on an annual basis.
    - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
    - Participation in response and recovery trainings and exercises as appropriate.
    - Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- During and Post Event Activities:
    - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
    - Provision of designated office staff to the EOC to support incident functions.
    - Documentation and retention of all BoCC meetings and policy decisions related to the emergency/disaster.
    - Ensure all county documents related to the emergency/disaster are appropriately notarized and/or recorded with the Gunnison County Clerk and Recorder.
    - Ensure timely and appropriate public notice of BoCC meetings related to the emergency/disaster.
    - In coordination with the PIO, ensure appropriate emergency/disaster information is posted to County website.
    - Coordinate with the incident PIO and the EOC to ensure consistent releases of disaster related information to the media and the public.

Gunnison County Attorney

- Pre-Event Activities:
    - Maintain and exercise Continuity of Operations Plans (COOP).

- Staff trained to appropriate level of the ICS.
- Review the Gunnison County EOP on an annual basis.
- Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
- Participation in response and recovery trainings and exercises as appropriate.
- Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- Preparation and legal review of Emergency Management related ordinances, resolutions, policies, and contracts.

- During and Post Event Activities:
  - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - Provision of designated office staff to the EOC to support incident functions.
  - Provision of legal counsel and assistance to the County Manager, County Commissioners, and to other County officials before, during and after disaster/emergency incidents in the county.
  - Draft and/or review emergency contracts, memoranda of understanding, and inter-governmental agreements.
  - Preparation of legal documents (disaster declarations, delegations of authority, resolutions, or regulations required to facilitate emergency operations).
  - Court appearances to enforce or defend County actions in relation to its emergency powers and actions taken during or after a disaster.

Gunnison County Sheriff's Office

- Pre-Event Activities:
  - Maintain and exercise Continuity of Operations Plans (COOP).
  - Staff trained to appropriate level of the ICS.
  - Review the Gunnison County EOP on an annual basis.
  - Review and update of the Annual Operating Plan for Wildfire with DFPC
  - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - Support with development and maintenance of Evacuation and Re-Entry plan.
  - Participation in response and recovery trainings and exercises as appropriate.
  - Participation in development of Damage Assessment Plan.
  - Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- During and Post Event Activities:
  - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - Provision of designated office staff to the EOC to support incident functions.
  - Implementation of the Incident Command System (ICS), including determining the locations of Incident Command Post (ICP), establishing necessary positions and functions (i.e., planning, finance, logistics, operations and public information) and activation of the EOC.
  - Implementation of the Annual Operating Plan and related processes (WERFF, EFF) during wildfire events.
  - Assessment of emergency conditions and determination of required levels of immediate assistance.
  - Implementation of available public warning/notification measures.
  - Determine the need for and conducts and coordinates evacuations.
  - Implement re-entry for evacuated populations.

- Responsible for coordinating search and rescue (SAR) operations.
- Support with establishment of measures for animal control, sheltering, and reunification with owners
- Detention Center may be requested to support EOC in extended operations with meals and snacks.
- Coordination of communications and provision of communications staff support for field command post(s).
- Provision of law enforcement, traffic control, and access control within the disaster area(s) and in other areas of the County.
- Provision of aviation support to include search & rescue, rapid transportation, and aerial observation.
- Provision of security measures at ICP, EOC, temporary emergency shelters, temporary morgues, and in evacuated and disaster-impacted areas, if available.
- In coordination with fire districts and land management agencies, direction of wildland fire suppression in unincorporated areas of Gunnison County.
- Designated Emergency Response Authority (DERA) for hazardous materials incidents within unincorporated Gunnison County.

Gunnison County Office of Emergency Management

- Pre-Event Activities:
  - Maintain and exercise Continuity of Operations Plans (COOP).
  - Staff trained to appropriate level of the ICS.
  - Develops standard operating procedures (SOP) for Emergency Operations Center (EOC).
  - Emergency Operations Plan maintenance, training, and exercises.
  - Resource Mobilization Plan maintenance, training, and exercises.
  - Recovery Plan maintenance, training, and exercises.
  - Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
  - Identification of appropriate temporary shelters and reception areas, in coordination with American Red Cross. This includes completion of ARC facility surveys and signed agreements between ARC and the facilities.
- During and Post Event Activities:
  - If necessary, activation of the departmental COOP in support of the disaster or continued provision of Essential Functions.
  - Activation and management of the Gunnison County Emergency Operations Center (EOC) and ESFs. This may include activation in support of other jurisdictions.
  - Implementation/utilization of appropriate plans to support the incident.
  - Incorporate appropriate management principles within the EOC in support of the incident and to carry out additional functions that as needed.
  - Provide situation updates regarding the emergency to local leadership, partner agencies, and the Colorado Office of Emergency Management.
  - Coordination of resources and logistical support to augment incident requirements.
  - In coordination with Incident Command, provide recommendations to County Leadership concerning the need for local disaster declarations, travel restrictions, curfews, or other temporary social restrictions.
  - Implementation of available public warning measures. In coordination with Incident Command, provision of notifications and warnings, including but not limited to, evacuation notices, to the public based on the messaging needs of the incident.
  - Coordination of volunteer amateur radio resources to augment primary communications and provide back-up capabilities.
  - Establishment of locations for temporary shelters, in coordination with American Red Cross.

- Establishment of communications with Colorado OEM for purposes of providing situation reports and forwarding requests for state assistance.
- Technical support to EOC staff and other county personnel with respect to resource management, damage assessment, intergovernmental coordination, hazard mitigation, recovery, and other emergency management functions, as needed.
- Make recommendations to the Policy Group on matters pertaining to an incident of significance, major emergency or disaster or the threat thereof, and ongoing incident response and recovery activities.

Gunnison County Human Resources

- Pre-Event Activities:
  - Maintain and exercise Continuity of Operations Plans (COOP).
  - Office staff trained to appropriate level of the ICS.
  - Review the Gunnison County EOP on an annual basis.
  - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - Ensure appropriate employee policies and forms are in place for disaster situations relative to overtime, hours worked, workers compensation, etc.
  - Participation in response and recovery trainings and exercises as appropriate.
- During and Post Event Activities:
  - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - Provision of designated office staff to the EOC to support incident functions.
  - Provide guidance and support to the County Manager and Department Directors relative to directives to county departments and personnel regarding redeployment of personnel from normal job duties/work schedules, temporary reassignments, and employment of temporary workers during the emergency and relief/recovery activities.
  - Prepare medical care compensation information for injured County employees through Worker's Compensation Plans.

Gunnison County Finance

- Pre-Event Activities:
  - Maintain and exercise Continuity of Operations Plans (COOP).
  - Office staff trained to appropriate level of the ICS.
  - Review the Gunnison County EOP on an annual basis.
  - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - Participation in response and recovery trainings and exercises as appropriate.
  - Establish and maintain a financial record keeping system for large scale incidents/emergencies, declared or undeclared.
  - Per Resolution 2010-09, Gunnison County maintains an unassigned fund balance of 25% in its General Fund, and maintains an emergency reserve in an amount equal to at least 3% of fiscal year spending in accordance with Article X, Section 20 of the Colorado Constitution.
  - Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- During and Post Event Activities:
  - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - Provision of staff to the EOC to support incident functions, if necessary.
  - Serve as EOC finance section lead, if activated.

- With authorization of the County Manager, procurement of emergency-related supplies and materials and administration of vendor contracts for emergency services and equipment. Emergency purchases, which by their nature or circumstances do not lend themselves to a competitive selection process, are exempt from the County's competitive bid selection process. However, emergency procurement in general must be at least as stringent as the state and, in turn, federal policies in order to remain eligible for reimbursements.
- Record-keeping and documentation of disaster-related costs and financial commitments.
- Ensure accurate timesheets are kept and recorded for all County employees from the start of the incident through demobilization.
- Ensure accurate timesheets are kept and recorded for non-County personnel from the start of the incident through demobilization.
- Ensure accurate timesheets are kept and recorded for all volunteers from the start of the incident through demobilization.
- Participation on county damage assessment team at EOC and on local-state field damage survey teams, as needed.
- Provide financial records for disaster reimbursement, if applicable.

Gunnison County Assessor

- Pre-Event Activities:
  - Maintain and exercise Continuity of Operations Plans (COOP).
  - Staff trained to appropriate level of the ICS.
  - Review the Gunnison County EOP on an annual basis.
  - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - Development and maintenance of damage assessment procedures.
  - Participation in development and updates of the County Recovery Plan.
  - Participation in response and recovery trainings and exercises as appropriate.
  - Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- During and Post Event Activities:
  - If necessary, activation of the departmental COOP in support of the disaster or continued provision of Essential Functions.
  - Provision of staff to the EOC to support incident functions, if appropriate.
  - Contribution of personnel, records, and other resources to support damage assessment function during emergency and recovery activities (participation on field damage assessment teams).
  - Implement damage assessment protocols. Appraise damaged and destroyed property. Report damaged and destroyed property valuation to state, county, school districts, and other taxing entities in accordance with Colorado Revised Statutes.
  - Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

Gunnison County Clerk and Recorder

- Pre-Event Activities:
  - Maintain and exercise Continuity of Operations Plans (COOP)
  - Office staff trained to appropriate level of the ICS.
  - Review the Gunnison County EOP on an annual basis.
  - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.

- Participation in response and recovery trainings and exercises as appropriate.
- Development and maintenance of standard operating procedures (SOP's) including processes to provide for safe keeping of vital records.

- During and Post Event Activities:
  - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - Provision of staff to the EOC to support incident functions, if appropriate.
  - Receipt and filing of any orders or proclamations declaring, continuing, or terminating a Gunnison County emergency or disaster.

Gunnison County Coroner

- Pre-Event Activities:
  - Maintain and exercise Continuity of Operations Plans (COOP).
  - Office staff trained to appropriate level of the ICS.
  - Review the Gunnison County EOP on an annual basis.
  - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - Participation in response and recovery trainings and exercises as appropriate.
  - Development and maintenance of a Mass Fatalities Plan.
  - Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- During and Post Event Activities:
  - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - Provision of staff to the EOC to support incident functions, if appropriate.
  - Identifying human remains.
  - Providing adequate and decent storage/temporary mortuary services.
  - Inventorying and protecting personal effects of the deceased.
  - Locating and notifying the decedent's next of kin.
  - Establishing family assistance/victim identification center.
  - Release of remains.
  - Securing any evidence pertaining to death.

Gunnison County Facilities Maintenance

- Pre-Event Activities:
  - Maintain and exercise Continuity of Operations Plans (COOP).
  - Office staff trained to appropriate level of the ICS.
  - Review the Gunnison County EOP on an annual basis.
  - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - Participation in response and recovery trainings and exercises as appropriate.
  - Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- During and Post Event Activities:
  - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - Provision of designated office staff to the EOC to support incident functions.
  - Restoration of public facilities, systems, and buildings to normal use.
  - Support of and coordination with County departments in need of additional workspace for provision of normal or additional services to citizens.

- Support and coordination of utilizing County facilities and buildings as emergency shelters.

Gunnison County Information Technology (IT)

- Pre-Event Activities:
  - Maintain and exercise Continuity of Operations Plans (COOP).
  - Office staff trained to appropriate level of the ICS.
  - Review the Gunnison County EOP on an annual basis.
  - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - Participation in response and recovery trainings and exercises as appropriate.
  - Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- During and Post Event Activities:
  - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - Provision of designated office staff to the EOC to support incident functions.
  - Provision of information technology services, telecommunications, and staff support to EOC and if necessary, Incident Command staff.
  - Provision of technical support/resources for information technology activities during disaster response and recovery efforts**.**
  - In coordination with the PIO, ensure appropriate emergency/disaster information is posted to County website.

Gunnison County Treasurer

- Pre-Event Activities:
  - Maintain and exercise Continuity of Operations Plans (COOP).
  - Office staff trained to appropriate level of the ICS.
  - Review the Gunnison County EOP on an annual basis.
  - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - Participation in response and recovery trainings and exercises as appropriate.
  - Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- During and Post Event Activities:
  - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - Coordinate with Gunnison County Finance regarding revenues and expenses during and post disaster. This may include provision of staff to the EOC.
  - Collect, receipt, and deposit in bank money from other County departments on a daily basis.
  - Report checks written by the County Sheriff to Bank of the West positive pay.

Gunnison County Juvenile Services

- Pre-Event Activities:
  - Maintain and exercise Continuity of Operations Plans (COOP).
  - Office staff trained to appropriate level of the ICS.
  - Review the Gunnison County EOP on an annual basis.
  - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.

    - Participation in response and recovery trainings and exercises as appropriate.
    - Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- During and Post Event Activities:
    - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
    - Provision of staff to emergency shelters or other locations to assist with unaccompanied minors and reunification of families.

CSU Extension

- Pre-Event Activities:
    - Maintain and exercise Continuity of Operations Plans (COOP).
    - Staff trained to appropriate level of the ICS.
    - Review the Gunnison County EOP on an annual basis.
    - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
    - Participation in response and recovery trainings and exercises as appropriate.
    - Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- During and Post Event Activities:
    - If necessary, activation of the departmental COOP in support of the disaster or continued provision of Essential Functions.
    - Provision of designated office staff to the EOC to support incident functions.
    - Provision of livestock related information and expertise to the public for incidents directly or indirectly affecting livestock.
    - Provision of livestock related information and expertise to Incident Command and County leadership for incidents directly or indirectly affecting livestock.
    - Provide assistance to Gunnison County Fairgrounds staff with housing of livestock and reunification of livestock with owners.
    - Assist Incident Command and the Emergency Operations Center with identifying means of livestock transportation/evacuation and temporary relocation sites.

Gunnison County Geographic Information Services (GIS)

- Pre-Event Activities:
    - Maintain and exercise Continuity of Operations Plans (COOP).
    - Office staff trained to appropriate level of the ICS.
    - Review the Gunnison County EOP on an annual basis.
    - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
    - Participation in response and recovery trainings and exercises as appropriate.
    - Participation in development and updates of the County Recovery Plan.
    - Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- During and Post Event Activities:
    - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
    - Provision of designated office staff to the EOC to support incident functions.
    - Provision of mapping information in digital and hard copy format for locational and analysis purposes in support of disaster response, relief and recovery activities.

Gunnison County Health and Human Services

- Pre-Event Activities:
  - Development and maintenance of Public Health Emergency Operations Plan (PHEOP).
  - Maintain and exercise Continuity of Operations Plans (COOP).
  - Office staff trained to appropriate level of the ICS.
  - Review the Gunnison County EOP on an annual basis.
  - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - Participation in response and recovery trainings and exercises as appropriate.
  - Training, exercising, and maintenance of redundant communications modes for internal key staff (Emergency Call Tree, Ready Op, etc.)
  - Develop, maintain, and exercise systems and processes, relative to the communicable disease monitoring and containment steps listed below.
  - Communicable disease surveillance, investigation, or response.
  - Public information and communication for public health and human services.
  - Public Health Emergency Declaration process and procedures.
  - Strategic National Stockpile (SNS) Processes for Ordering, Receiving, and Distributing.
  - Development and maintenance of processes and systems relative to providing for and tracking citizen needs in disaster situations. This includes training staff on processes and that they may be assigned to evacuation shelters.
  - Identification of Child Day Care options for working parents, and agreements with providers for emergency situations
  - Child Welfare situations
  - Participation in development and updates of the County Recovery Plan.
  - Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
  - Develop processes for local quarantine, isolation, restrictions on travel, or other temporary social restrictions.
- During and Post Event Activities:
  - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - If necessary, activate the Public Health Emergency Operations (PHEOP) in response to a Public Health Emergency.
  - Assist the American Red Cross, Salvation Army, and other volunteer organizations in the provision of emergency shelters, temporary housing, and other assistance to displaced citizens.
  - Provision of Public Health services to evacuees.
  - Provision of translation services to Non-English speaking population
  - Provision of specialized services to Access and Functional Needs Population
  - Senior Care
  - Child Welfare situations
  - Coordination of outside health resources providing assistance to Gunnison County, in cooperation with EMS agencies, local clinics, and Gunnison Valley Hospital.
  - Implementing procedures for Isolation and Quarantine, social restrictions, or restrictions on travel.
  - Determine the need for, and execute the process for redundant communication for internal key staff (Emergency Call Tree, Ready Op, etc.)
  - Determine the need for and execute the process of Declaring a Public Health Emergency.
  - Issue Public Health Orders as appropriate.
  - Determine the need for and execute the process for mass prophylaxis and Points of Distribution (POD) Sites.

- Determine the need for and execute the process for Communicable disease surveillance, investigation or response.
- Determine the need for and execute the process for a Spokesperson and Public Information distribution.
- Determine the need for, and execute the process for Strategic National Stockpile (SNS) Ordering, Receiving, and Distributing
- Provision of environmental health services and technical support, including the identification of chemical hazards, sources of contamination, or unsanitary conditions that present health hazards to the general public.
- Provision of staff to the EOC, if appropriate.
- Assistance to EOC staff in assessing overall health and medical resource needs during response and recovery operations and maintenance of situation status information within the EOC.
- Assist in the coordination of overall efforts of volunteer organizations and other (spontaneous) volunteers, in coordination with the Colorado Volunteer Organizations Active in Disasters (COVOADS).
- Administration of Individual and Family Grant Program in Presidentially declared disasters in Gunnison County.

Gunnison County Public Works

- Pre-Event Activities:
  - Maintain and exercise Continuity of Operations Plans (COOP)
  - Office staff trained to appropriate level of the ICS.
  - Review the Gunnison County EOP on an annual basis.
  - Participation in response and recovery trainings and exercises as appropriate.
  - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
  - Participation in development of and updates to the County Debris Management Plan.
  - Participation in development of and updates of the County Recovery Plan.
  - Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- During and Post Event Activities:
  - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
  - Provision of staff to the EOC, if appropriate.
  - Provision of transportation services in support of emergency response and recovery efforts (e.g., movement of county personnel, equipment and supplies to designated staging areas).
  - Removal of debris, clearance of public right-of-ways, and planning for street/route recovery operations, with priority assigned to predetermined critical emergency services routes.
  - Provision of personnel, equipment, and supplies in support of emergency operations (wildfire, search and rescue, flooding, road closures building collapse etc.)
  - Restoration of damaged county roads and bridges and other related infrastructure.
  - Restoration of water and waste-water systems
  - Provision of personnel for structure and facility inspections to determine safety of individual structures (businesses, residences, and public buildings) and to identify needed repairs (or to implement condemnation procedures when necessary).
  - Participation on Gunnison County damage assessment team at EOC and on local-state field damage survey teams, as needed.

Gunnison / Crested Butte Regional Airport

- Pre-Event Activities:
    - Maintain and exercise Continuity of Operations Plans (COOP).
    - Office staff trained to appropriate level of the ICS.
    - Review the Gunnison County EOP on an annual basis.
    - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
    - Participation in response and recovery trainings and exercises as appropriate.
    - Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- During and Post Event Activities:
    - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
    - Provision of staff to the EOC, if appropriate.
    - Coordinate air transport assets in the movement of emergency resources, supplies, equipment, and personnel.
    - Coordinate air transport assets in the movement of displaced or injured citizens.
    - Provision of equipment and personnel in support of wildfire incidents.
    - Provision of Airport facilities for use as temporary shelter and morgue.

Gunnison County Community Development

- Pre-Event Activities:
    - Maintain and exercise Continuity of Operations Plans (COOP).
    - Office staff trained to appropriate level of the ICS.
    - Review the Gunnison County EOP on an annual basis.
    - Designate office staff member(s) who shall be required to participate in EOC trainings, exercises and activations.
    - Participation in response and recovery trainings and exercises as appropriate.
    - Participation in development and updates of the County Recovery Plan
    - Participation in long-term disaster recovery and hazard mitigation planning to ensure the compatibility of community redevelopment plans and hazard mitigation measures with the comprehensive county land use plan and other community development plans.
    - Maintenance of office ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.
- During and Post Event Activities:
    - If necessary, activation of the office COOP in support of the disaster or continued provision of Essential Functions.
    - Provision of staff to the EOC, if appropriate.
    - Provision of personnel, maps, and records to identify hazardous situations/areas which may affect disaster response activities.
    - Provision of environmental health services and technical support, including the identification of chemical hazards, sources of contamination, or unsanitary conditions that present health hazards to the general public.

8.3: Non-County Organizations Roles and Responsibilities

External organizations' integration into an incident response is described below.

Gunnison RE-1J School District

- Pre-Event Activities:
    - Develop, maintain and exercise Continuity of Operations Plans (COOP).
    - Staff trained to appropriate level of the ICS.

- Develop, maintain and exercise District Emergency Operations Plan.
- Participation in response and recovery trainings and exercises as appropriate.
- Provide for the safety and protection of pupils and school personnel, through planning and training exercises with local public safety organizations.
- In coordination with Gunnison County Public Health, identification of and agreements for school facilities as immunization sites for public health emergencies.
- In coordination with the American Red Cross, identification of and agreements for school facilities as temporary evacuation shelters.

- During and Post Event Activities:
  - Provide buses for evacuation and transportation, when needed.
  - Coordinate with American Red Cross to provide schools as temporary shelters, when needed.
  - Coordinate with Gunnison County Public Health to utilize schools as mass immunization centers in public health emergencies.
  - Coordinate and communicate needs and impacts for the school district during an emergency.

Gunnison Valley Health System (Includes Gunnison Valley Hospital, Emergency Medical Services, Palliative Care, Hospice, Home Health, and Senior Care)

- Pre-Event Activities:
  - Develop, maintain, and exercise Continuity of Operations Plans (COOP).
  - Staff trained to appropriate level of the ICS.
  - Develop, maintain, and exercise Facility Emergency Plans.
- During and Post Event Activities:
  - Provision of emergency medical care to injured persons.
  - Coordinate and communicate needs and impacts for the health system during an emergency.
  - Provide stand-by EMS service to fire districts in the event of structural or wildland fire operations and response, if requested.
  - Establish and activate Incident Command System upon arrival on-scene of a mass casualty event or other significant medical emergency, to include designating an Incident Commander and Incident Command Post.
  - Directs resources on medical emergencies including personnel and apparatus, orders resources, and enacts mutual aid agreements.

Western Colorado University

- Pre-Event Activities:
  - Develop, maintain, and exercise Continuity of Operations Plans (COOP).
  - Staff trained to appropriate level of the ICS.
  - Develop, maintain, and exercise Facility Emergency Plans.
  - In coordination with the American Red Cross, identification of and agreements for school facilities as temporary evacuation shelters.
  - In coordination with Gunnison County Public Health, identification of and agreements for school facilities as immunization sites for public health emergencies.
  - Provide for the safety and protection of pupils and school personnel, through planning and training exercises with local public safety organizations.
- During and Post Event Activities:
  - Coordinate with Gunnison County Public Health to utilize schools as mass immunization centers in public health emergencies.
  - Coordinate with American Red Cross to provide schools as temporary shelters, when needed.
  - Provide buses for evacuation and transportation, when needed.

- Coordinate and communicate needs and impacts to the University during an emergency.

American Red Cross

- Pre-Event Activities:
  - Identification of suitable shelters, and agreements in place with facility owners.
  - Pre-staging of supplies for shelters.
- During and Post Event Activities:
  - In coordination with Gunnison County, provision of immediate assistance to disaster victims, including food, water, shelter, clothes, physical and mental health counseling and referrals.
  - Establishment and management of emergency shelters for mass care, in cooperation with Gunnison County and affected municipalities, including registration, feeding, lodging, and responding to public inquiries concerning shelter residents.
  - Provision of temporary and immediate housing for displaced disaster victims.
  - Provision of food, beverages, and other assistance to emergency response personnel and emergency relief workers.
  - Provision of damage assessment information upon request.
  - Coordination of mental health services in cooperation with Gunnison County.

Fire Protection Districts

- Pre-Event Activities:
  - Development and maintenance of Continuity of Operations Plans.
  - Staff trained to appropriate level of the ICS.
- During and Post Event Activities:
  - Suppression of structure fires/wildfires in respective jurisdictions or as mutual aid agreements stipulate.
  - Establish and activate Incident Command System upon arrival on-scene of an active structure or wildfire to include designating an Incident Commander and Incident Command Post.
  - Directs resources on fires including personnel and apparatus, orders resources and enacts mutual aid agreements. Responsible for negotiating cost share agreements with fire agencies at the local, regional, state, and federal level, and negotiating fire response contracts.
  - Hazardous Materials response and recovery in their area of jurisdiction.
  - Provide fire causation and arson investigation services.
  - Conduct hazardous material (hazmat) response and decontamination
  - Provide triage, extrication, and medical treatment to affected persons
  - Establish priorities for debris removal
  - As conditions, capacity, and the incident permit, assist in warning the public and evacuation operations, as requested by and under direction from law enforcement
  - Enforcement of fire code
  - Swiftwater rescue as capability allows.

8.4: State and Federal Coordinating Organizations

Below represent other state and federal agencies that may provide coordination and support during an emergency in Gunnison County.

State Agencies:

In disaster situations, requesting assistance from State agencies should be coordinated through the Colorado Division of Homeland Security and Emergency Management, unless agencies have

established procedures for requesting assistance (for example, Gunnison County Sheriff's Office requesting assistance from the CO Division of Fire Prevention and Control).

- Colorado Division of Homeland Security and Emergency Management – ESF 5, 7
- Colorado State Patrol – ESF 13
- Colorado Department of Transportation – ESF 1
- Colorado Division of Fire Prevention and Control – ESF 4a
- Colorado State Forest Service – Support 4a
- Colorado Department of Public Health and Environment – ESF 8
- Colorado Department of Natural Resources – ESF 11
- Colorado Division of Parks and Wildlife – ESF 11
- Colorado Department of Local Affairs – ESF 14
- Colorado Division of Water Resources (Dam Safety Branch)
- Colorado Water Conservation Board
- Colorado Bureau of Investigation
- Colorado Department of Agriculture – ESF 11

Federal Agencies

In disaster situations, requesting assistance from Federal agencies should typically be coordinated through the Colorado Division of Homeland Security and Emergency Management.

- National Park Service
- United States Forest Service
- Bureau of Land Management
- Colorado River Basin Forecast Center (NOAA)
- National Weather Service (NOAA)
- Federal Emergency Management Agency
- Environmental Protection Agency
- Bureau of Reclamation
- Bureau of Indian Affairs
- Federal Aviation Administration
- National Transportation Safety Board
- Federal Bureau of Investigation
- Disaster Mortuary Operational Response Teams (DMORT)

Section 9: Direction, Control, and Coordination

Resolution 2024-20 establishes Emergency and Disaster Management Procedures in Gunnison County and should be referred to for specific emergency procedures.

9.1: Incident Direction and Control

Direction and control of the incident prior to, during, and after an emergency or disaster rests with the elected leadership of the legally recognized jurisdiction impacted at the local level. Unless a delegation of authority is completed, this authority continues throughout each stage – mitigation, preparedness, response, and recovery of emergency operations. Even under a delegation of authority, statutory requirements for the responsible jurisdiction must be completed by the jurisdiction during the incident.

Gunnison County is responsible for emergency response operations in unincorporated areas of the County. The County supports emergency response operations of, and coordinates with, the following municipalities and communities. Gunnison County may share the responsibility of emergency response operations during times of declared emergency or disaster.

- Town of Crested Butte
- Town of Mount Crested Butte
- City of Gunnison
- Town of Pitkin
- Town of Marble
- Portions of Saguache County falling within the primary response area of Gunnison County Emergency Services and are covered under discipline specific mutual aid agreements for this purpose.

Federal/State Public Lands – The state or federal agency with ownership/jurisdiction over public lands in unincorporated Gunnison County will maintain management over any incident on their lands. County departments/agencies may provide initial response efforts until federal/state agency resources can arrive and relieve local resources.

9.2: Delegation of Authority

During response to an incident, particularly a Type III to Type I incident, the County, a municipality, or a special district may be required to delegate authority to another agency or an Incident Management Team (IMT) for management of the incident and give the IMT/agency authority to order resources and direct response activities. A Delegation of Authority is a statement provided to the Incident Commander by the agency executive delegating authority and assigning responsibility for incident management. The Delegation of Authority can include objectives, priorities, expectations, constraints, cost share terms, and other considerations or guidelines as needed. Statutorily responsible duties such as those of the Sheriff cannot be delegated to another agency. Additionally, the overall responsibility of the incident will always remain with the impacted jurisdiction, even with a Delegation of Authority.

9.3: Incident Management

National Incident Management System (NIMS)

The NIMS provides guidance for all levels of government, nongovernmental organizations (NGOs), and their subsequent private sector partners to work together to mitigate, respond to, and recover from incidents or disasters. NIMS outlines three core components: Resource Management, Command and Organization, and Communications and Information Management.

- Resource Management: Gunnison County utilizes the Resource Mobilization Plan to manage resources during the full disaster cycle. These resources include personnel, supplies, equipment, etc.
- Command and Organization: Gunnison County uses the Incident Command System (ICS) with support from the Emergency Operations Center (EOC) to manage incidents and provide support, as described in detail in the sections below.
- Communications and Information Management: Gunnison County utilizes the following to manage disaster communications and maintenance of critical information:
    - Chain of command and communications
    - Joint Information Center
    - Alert and Warning Plan
    - Tactical Interoperability Plan
    - Radio systems, as applies
    - WebEOC and Situation Reports

Gunnison County as an organization (resolution 2006-17), and each jurisdiction/special district in Gunnison County has adopted the National Incident Management System (NIMS).

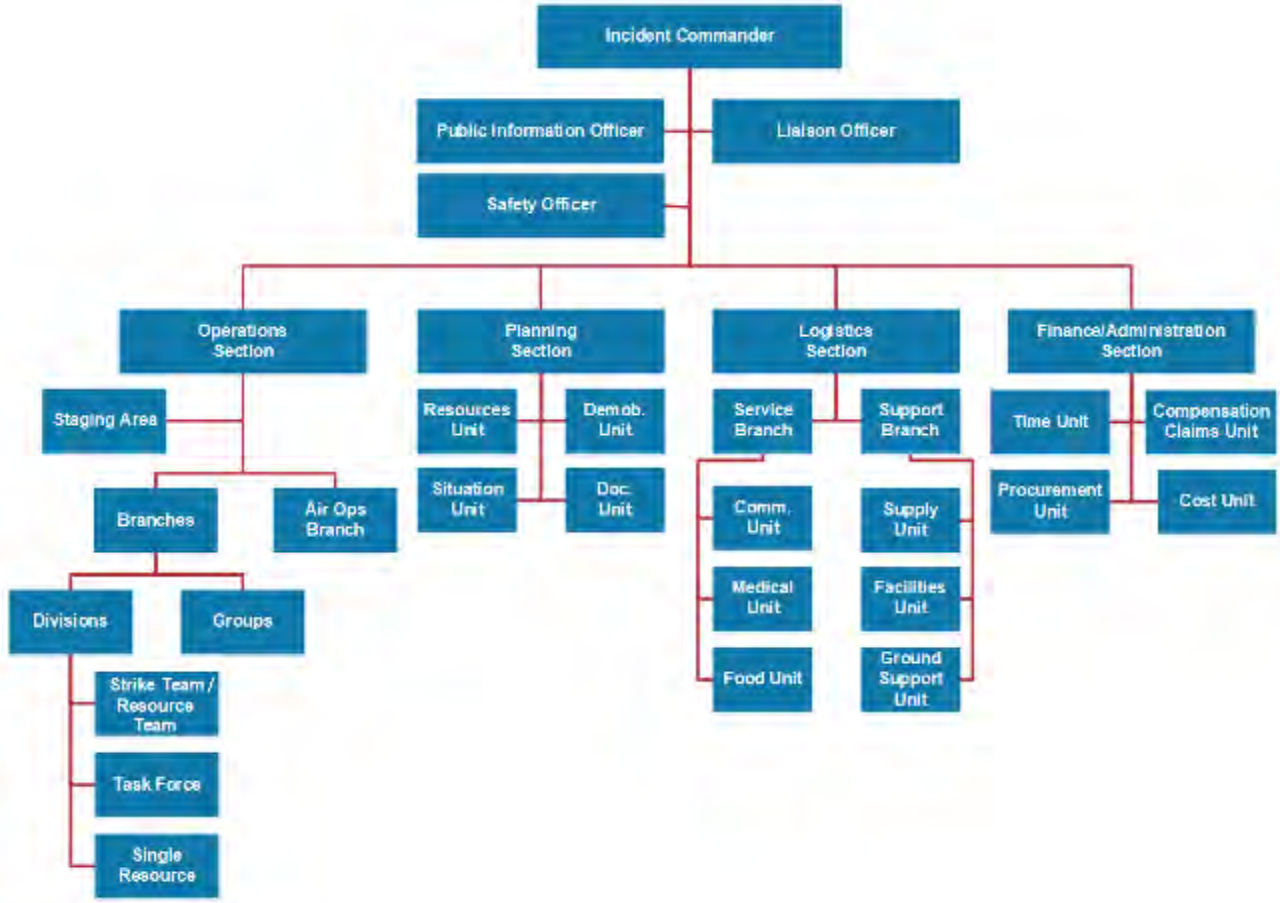
Incident Command System (ICS)

Gunnison County will adhere to the Incident Command System (ICS) per the guidelines set forth by the NIMS and Resolution 2006-17, where Gunnison County Board of County Commissioners officially adopted the National Incident Management System. Incident Management falls to the on-scene Incident Commander (IC), as defined by NIMS and the Incident Command System (ICS), and the IC will be responsible for directing the command and control of activities at the incident site. The initial Incident Command/Unified Command at an incident site will be from the service having primary jurisdiction (police, fire, EMS, etc). As an incident expands, the primary jurisdiction may change. If jurisdictional boundaries become unclear or in the event of an incident that crosses multiple jurisdictions/agencies, a Unified Command team should be formed. An Incident Commander may also be designated by a Delegation of Authority, particularly if an Incident Management Team (IMT) is supporting the incident. Incident Command will coordinate with the Emergency Manager as much as possible so agency coordination can occur and updates can be provided to elected officials, DHSEM, and other agencies.

The management of incidents will start in the field. If appropriate, an Incident Command Post (ICP) will be established, and the incident scene may be expanded to suit the needs of the event. As the incident expands and resource requirements escalate, the Gunnison County EOC may open and provide support to the ICP. When an incident occurs within the County, notification will occur via standard dispatching procedures.

The figure below shows a full Incident Command organizational chart. This assumes all ICS positions are activated. ICS is meant to be adaptable to the incident, so every incident will not have every ICS position staffed.

Figure 2: Full ICS Organizational Chart



Gunnison County Emergency Operations Center (EOC)

The EOC is the physical location at which the coordination of information and resources to support incident command (on-scene operations) activities normally takes place. The EOC is the primary area where consequence management and coordination activities are conducted. Primary purposes of activating the EOC include:

- Support the incident and Incident Command
- Support Gunnison Dispatch
- Public warning/notification
- Consequence management
- Inform (situational awareness) local policy makers and jurisdictional administrators
- At direction of IC and/or county leadership, assist with public information dissemination

EOC activation may be requested by:

- Incident Commander (includes initial IC, first responder on scene)
- Chief appointed official, law enforcement officer, or fire officer of affected jurisdiction
- Gunnison Regional Communications Center (Director or on-duty Communications Officer)
- Emergency Manager or Deputy Emergency Manager

When the decision is made to activate the EOC, the Emergency Manager or their designee will send out a notification via the ReadyOp notification system to the agency representatives needed for that level of

activation. The notification should include a brief synopsis of the emergency, the reporting location, a reporting time, and required equipment.

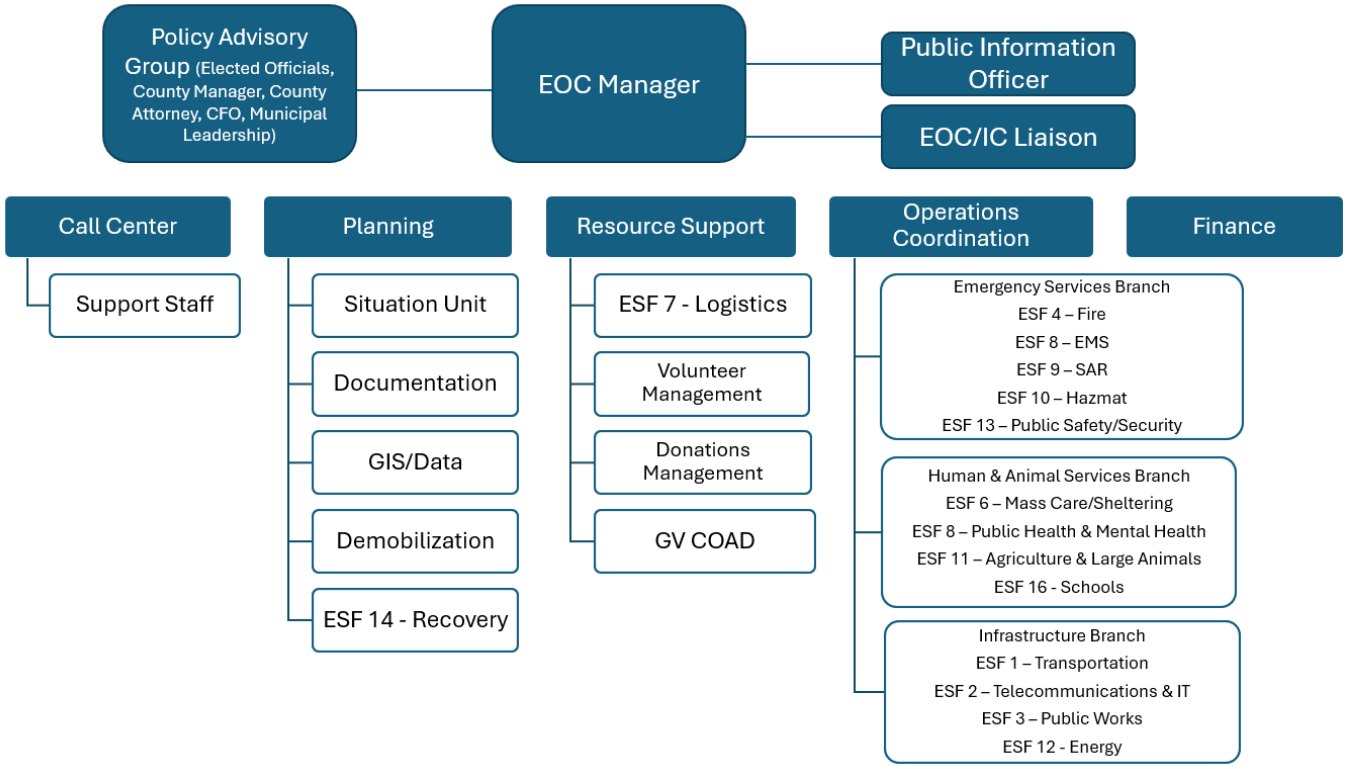
The EOC may be partially or fully activated depending on the needs of the incident. The level of activation for the EOC may change as the situation progresses. The table below describes the different EOC activation levels.

Table 5: EOC Activation Levels

Level	Description	Staffing
4 – Routine Operations	Operational readiness is maintained by the OEM through monitoring of daily incidents and assessing potential threats and hazards to the county and resources. There is ongoing coordination with agencies, review and updating of plans, training and maintenance of the facility, and software and hardware necessary for an EOC activation. This includes maintaining computers, software, radios and other technology and plans required when the EOC is activated.	Emergency Manager & Deputy Emergency Manager
3 - Monitoring	EOC may be activated in a low level to support Incident Command. OEM may monitor from their office, or in the EOC. Command will meet and discuss a situation or threat that has or is likely to develop and requires monitoring and coordination between jurisdictions and/or agencies.	Emergency Manager & Deputy Emergency Manager, policy group
2 – Partial Activation	An emergency, threat, or natural disaster has developed or is developing that requires additional support from local, county, regional, state, and possibly federal agencies through ESFs and the community lifelines.	Emergency Management, C&G EOC positions, some ESFs, policy group
1 – Full Activation	County is facing a significant emergency or natural disaster with a threat to lives, personal property, and/or infrastructure. Coordination with multiple jurisdictions, ESFs, and ordering of resources is necessary and may involve coordination with an Incident Management Team (IMT) or Command Post, and requests from state and federal agencies.	All EOC and ESF positions staffed, policy group, liaisons from state and federal agencies

The EOC will organize using the principles of ICS and integrate activated Emergency Support Functions (ESFs) into that structure. The figure below shows a fully activated EOC organizational chart. Not every incident will require all EOC positions to be activated or staffed.

Figure 3: Full EOC Organizational Chart



Gunnison Regional Communications Center

The Gunnison Regional Communications Center (GRCC) serves as the 9-1-1 (Public Safety Answering point (PSAP)) and dispatch center for public safety agencies based in Gunnison and Hinsdale Counties. The GRCC's responsibilities during an incident include (but are not limited to):

- Activating notifications for appropriate first responders
- In coordination with Emergency Management or the EOC, alerting public with important messages (i.e., evacuation notifications)
- Maintaining communication with the IC
- Conducting single point ordering through dispatch until ordering responsibilities are moved to the EOC
- Relaying critical information to responders
- Facilitating communications with mutual aid and other dispatch centers
- Additional communication needs, as required.

During more complex incidents, some of the GRCC responsibilities will be transferred to the EOC. Examples include, public alert and warning, resource ordering, and establishing a call center to alleviate public call volume to dispatch.

Multi-Agency Coordination Group

The Gunnison Valley Multi-Agency Coordination (MAC) group is comprised of all first response agencies (Dispatch, Law, Fire, EMS, Public Works, Public Health, SAR, etc.), support agencies/organizations, utilities (Electrical, Water, Wastewater, Natural Gas, Propane), education, economic, health and well-being organizations in the valley. The purpose of the MAC group is information sharing, incident, training, exercise, and project updates amongst the members, which meets on a bi-monthly basis. The MAC group has no authority in terms of policy decisions, though can provide guidance to policy makers.

During significant incidents, the MAC group is utilized as an information conduit, and is also a source of additional resources. Members of the MAC group may also fill positions in the EOC.

Policy Group

The Gunnison County Policy Group stands up during an incident activation and consists of the current agency administrators, or designated appointees. The Policy Group is responsible for providing policy guidance the EOC and other incident personnel, supporting resource prioritization and allocation, and enabling decision-making among elected and appointed officials and/or senior executives. It is important to note that in Gunnison County, the Policy Group is separate from the MAC group.

Control of Response Assets

Individual agencies/jurisdictions own their own response assets separate from Gunnison County and can relocate and direct their personnel and equipment assets during an emergency. Once assets are on-scene or have arrived at their assigned site, the Incident Commander, or other site lead, will assume responsibility for those assets. Gunnison County follows ICS standards including roles and responsibilities and reporting structure during an activation. Field-level responders coordinate with the appropriate point of contact for requesting, acquiring, and allocating resources and information. Appropriate documentation is completed for all tactical assets to ensure the appropriate use and return of assets once an incident has concluded. The use of any type of resource, whether the resource is being provided to or provided by Gunnison County, is updated and documented by the Logistics section. Section 14 goes into more detail about incident resource management, as well as the Gunnison County Resource Mobilization Plan.

Section 10: Information Collection, Analysis, and Dissemination

Information collection, analysis, and dissemination is a critical task of the Gunnison County EOC during an incident. Information is collected from the field through a variety of methods for incident planning, decision making, and situational awareness.

10.1: Critical Incident Information

The following critical incident information is required to be reported to the CO DHSEM. The EOC will report the following information to the DHSEM Field Manager:

- Any incident or event that could receive significant state or national attention, to include the death of a first responder.
- Any incident related deaths or injuries within the population that could exceed local capacity.
- Any extended closure of four (4) hours or greater of major highways, airports, or railways that creates a significant response or supply chain disruption.
- Any incident related evacuation, food, water, and/or sheltering requirements that could exceed the local capacity.
- Any developing situation that threatens the stability of local or state Community Lifelines.
- Any imminent threats to critical infrastructure.

Additional critical information that the EOC collects may include:

- Situation updates/updates to the operational environment.
- Any potential for evacuation.
- Instructions for the public.
- Life safety issues.
- Resource needs.
- Environmental or historical resource concerns.
- Updates, needs, and gaps from stakeholders.

10.2: Information Collection and Reporting

Information may be collected and reported through a variety of methods. Common methods include:

- Field responders
- Dispatch
- ESF leads
- National Weather Service for weather related updates
- Incident Action Plans (IAP)
- Newspaper, television, radio, and other forms of public media
- Social media
- Stakeholder meetings

If the Situation Unit is staffed, they are responsible for collecting incident information. If the Situation Unit is not staffed, this responsibility falls to the Planning Section Chief, and if that position is not staffed it is the responsibility of the EOC Manager. It is important to verify information, particularly information that comes from external sources such as social media. This can be accomplished by meeting with Incident Command, dispatch, ESF leads, or other relevant stakeholders that will have verified information.

10.3: Information Analysis

Information may be further analyzed through resources such as GIS. Information collected is utilized to determine open needs, and a task list should be created based on these needs. The task list should be organized by a description of the task, priority of the task, who is responsible for the task, and a timeline for completing the task. The task list may also be used for work assignments in an Incident Support Plan (ISP) or Incident Action Plan (IAP). This ensures information collected that requires action is documented and a plan is in place for closing any gaps.

10.4 Information Sharing

It is the responsibility of the Situation Unit/Planning Section Chief/EOC Manager to determine how and who to distribute information. Stakeholder distribution lists should be maintained throughout the incident and utilized to share certain information with certain groups. WebEOC should be utilized to share information with CO DHSEM and regional emergency managers. Information may be shared through a variety of methods. Primary methods may include:

- Situation Reports shared through stakeholder distribution lists and WebEOC. Situation reports should include an overview of the situation, community lifeline impacts, EOC and ESF report outs, agencies/resources involved, assistance anticipated, deaths/injuries, damages, evacuation status, future threats, and contact information. A template is available on the Gunnison County EOC Microsoft Team.
- EOC Coordination Calls – coordinated calls with impacted stakeholders that include a situation update and updates, needs, and gaps from EOC and ESF staff, as well as time for questions from stakeholders.
- EOC Briefs – quick report outs from EOC staff only.
- Incident Support Plans (ISP) – The ISP describes the plan for the next operational period in the EOC. An ISP template is available on the Gunnison County EOC Microsoft Team.
- Incident Action Plans (IAP) – The IAP describes the plan for the next operational period for Incident Command or the IMT. ICS forms for an IAP are available on the Gunnison County EOC Microsoft Team.
- Policy Group coordination meetings.
- Informal phone calls, email, and text messages utilized as needed.

10.5 Public Information Sharing

A Public Information Officer (PIO) should be established for the incident. Prior to a PIO being established, the EOC Manager is responsible for publishing information to the public. For larger or multi-jurisdictional incidents, a Joint Information Center (JIC) should be established with impacted organizations for coordinated public information sharing. For public information, information gathered should be vetted through the EOC Manager or Incident Commander and disseminated through the following methods, as dictated by the incident:

- Gunnison County website
- Gunnison County Notify Me emails
- Gunnison County social media pages (Facebook and Twitter)
- Incident specific social media pages (if applicable)
- Radio
- Newspaper
- Sandwich boards/traplines in key locations across the County
- Public Meetings/Town Halls

Public Alert and Warning

Public Alert and Warning messages, such as alerts sent through Gunnison Regional Alerts or the Integrated Public Alert and Warning System (IPAWS), should be utilized for critical life safety alerts to the public, such as evacuation notices or shelter in place notices, or significant incidents. Gunnison Regional Alerts may be sent by the Emergency Manager, Deputy Emergency Manager, GRCC Executive Director, and GRCC Dispatch Supervisors. IPAWS alerts may only be sent by the Emergency Manager and Deputy Emergency Manager. See the Alert and Warning Plan and Gunnison Regional Alerts Job Aids for more details on public alert and warning.

Section 11: Incident Communications

11.1: Communications Summary

The Gunnison Regional Communications Center (GRCC) serves as the 9-1-1 (Public Safety Answering point (PSAP)) and dispatch center for public safety agencies based in Gunnison and Hinsdale Counties. The GRCC is the primary agency responsible for coordinating incident communications within the response agencies.

The State of Colorado, as well as Gunnison County, uses the Colorado Digital Trunked Radio System (DTRS) as the primary command and control radio system for daily operations as well as disasters. DTRS uses radios on the 800 MHZ. Gunnison County uses different talkgroups on the DTR system to communicate with different disciplines and agencies within the county, regionally, and in the state. This includes mutual talkgroups licensed to agencies within the county, the West Region, and the state.

Routine operations will remain on the user's Primary Radio Channel. In the event an incident requires more than one agency type (i.e. EMS, fire, SAR) an incident channel or talk group should be used. As an incident grows, regional or statewide MAC channels may be use for communications between Gunnison County and regional partners involved in the incident, as well as from Gunnison County to the state. ICS forms 205 and 205a may be utilized to create a communication plan specific to the incident.

In addition to radios, all forms of communication may be used during an incident, to include phone, email, text, etc.

The GRCC Field User Guide details local radio communication procedures.

The West Region Tactical Interoperable Communications Plan describes communications between the West Region counties.

11.2 Tactical Interoperable Communications Plan

A Tactical Interoperability Communications Plan (TICP) is a guide that documents the interoperable communications structure, assets, and policies and procedures for a given jurisdiction/agency/organization/other entity. Gunnison County maintains a separate TICP with the West All Hazards Region (Gunnison, Hinsdale, Montrose, Delta, Ouray, and San Miguel Counties) that includes all the interoperability communications resources available within each county, identifies who controls each resource, and the use of operational procedures that exist for activation and deactivation of the identified resources. The TICP reviews interoperability at a regional level. The TICP is available on the West All Hazards Region Google Drive.

Section 12: Administration

12.1: Employee Reassignment

During a declared disaster, employees may be reassigned from their day-to-day duties to assist with the disaster response. Gunnison County resolution 2024-20 outlines this authority in Section E, Effects of Declaration of Emergency, giving the County Manager authority to redeploy Gunnison County personnel or equipment from normal job duties to assist in emergency response.

12.2: Worker's Compensation

Employee wellbeing is a top priority for Gunnison County. Workers' compensation claims are to be administered according to the Gunnison County Employee Handbook. Department administration will coordinate with Human Resources to manage incidents. If incidents arise requiring a change in policy or procedure those will be coordinated by Gunnison County Human Resources and communicated to the EOC.

12.3: Timekeeping

Tracking employee time spent on emergency operations is an important aspect of determining disaster costs and opportunities for reimbursement. For accurate timekeeping, a unique code should be created by Gunnison County Finance where all straight time and overtime spent working on the disaster should be coded on the employee's timesheet. A timekeeping software called Paylocity is used to maintain accurate records. This software automatically sends records to the finance and administration department when completed. If, for some reason, this timekeeping software cannot be used, employees are instructed to maintain their records using Gunnison County's Microsoft Excel based paper timesheets and then send their records to Gunnison County Finance department. Additionally, all personnel working on the incident will complete an ICS 214 detailing their hours worked and significant tasks completed for each operational period. ICS 214s should be turned into the documentation unit at the end of each operational period.

More detail on Gunnison County's timekeeping policy can be found in the Gunnison County Employee Handbook.

12.4: Records Documentation and Retention

It is essential to maintain documentation records throughout an incident and incident recovery. Documentation is a critical part of potential reimbursement, as well as to utilize as lessons learned from the incident for future incidents. The Gunnison County EOC maintains an EOC Microsoft Team where all resources related to incident management are maintained. For incidents, there is a folder named "Incidents" where a new folder for each new incident should be created. All incident related documentation should be maintained in that folder. The EOC Plans Section (specifically the documentation unit if staffed) is responsible for maintaining and organizing incident documentation within this folder. If staff cannot access Teams, they should email documents to the Plans section to upload into the incident folder. Hard copies of incident documents should be scanned and uploaded into the incident folder.

For records retention, incident folders should not be deleted. Paper copies may be kept as a backup, but are not required.

12.5 Volunteer Management

Volunteer management falls under the Resource Support section in the EOC. If a volunteer manager is not identified, the Resource Support Section Chief or EOC Manager is responsible for managing volunteers. All volunteers must be vetted by Gunnison County prior to working on the incident.

Volunteers must complete an ICS 214 for each operational period they work to ensure accurate documentation and timekeeping.

12.6: After Action Reporting

Both exercises and real-world incidents/use of the County EOP should be followed by a written After Action Report (AAR). AARs should at a minimum document:

- An overview of the situation and the activities that took place
- Successes
- Any areas for improvement
- An improvement plan with individual/office/agency assignments

AARs are typically coordinated and written by Gunnison County Emergency Management, but any agency may take the lead. The AAR should be saved in the incident folder with the incident documentation. AARs should be reviewed prior to any exercise to ensure that any previous issues are recognized and corrected as successfully as possible.

Section 13: Finance

13.1: Emergency Spending, Procurement, and Contracting

Authorities

Gunnison County resolution 2024-20 allows the County Manager an increase in contracting authority to $350,000 when a disaster is declared. Otherwise, standard operating policies and procedures for spending, procurement, and contracting need to be followed.

Processes

As part of the Resource Support section, ESF 7 – Logistics is responsible for the procurement of any resources that are needed for an emergency response. Generally, the resource request and ordering process follows the following steps:

1. Request assigned to ESF 7 through a 213rr.
2. Request reviewed and validated by ESF 7.
3. Contract or other vender that can supply needed resources identified and ordered by ESF 7.
4. Resource received and delivered to requester by ESF 7.
5. Payment reconciled by ESF 7.
6. ESF 7 must save all receipts and submit to Gunnison County Finance (or Finance Section Chief).

Gunnison County utilizes any existing County contracts first to make purchases or secure services. If such a contract is not available, ESF 7 can work with the EOC Manager to use an Emergency Purchase Authorization to procure the necessary resources provided it is in accordance with Gunnison County procurement guidance.

Emergency Contracting

Emergency and post-disaster contracts will be managed by the contracting department, in conjunction with the Gunnison County Finance department. Allowing emergency contracting during and after an incident is an important way to avoid lengthy contract bidding processes and speed up response and recovery efforts; however, it should be carefully managed in order to prevent the jurisdiction and its residents from being taken advantage of by contractors. Gunnison County does not have specific emergency contracting procedures, but institutes emergency contracting based on the incident. Specifics may be listed in the Disaster Declaration, or other authorities in accordance with Resolution 2024-20.

13.2: Land-Use Agreements

Emergency incidents such as a wildland fire or flood may require local, state, or federal agency access to Gunnison County owned land, facilities and/or equipment to support response and recovery operations. This may be for direct access to perform emergency operations or incident support such as staging area locations, command centers, or recovery centers. During these situations Gunnison County will utilize Land Use and Facility Rental Agreements, commonly referred to as Land Use Agreements as a streamlined and simplified method for acquisition procedures. The Gunnison County EOC will work with County Administration to enter into these agreements. Agreements must be negotiated and signed. Rental requirements are usually short term, for an undefined period, and open only during the length of the incident. However, facilities and land use agreements can be negotiated in advance.

13.3: Tracking Incident Costs

All incident ordering should be done through a single point, ESF 7 Logistics. All orders should be associated with a 213rr. A specific cost code will be set up by Gunnison County Finance that all incident costs should be coded to. ESF 7 will keep all receipts and submit them to Gunnison County Finance. For personnel time, all personnel on the incident will charge their straight time and overtime worked on the

incident to the established cost code on their timesheet and submit to Finance. Gunnison County Finance is responsible for calculating and reporting incident costs. It is important to note Gunnison County is responsible for tracking incident costs related to Gunnison County expenditures. External agencies and IMTs working on the incident will need to establish their own procedures for tracking their costs related to the incident. For total incident cost, costs from all involved agencies/entities will need to be added together.

13.4: Reimbursement

Reimbursement for incident related costs is not guaranteed, but should always be planned for. Reimbursable costs may include (but are not limited to), resource orders, contractors/vendors, food for staff, and staff overtime. Staff straight time may not be reimbursable. Gunnison County Finance is responsible for disaster related reimbursement. The Finance department will track costs through the methods listed above. The EOC may assist in providing other incident related documentation for reimbursement (such as 214s, IAPs, etc.). Reimbursement procedures will be dependent on the agency providing reimbursement and the incident specific situation. Gunnison County will work closely with the agency providing reimbursement to facilitate the process.

13.5: Financial Records Retention

Incident financial records are maintained in accordance with the Gunnison County Finance department's established policies and procedures for purchase card statements, timesheets, and vouchers. If the incident qualifies for reimbursement, reimbursement documentation should be saved with the rest of the incident documentation in the appropriate folder on the EOC Team.

Section 14: Resource Management/Logistics

14.1: Mutual Aid Agreements (MAAs) and Regional Aid Agreements (RAAs)

An MAA is a written agreement between offices and/or jurisdictions in which they agree to assist one another, upon request, by furnishing personnel and/or equipment in an emergency. There may be a time and cost consideration for resources. It is only after a jurisdiction identifies that the event will exceed their capacity that mutual aid resources are requested. Once local emergency response resources are exhausted or if county does not possess the needed capabilities, then state and federal resources can be requested. Gunnison County MAAs are created with input from the parties involved. The agreements are reviewed and refined with input from the County Attorney's Office, and then signed by all parties. MAAs should be updated as necessary.

Individual first response agencies should maintain their own MAAs with other response agencies. For example, fire departments may maintain their own MAAs with other fire departments that do not need to go through Gunnison County or Gunnison County's processes.

14.2: Resource Gaps

Gunnison County does not have an extensive list of resources, especially specialized resources that may be needed in certain emergencies or disasters. Gunnison County identified resource gaps as part of the 2021 Colorado Emergency Preparedness Assessment (CEPA). Examples of resources that the County does not have and will have to be requested from neighboring agencies through mutual aid or other means include but are not limited to: SWAT and Bomb Squad teams, specialized subject matter such as hazardous materials, epidemiologists, water engineers, leak detection equipment, etc. A large-scale disaster may quickly overwhelm resources available in the County, such as ambulances and hospital capacity during a widespread medical emergency. Additionally, the resource gap may be personnel to maintain multiple operational periods during an incident. Gunnison County continues to work to minimize identified resource gaps.

14.3: Resource Ordering, Tracking, and Demobilization

Resource orders are initially made through the GRCC or Montrose Interagency Dispatch (MID) depending on the incident. If the EOC is activated, resource orders will be made through the EOC. ESF-7 – Logistics is responsible for resource ordering. Resource orders may come from a variety of sources, such as the Incident Commander, EOC Manager, or ESF Leads. However, all ordering should come from ESF-7 for a single point of ordering. All resource orders should be documented on a 213rr.

Sourcing resources should start local, utilizing existing County resources, and then MAAs with regional agencies and private or non-profit organizations. If a resource cannot be filled locally, a 213rr should be placed in WebEOC for the resource order to go up to the State EOC.

Resource orders should be tracked on a spreadsheet located in the designated incident folder. The spreadsheet should contain requester information, resource details, delivery details, supplier details, payment details, logistics tracking details, and demobilization details. A template is included in the EOC Microsoft Team. All resource orders should be tracked through demobilization.

See the Resource Mobilization Plan for further detail on ordering resources during a disaster in Gunnison County.

14.4: Specialized Resources

As an incident is developing and if the Incident Commander determines specialized resources or resources that exceed the capabilities of those in the County are needed to ensure a safe and effective response, resource gaps should be communicated to agency administrators to discuss the financial

costs of resource orders. If the resource(s) are needed and authorized, the requesting agency should follow the procedures outlined in this plan as well as the Resource Mobilization Plan.

An important planning and response consideration for all agencies is that no county, special district, or even the state has every resource that may be needed to respond to all emergencies and disasters.

Section 15: Plan Development and Maintenance

15.1: EOP Coordination

Gunnison County Emergency Management has the ultimate responsibility for maintaining, updating, and distributing the EOP. The Gunnison County Emergency Manager has the authority to review and approve any proposed changes to the EOP. The EOP will be promulgated by the Gunnison County BoCC every three years. The reviews, revisions, updates, and changes made to the plan will begin with Gunnison County Emergency Management, who will then elevate the plan as needed if signatures are required for the changes to the plan. If any changes need to be made to the plan that originate outside of Emergency Management, the need for updates will be communicated to the appropriate department or organization to ensure version control and accountability. Emergency Management may also utilize the MAC group to ensure whole community participation in the EOP planning process.

Updates and changes to annexes or other plans that are connected or included in the EOP will also be communicated with the appropriate department or organization to ensure all plans and annexes associated with the EOP are kept up to date. Annexes to the EOP may be updated independently of the base plan, and do not need to be promulgated by the BoCC. In all cases, annual review of the agency EOP is encouraged.

15.2: EOP Updates

Plan maintenance includes updating and revising the plan to reflect all changes, testing the plan periodically, and ensuring that all personnel remain up to date on their roles and responsibilities as outlined in the plan. If any issues emerge, situations change, gaps become apparent, and/or requirements change, the plan must be updated to reflect these and remain usable, compliant, and up to date. This Gunnison County EOP will be reviewed annually, after any tests or exercises, following any changes in requirements, and/or after actual incidents, as necessary.

EOP Reviews and Updates

This EOP is continuously monitored and evaluated for its effectiveness, and will be updated after the following:

- When lessons learned from real-world incidents or exercises are reviewed and impact the EOP.
- When hazard risks or risk areas change.
- When alert and warning or communications systems change.
- When governmental planning standards for the EOP are changed.
- When policies or procedures that impact the EOP are changed.

EOP Revision

The EOP will be revised (which involves a complete rewrite of the existing EOP or when substantial changes are made that result in essentially a new document) when multiple pages of the document have been updated, major portions of the document have been removed, or substantial text has been added. Additionally, the EOP should be revised and promulgated by the Gunnison County BoCC every three years.

Formal EOP Change

The EOP undergoes a formal change when portions of the document have been updated with specific changes on a limited number of pages. These types of changes will be numbered for identification, and any holders of the document will be issued the changes with a memorandum of the changes that were made. The memorandum should instruct the holder of the document on where to insert the new pages and what pages to remove from the existing EOP. The holder of the document should then note the

changes on the record of changes in the EOP. A change of this type does not alter the original document date and does not need a new signature.

15.3: Training and Exercises

Anyone who plays a role in implementing the EOP should be appropriately trained on the plan and understand their role in supporting emergency response operations. Gunnison County exercises its EOP annually; however, real world events that result in activations may be substituted for an exercise if deemed appropriate.

Departments, offices, and other organizations with authorities identified in the plan are encouraged to conduct their own exercises and training sessions. Staff participation in periodic exercises provides the best opportunities for refining plans and procedures in preparation for actual disaster and emergency events.

Section 16: Laws, Authorities, and References

16.1: Legal Basis of Emergency Operations and Activities

Legal authority to maintain a jurisdictional emergency management program is found in the Colorado Revised Statutes Title 24, Article 33.5, Part 707 (1), (2) which states, “Each political subdivision is within the jurisdiction of and served…by a local or interjurisdictional emergency management agency responsible for the coordination of disaster preparedness, prevention, mitigation, response, and recovery. Each county shall maintain an emergency management agency.” Gunnison County Resolution 1988-10 establishes the Emergency Management Program for the County. Colorado Revised Statutes Title 24, Article 33.5, Part 707 (8) requires the County to develop and maintain a countywide EOP. It states that “Each local and interjurisdictional emergency management agency shall prepare and keep current a locally defined or interjurisdictional emergency management plan for its area, including provisions for the preparation, prevention, mitigation, response, and recovery from emergencies and disasters. Gunnison County has an all-hazards plan that encourages a cooperative relationship between all local, state, and federal agencies, and boards, and organizations that have an emergency management function. Additionally, Gunnison County resolution 2024-20 outlines disaster and emergency procedures for Gunnison County.

16.2: Continuity of Operations

All Gunnison County departments are required to have an approved Continuity of Operations Plans (COOPs) in place, on which staff have been oriented and trained. Department COOPs outline lines of succession, essential services that need to be maintained during an emergency, essential software/equipment, and alternative facilities to carry out essential operations.

Additionally, Gunnison County resolution 2024-20 outlines lines of succession and their authorities for the BoCC and the County Manager during an emergency.

16.3: Plan Acronyms

AFPD Arrowhead Fire Protection District

AOP Annual Operating Plan (State/County Sheriff Wildfire Agreement)

BIA Bureau of Indian Affairs

BLM Bureau of Land Management

CBFPD Crested Butte Fire Protection Dist.

CHIRRP Colorado Hazard and Incident Response and Recovery Plan (State EOP)

CDPHE Colorado Dept. of Health and Environment

CDPW Colorado Dept. of Parks and Wildlife

COG Continuity of Government

COOP Continuity of Operations Plan

CDOT Colorado Dept. of Transportation

CSP Colorado State Patrol

DFPC Colorado Division of Fire Prevention and Control

DHSEM Colorado Division of Homeland Security and Emergency Management

DMORT Disaster Operational Mortuary Response Team

DTRS Digital Trunked Radio System

E-911 Enhanced 9-1-1 System

EAS/EAN Emergency Alert System/Emergency Alert Network

EAP Emergency Action Plan

EMS Emergency Medical Services

EOC Emergency Operations Center

EOP Emergency Operations Plan

FBO Flight Based Operation at Airport for General Aviation. Managed by AvFlight Inc.

GIS Gunnison County Geographical Information Service

GRCC Gunnison Regional Communications Center (Dispatch)

GVFD Gunnison Volunteer Fire Dept.

GVH Gunnison Valley Hospital

IAP Incident Action Plan

IC Incident Command or Commander

ICP Incident Command Post

ICS Incident Command System

IGA Inter-Governmental Agreement

ISP Incident Support Plan

IT Information Technology

JIC Joint Information Center

MAA Mutual Aid Agreement

MAC Mutual Aid Channel or Multi-Agency Coordination (depending on context)

MACC Multi-Agency Coordination Center

MCI Mass Casualty Incident

MOU Memorandum of Understanding

MSAG Master Street Address Guide

NIMS National Incident Management System

NPS National Park Service

NRCS National Resource Conservation Service

OEM Gunnison County Office of Emergency Management

PIO Public Information Officer

RTA Rural Transportation Authority

SAR Search and Rescue

SEOC State of Colorado Emergency Operations Center

SOP Standard Operating Procedures

UC Unified Command (ICS)

USFS United States Forest Service

Section 17: Federal, State, and Local Laws, Authorities, and References

17.1: Federal

- Comprehensive Preparedness Guide (CPG) 101 V3
- Emergency Planning and Community Right-to-Know Act of 1986 (Superfund Amendments and Reauthorization Act (SARA) Title III)
- Americans with Disabilities Act (ADA)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act)
- Post-Katrina Emergency Management Reform Act (PKEMRA)
- National Planning Framework
- Homeland Security Presidential Directive 5 (HSPD 5), Management of Domestic Incidents
- The Pets Evacuation and Transportation Standards Act of 2006 (PETS Act)
- Presidential Directive Policy 8 (PPD-8), National Preparedness Goal
- “Plain Language” Guidance
- Homeland Security Act of 2002

17.2: State of Colorado

- Colorado Disaster Emergency Act (CRS 24-33.5-700 Series)
- Colorado Emergency Operations Plan (EOP)
- Sheriff Authority for Forest Fires (CRS 30-10-513.5)
- Hazardous Substance Incidents (CRS 29-22-101)

17.3: Local Resolutions

- 1988-10; Established the Emergency Management program and director position.
- 1989-31; Adopted the flood damage prevention resolution for the County.
- 1994-15; Entered Gunnison County into the Regional Emergency Planning Committee with Delta, Montrose, San Miguel, Ouray, and Hinsdale Counties.
- 2006-17; Adopted NIMS/ICS as the basis for all incident management in the County.
- 2008-15; Established Gunnison County emergency and disaster management and procedures.
- 2024-20; Amending Gunnison County Emergency and Disaster Management and Procedures (supersedes Resolution Numbers 2015-2, 2017-19, 2020-11, and 2022-32.
- 2021-28 Adoption of revised Gunnison County EOP.
- 2009-18: Establishing SB-194 for GCPHA.
- 2009-139: Establishing the Multicultural Resource Office in the Role of Local Health Disparities Coordinator; providing representation to minority residents of Gunnison County.
- The Gunnison Watershed School District Board of Education is the authority for the Gunnison Watershed School District (RE1-J) and provides direction, oversight, and guidance to Gunnison Watershed School District staff and leadership.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution Opting Out of Adopting Graywater Regula

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

HB24-1362 requires either opting out of graywater regulations and use OR to adopt and implement a graywater control program.

Fiscal Impact:

Submitted by: Crystal Lambert **Submitter's Email Address:** clambert@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 11/18/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 11/18/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/27/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 12/17/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Gunnison County Community & Economic Development Department
Phone: (970) 641-0360
Email: planning@gunnisoncounty.org
Website: www.GunnisonCounty.org

November 13, 2024

TO: Board of County Commissioners

FROM: Crystal Lambert, Building & Environmental Health Official

SUBJECT: HB24-1362 and Regulation 86 Graywater Control (5 CCR 1002-86)

On May 29, 2024, governor signed HB24-1362 for graywater, essentially reversing the option for a local county or municipality to have a graywater program from “opt-in” to “opt-out”. The use of graywater is authorized statewide unless a municipality or county passes a resolution or ordinance prohibiting graywater use. However, the state statute and Graywater Control Regulation 86 (Attachment A) still requires local governments to adopt an ordinance or resolution to comply with and enforce requirements in Regulation 86.

In short, if Gunnison County does not opt-out (prohibiting graywater) then it is required to adopt and implement Regulation 86 by January 14, 2025.

Graywater is expected to carry human pathogens with various risk levels and pathways that have the potential to be dangerous to public health and an oversight program to administer Regulation 86 is required and would include review and permitting, inspection, and enforcement. Additionally, Regulation 86 is complicated and would take staff time and resources for training, program development, and administration planning. The following are important details about the graywater control regulations:

1. Graywater sources are limited to discharges from bathroom and laundry room sinks, bathtubs, showers, and laundry machines. Graywater does not include the wastewater from toilets, urinals, kitchen sinks, dishwashers, or nonlaundry utility sinks.
2. End uses of graywater are limited to indoor toilet and urinal flushing and outdoor, subsurface irrigation within the confines of the legal property boundary, and in certain cases water storage cisterns for fire protection.
3. Requires cooperation with the State plumbing inspectors. All designs need to meet the requirements of the Colorado Plumbing Code.
4. Graywater for toilet and urinal flushing must be dyed either blue or green.
5. Each graywater system requires an operation and maintenance program.
6. Graywater systems cannot be used as a factor to reduce the design, capacity or soil treatment area requirements for OWTS designs.

Staff recommends that the Board “opt-out” of adoption of Regulation 86 by passing a Resolution prohibiting the use graywater. The Board can consider adoption of Regulation 86 at any time in the future and can direct staff to investigate the potential community benefits, resources and time that would be required for implementation of graywater control regulations.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 24-___

A RESOLUTION OPTING OUT OF ADOPTING GRAYWATER REGULATIONS

WHEREAS, on May 16, 2024, the Colorado General Assembly passed House Bill 24-1362 which requires that a Board of County Commissioners either pass a Resolution authorizing the use of graywater in compliance Colorado Revised Statute Section 25-8-205 (1)(g) and rules adopted pursuant to Colorado Revised Statute Section 25-8-205 (1)(g) or pass a Resolution prohibiting the installation of graywater treatment works, as defined in Colorado Revised Statute Section 25-8-103 (8.4), and the use of all graywater or prohibiting one or more categories of graywater use that the Water Quality Control Commission establishes in rules adopted pursuant to Colorado Revised Statute Section 25-8-205 (1)(g); and

WHEREAS, the Colorado Governor signed House Bill 24-1362 into law on May 29, 2024; and

WHEREAS, the rules promulgated pursuant to Colorado Revised Statute Section 25-8-205 (1)(g) is Regulation No. 86 Graywater Control Regulation, 5 CCR 1002-86, which has an effective date of January 14, 2024; and

WHEREAS, Regulation No. 86 Graywater Control is complicated and limiting on the sources and uses of graywater and implementation would require the development of an oversight program including permitting, inspection, and enforcement; and

WHEREAS, pursuant to Colorado Revised Statute Section 30-11-17 (1)(kk), the Board has the authority to adopt a resolution prohibiting the installation of graywater treatment works, as defined in Colorado Revised Statute Section 25-8-103 (8.4), and the use of all graywater OR prohibiting one or more categories of graywater use that the water quality control commission establishes in rules adopted pursuant to Colorado Revised Statute Section 25-8-205 (1)(g) OR adopt a resolution regarding the use of graywater, as defined in Colorado Revised Statute Section 25-8-103 (8.3), in compliance with any regulation adopted pursuant to Colorado Revised Statute Section 25-8-205 (1)(g), and to enforce compliance with the board's resolution; and

NOW THEREFORE, BE IT RESOLVED THAT:

1. The installation of graywater treatment works, as defined in Colorado Revised Statute Section 25-8-103, and the use of all graywater is prohibited.

2. This Resolution shall take effect immediately upon its passage and approval, and shall remain in effect unless and until repealed or amended by subsequent Resolution.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted on this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Elizabeth Smith, Vice Chairperson

By _____
Laura Puckett Daniels, Commissioner

ATTEST:

_____
Deputy County Clerk

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

Water Quality Control Commission

REGULATION NO. 86 - GRAYWATER CONTROL REGULATION

5 CCR 1002-86

[Editor's Notes follow the text of the rules at the end of this CCR Document.]

86.1 Authority

This regulation is promulgated pursuant to the Colorado Water Quality Control Act (CWQCA) sections 25-8-101 through 25-8-1008, C.R.S. In particular, it is promulgated under section 25-8-205(1)(g), C.R.S.

86.2 Purpose and Scope

A. Purpose

Graywater is expected to carry human pathogens with various risk levels and pathways that have the potential to be dangerous to public health. Therefore, the purpose of this regulation, as authorized by section 25-8-205(1)(g), is to describe requirements, prohibitions, and standards for the use of graywater for nondrinking water purposes, to encourage the use of graywater, and to protect public health and water quality.

B. Scope

This regulation establishes the allowed users and allowed uses of graywater within the state of Colorado; establishes the minimum state-wide standards for the location, design, construction, operation, installation, modification of graywater treatment works; and establishes the minimum ordinance or resolution requirements for a city, city and county, or county that chooses to authorize graywater use within its jurisdiction.

86.3 Severability

The provisions of this regulation are severable, and if any provisions or the application of the provisions to any circumstances is held invalid, the application of such provision to other circumstances, and the remainder of this regulation shall not be affected thereby.

86.4 Voluntary Local Graywater Control Programs

Each local city, city and county, or county has the discretion to decide whether to adopt any of the graywater uses along with the associated minimum design criteria and control measures set forth in this regulation.

86.5 Materials Incorporated by Reference

The materials incorporated by reference cited herein include only those versions that were in effect as of November 13, 2023 and not later amendments to the incorporated material.

All materials referenced in this regulation may be examined online, where available, or at the Water Quality Control Division, at the Colorado Department of Public Health and Environment, 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

86.6 Applicability

A. All graywater uses and graywater treatment works must comply with the minimum requirements of this regulation as set forth in a local graywater control program.

1. Graywater treatment works may only be installed and operated within the jurisdiction of a city, city and county, or county with a local graywater control program.

2. Graywater treatment works installed prior to the effective date of this regulation are only allowed under a local graywater control program and must meet the local requirements adopted pursuant to these regulations. Graywater treatment works that reuse graywater for outdoor subsurface irrigation which were approved by a local public health agency prior to May 15, 2013 and pursuant to 5 CCR 1002-43, section 43.4(J) or pursuant to 5 CCR 1003-6, section IV.J, and which are in compliance with all requirements imposed by the local public health agency, are deemed to be in compliance with the requirements of this regulation unless or until any modification to the graywater treatment works is made.

3. Approved graywater treatment works installed prior to the effective date of this regulation are deemed to be in compliance with the requirements of this regulation unless or until any modification to the graywater treatment works is made; or the local agency identifies an environmental or public health risk with the existing treatment works' historically approved design and revokes or rescinds approval. Upon revoking or rescinding approval, the local agency has up to 365 days to upgrade any existing graywater treatment works to meet the requirements of the local graywater control program's ordinance or resolution.

4. Graywater treatment works installed under a local graywater control program which is later revoked or rescinded must within 365 days:

   a. Be physically removed or permanently disconnected; or

   b. Be regulated under a limited graywater control program for existing graywater treatment works. In this case, the local city, city and county, or county must continue the limited graywater control program for the existing graywater treatment works only; or

   c. Be regulated under another jurisdiction's local graywater control program which assumes authority over the existing graywater treatment works. The existing graywater treatment works will need to comply with the new city, city and county, or county's local graywater control program, including any required graywater treatment works modifications.

5. In the event that a property with a compliant graywater treatment works is annexed or de-annexed into a jurisdiction with differing graywater requirements, the property owner must within 365 days:

   a. Ensure the graywater treatment works is physically removed or permanently disconnected; or

   b. Ensure the graywater treatment works is incorporated into another city, city and county, or county's local graywater control program. This includes conforming to the minimum requirements of the new local graywater control program and may include improving or modifying the graywater treatment works.

6. A local agency that is subject to one of the control regulations 5 CCR 1002-71 through 1002-75 must notify the control basin authority of its plan to adopt a local graywater control program prior to adopting an ordinance or resolution. The graywater control program must require that the use of graywater be in compliance with any applicable requirements in 5 CCR 1002-71 through 1002-75.

B. Graywater use is only allowed under a local graywater control program and must meet the local requirements adopted pursuant to these regulations. Unauthorized graywater use and discharges are prohibited.

C. This regulation does not apply to: discharges pursuant to a Colorado Discharge Permit System (CDPS) or National Pollution Discharge Elimination System (NPDES) permit, wastewater that has been treated and released to state waters prior to subsequent use, wastewater that has been treated and used at a domestic wastewater treatment works for landscape irrigation or process uses, on-site wastewater treatment works authorized under Regulation No. 43, reclaimed wastewater authorized under Regulation No. 84, water used in an industrial process that is internally recycled, and rainwater harvesting.

D. Local agencies have 365 days from the effective date of this regulation to update their local graywater ordinance or resolution to be at least as stringent as this regulation.

86.7 Enforcement and Division Oversight

A. The local city, city and county, or county with a local graywater control program has exclusive enforcement authority regarding compliance with the ordinance or resolution and, if applicable, rule.

B. The Colorado Water Quality Control Division oversees state-wide implementation of this regulation. As part of the state-wide implementation, a local city, city and county, or county that chooses to adopt a local graywater control program must notify the Water Quality Control Division at least 60 days prior to scheduling adoption of an ordinance or resolution. A copy of the ordinance or resolution and, if applicable, rule must be submitted to: Water Quality Control Division, Colorado Department of Public Health and Environment, 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530. All local graywater control program ordinances or resolutions must be transmitted to the division no later than five (5) business days after final adoption.

C. Any portions of the local ordinance or resolution determined by the division not to be in compliance with this regulation must be revised by the local city, city and county, or county within 180 days of written notification by the division.

86.8 Definitions

(1) "Agronomic rate" means the rate of application of nutrients to plants that is necessary to satisfy the nutritional requirements of the plants.

(2) "Agricultural irrigation" means irrigation of crops produced for direct human consumption, crops where lactating dairy animals forage, and trees that produce nuts or fruit intended for human consumption. This definition includes household gardens and fruit trees.

(3) "Backflow Contamination Event" means backflow into a public water system or potable water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.

(4) "Backflow Prevention Assembly" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.

(5) "Backflow Prevention Method" means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.

(6) "Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year. This 1-percent annual chance flood is also referred to as the 100-year flood.

(7) "Base Flood Elevation (BFE)" - The elevation shown on a FEMA Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

(8) "Closed sewerage system" means either a permitted domestic wastewater treatment works, which includes a permitted and properly functioning OWTS with a design capacity more than 2,000 gallons per day (gpd), or a properly functioning and approved or permitted OWTS with a design capacity of 2,000 gpd or less.

(9) "Commission" means the Water Quality Control Commission created by section 25-8-201, C.R.S.

(10) "Component" means a subpart of a graywater treatment works which may include multiple devices.

(11) "Cross-Connection" means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer's water system into a public water system's distribution system or any other part of the public water system through backflow.

(12) "Design" means the process of selecting and documenting in writing the size, calculations, site specific data, location, equipment specification and configuration of treatment components that match site characteristics and facility use.

(13) "Design flow" means the estimated volume of graywater per unit of time for which a component or graywater treatment works is designed.

(14) "Dispersed subsurface irrigation" means a subsurface irrigation system including piping, pumps, and emitters installed throughout an irrigation area.

(15) "Division" means the Water Quality Control Division of the Colorado Department of Public Health and Environment.

(16) "ENERGY STAR (ENERGY STAR®)" means the Environmental Protection Agency's designation for energy efficient appliance as authorized by 42 U.S.C. Section 6294a. (Note: Determination of whether the appliance is designated, has an IWF and to determine the IWF, visit the Department of Energy's ENERGY STAR Certified Residential Clothes Washers website: https://www.energystar.gov/productfinder/product/certified-clothes-washers/)

(17) "Facility" means any building, structure, or installation, or any combination thereof that uses graywater subject to a local graywater control program, is located on one or more contiguous or adjacent properties, and is owned or operated by the same person or legal entity. Facility is synonymous with the term operation.

(18) "Floodplain (100-year)" means an area adjacent to a river or other watercourse which is subject to flooding as the result of the occurrence of a one hundred (100) year flood, and is so adverse to past, current or foreseeable construction or land use as to constitute a significant hazard to public or environmental health and safety or to property or is designated by the Federal Emergency Management Agency (FEMA) or National Flood Insurance Program (NFIP). In the absence of FEMA/NFIP maps, a professional engineer shall certify the floodplain elevations.

(19) "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot or as designated by the Federal Emergency Management Agency or National Flood Insurance Program. In the absence of FEMA/NFIP maps, a professional engineer shall certify the floodway elevation and location.

(20) "Graywater" means that portion of wastewater that, before being treated or combined with other wastewater, is collected from fixtures within residential, commercial, or industrial buildings or institutional facilities for the purpose of being put to beneficial uses. Sources of graywater are limited to discharges from bathroom and laundry room sinks, bathtubs, showers, and laundry machines. Graywater does not include the wastewater from toilets, urinals, kitchen sinks, dishwashers, or nonlaundry utility sinks.

(21) "Graywater treatment works" means an arrangement of devices and structures used to: (a) collect graywater from within a building or a facility; and (b) treat, neutralize, or stabilize graywater within the same building or facility to the level necessary for its authorized uses.

(22) "Indirect connection" means a waste pipe from a graywater treatment works that does not connect directly with the closed sewerage system, but that discharges into the closed sewerage system though an air break or air gap into a trap, fixture, receptor, or interceptor.

(23) "Integrated Water Factor (IWF)" means a measure of water efficiency in gallons of water consumed per cubic foot of capacity.

(24) "Laundry to Landscape" means a form of graywater treatment works designed to reuse water from a laundry machine for mulch basin subsurface irrigation.

(25) "Legally responsible party"

(1) For a residential property, the legally responsible party is the property owner.

(2) For a corporation, the legally responsible party is a responsible corporate officer, either:

(i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or

(ii) the manager of operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for approval application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(3) For a partnership or sole proprietorship, the legally responsible party is either a general partner or the proprietor, respectively.

(4) For a municipality, State, Federal, or other public agency, the legally responsible party is a principal executive officer or ranking elected official, either

(i) the chief executive officer of the agency, or

(ii) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).

(26) "Limited local graywater control program" is a local graywater control program limited to existing graywater treatment works and which does not accept new graywater treatment works.

(27) "Local agency" means any local city, city or county, county agency including, but not limited to, a department, local public health agency, or district which is delegated the authority to administer all or a portion of the responsibilities of the local graywater control program.

(28) "Local graywater control program" is a local ordinance or resolution and, if applicable, rule, including implementation practices, authorized by a city, city and county or county which is in compliance with the minimum requirements of this regulation.

(29) "Local public health agency" means any county, district, or municipal public health agency and may include a county, district, or municipal board of health.

(30) "Modification" means the alteration or replacement of any component of a graywater treatment works that can affect the quality of the finished water, the rated capacity of a graywater treatment works, the graywater use, alters the treatment process of a graywater treatment works, or compliance with this regulation and the local graywater control program. This definition does not include normal operations and maintenance of a graywater treatment works.

(31) "Mulch" means organic material including but not limited to leaves, prunings, straw, pulled weeds, and wood chips.

(32) "Mulch basin" means a type of subsurface irrigation or treatment field filled with mulch or other approved permeable material of sufficient depth, length, and width to prevent ponding or runoff. A mulch basin may include a basin around a tree, a trough along a row of plants, or other shapes necessary for irrigation.

(33) "On-site wastewater treatment system" or "OWTS" means an absorption system of any size or flow or a system or facility for treating, neutralizing, stabilizing, or dispersing sewage generated in the vicinity, which system is not a part of or connected to a sewage treatment works.

(34) "Percolation test" means a subsurface soil test at the depth of a proposed irrigation area to determine the water absorption capability of the soil, the results of which are normally expressed as the rate at which one inch of water is absorbed. The rate is expressed in minutes per inch.

(35) "Potable water system" means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances, where such system has less than fifteen service connections or regularly serves less than an average of at least 25 individuals daily at least 60 days per year.

(36) "Professional engineer" means an engineer licensed in accordance with section 12-25-1, C.R.S.

(37) "Public nuisance" means the unreasonable, unwarranted and/or unlawful use of property, which causes inconvenience or damage to others, including to an individual or to the general public.

(38) "Public water system" means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances, if such system has at least fifteen service connections or regularly serves an average of at least 25 individuals daily at least 60 days per year. A public water system is either a community water system or a non-community water system. Such term does not include any special irrigation district. Such term includes:

(a) Any collection, treatment, storage, and distribution facilities under control of the supplier of such system and used primarily in connection with such system.

(b) Any collection or pretreatment storage facilities not under such control, which are used primarily in connection with such system.

(39) "Single family" means a detached or attached structure, arranged and designed as a single family residential unit intended to be occupied by not more than one family and that has separate water and sewer service connections from other dwelling units.

(40) "Site evaluation" means an analysis of soil and site conditions for a graywater subsurface irrigation or mulch basin area to achieve requirements in Section 86.12(B) – Design criteria for subsurface irrigation systems, including mulch basins.

(41) "Soil horizon" means layers in the soil column differentiated by changes in texture, color, redoximorphic features, bedrock, structure, consistence, and any other characteristic that affects water movement.

(42) "Soil profile test pit" means a trench or other excavation used for access to evaluate the soil horizons for properties influencing effluent movement, bedrock, evidence of seasonal high ground water, and other information to be used in locating and designing a graywater subsurface irrigation or mulch basin area.

(43) "Soil structure" means the naturally occurring combination or arrangement of primary soil particles into secondary units or peds; secondary units are characterized on the basis of shape, size class, and grade (degree of distinctness).

(44) "Suitable soil" means unsaturated soil in which the movement of water, air, and growth of roots is sustained to support healthy plant life and conserve moisture. Soil criteria for graywater subsurface irrigation are further defined in section 86.12.

(45) "Subsurface irrigation" means a discharge of graywater into soil a minimum of two inches (2") and no deeper than twelve inches (12") below the finished grade.

(46) "State waters" means any and all surface and subsurface waters which are contained in or flow in or through this state, but does not include waters in sewage systems, waters in treatment works of disposal systems, waters in potable water distribution systems, and all water withdrawn for use until use and treatment have been completed.

(47) "WaterSense" means the Environmental Protection Agency's designation for water efficient fixtures or an analogous successor program.

Table 8-1 Abbreviations and Acronyms

ANSI	American National Standards Institute
C.R.S.	Colorado Revised Statutes
CDPS	Colorado Discharge Permit System
FEMA	Federal Emergency Management Agency
gpd	gallons per day
IWF	Integrated Water Factor
LA	Landscape Area
LRG	Loading Rate for Graywater
MAC	Maximum Absorption Capacity
mg/L	milligrams per Liter
MPI	Minutes Per Inch
NFIP	National Flood Insurance Program
NSF	NSF International, formally known as National Sanitation Foundation
O&M	Operations and Maintenance
OWTS	On-site Wastewater Treatment System(s)

86.9 Administration

A. Local Coordination

Nothing in this regulation shall be deemed to limit the authority of local cities, cities and counties, or counties, pursuant to section 29-1-203, C.R.S., to enter into intergovernmental agreements with each other pertaining to the coordinated adoption and operation of local graywater control program.

B. Minimum Requirements for a Local Graywater Control Program

1. The local city, city and county, or county that chooses to authorize graywater use within its jurisdiction must adopt an ordinance or resolution which meets the following minimum requirements:

a. Require compliance with the minimum requirements of this regulation.

b. Require compliance with all applicable federal, state, and local requirements.

c. Define the legal boundary of the local city, city and county, or county's local graywater control program. If the area in which graywater treatment works are allowed by a local control program is smaller than the maximum legal boundary, then the excluded area must be clearly identified.

d. Identify the local agency, or agencies, that is responsible for oversight and implementation of all graywater regulatory activities including, but not limited to, design review, inspection, enforcement, tracking, and complaints.

e. Identify if a fee(s) will be imposed for graywater activities, and if so, which local agency establishes the fee(s) and where fee(s) information is located.

f. Require a searchable tracking mechanism that is indefinitely maintained by the local agency that must include, at a minimum, the following information:

i. Legal address of each facility with graywater treatment works, allowed graywater uses at each facility, and a graywater treatment works description;

ii. The legally responsible party associated with every graywater treatment works;

iii. Where required, the certified operator associated with every graywater treatment works; and

iv. Any changes to the legally responsible party, certified operator, and status of the graywater treatment works must be updated within 60 days.

g. Require the local agency to administer and enforce the provisions of the ordinance or resolution, and where applicable for certain program elements, the rule.

2. The local city, city and county, or county that chooses to authorize graywater use within its jurisdiction must adopt an ordinance, resolution or rule which meets the following minimum requirements:

a. Require a local agency to develop a graywater design criteria document, which includes the following:

i. Requirements that are at least as stringent as the minimum design requirements in this regulation; and

ii. Define a site evaluation protocol for subsurface irrigation systems as defined in section 86.12(B)(1)(i)(i).

b. Identify which graywater use categories as defined in section 86.10 are allowed within the legal boundary of the local graywater control program.

c. Require a local agency to approve or deny the installation of new graywater treatment works or modifications to an existing graywater treatment works, and as part of the review process the local agency(ies) must consider the design documentation associated with the graywater treatment works, which must include the following information:

i. The graywater uses;

ii. Location of the graywater treatment system;

iii. Design flow calculations for the graywater treatment works;

iv. The fixture(s) that are the source(s) of the graywater;

v. The design of the plumbing and irrigation system for non-single family uses (Categories B2, C2 and D2 in section 86.10);

vi. A description of the products or components;

vii. If applicable, any supporting soil analysis information for subsurface irrigation uses;

viii. Contact information for system designer or professional engineer and operator for non-single family graywater treatment works with a design capacity greater than 2,000 gallons per day;

ix. Name and address of the legally responsible party; and

x. Must be signed by the legally responsible party.

d. Require that graywater treatment works be inspected or verified and accepted by the local agency, in a format or means specified by the local agency.

e. Require an operation and maintenance (O&M) manual (section 86.15), including the manufacturer's manual (if any) for all graywater treatment works, and require that the O&M manual meet the following:

i. Remain with the graywater treatment works throughout the life of the system;

ii. Be updated at the time the system is modified; and

iii. Upon change of ownership or occupancy of the property where the graywater treatment works is located, transfer to the new owner or tenant.

f. If reporting to the local city, city and county, county, or local agency is required, identify the reporting requirements, including the required parameters and the required frequency.

C. Discontinuation of local graywater program

A local city, city and county, and county that decides to revoke or rescind an adopted local graywater control program must require that all previously allowed graywater treatment works either:

1. Be physically removed or permanently disconnected; or

2. Be regulated under a limited graywater control program for existing graywater treatment works. In this case, the local city, city and county, or county must continue a limited graywater control program for the existing graywater treatment works. The limited graywater program must include a graywater control program for the existing graywater treatment works but no new graywater treatment works. At a minimum, the limited graywater control program must include items: 86.9(B)(1)(a), 86.9(B)(1)(b), 86.9(B)(1)(d), 86.9(B)(1)(f), 86.9(B)(1)(g) and 86.9(B)(2)(e). If the limited graywater control program allows modifications to existing treatment works then items 86.9(B)(2)(a), 86.9(B)(2)(b), and 86.9(B)(2)(c) must also be included; or

3. Be regulated under another jurisdiction's local graywater control program which assumes authority over the existing graywater treatment works. The existing graywater treatment works will need to comply with the new city, city and county, or county's local graywater control program, including any required graywater treatment works modifications.

86.10 Graywater Use Categories

General: The graywater use categories allowed are defined below. A single facility may have multiple graywater treatment works and uses as long as all applicable use and design requirements are satisfied.

Table 10-1: Graywater Use Categories and Corresponding Applications and Requirement Locations

Graywater Use Category	**Use**	**Graywater Source(s)**	**End Use**	**Flow Projections Location**	**Design Criteria Location** ***(86.12(A) applies to all graywater treatment works)***	**Signage Requirements for Graywater Treatment Works** ***(86.13(A) applies to all graywater treatment works)***	**Control Measures for Graywater Use Categories** ***(86.14(B) applies to all Graywater Use Categories)***
A1	Single family subsurface irrigation of landscapes and edible crops	Laundry Machines	Outdoor mulch basins (single family dwelling)	86.11(A)(1)(a)	86.12(B)(1) and (2)	None required	86.14(C)
B1	Single family subsurface irrigation of landscapes and edible crops	All allowed graywater sources	Outdoor subsurface irrigation and mulch basins (single family dwelling)	86.11(A)(1)(a)	86.12(B)(1) and (3)	None required	86.14(C)
B2	Non-single family subsurface irrigation of landscapes	All allowed graywater sources	Outdoor subsurface irrigation and mulch basins (non-single family)	86.11(A)(1)(b)	86.12(B)(1) and (3)	86.13(B)(1)	86.14(C)
C1	Single family indoor toilet and urinal flushing	All allowed graywater sources	Indoor toilet and urinal flushing (single family dwelling)	86.11(A)(1)(a)	86.12(C)(1)	None required	86.14(D)
C2	Non-single family indoor toilet and urinal flushing	All allowed graywater sources	Indoor toilet and urinal flushing (non-single family)	86.11(A)(1)(b)	86.12(C)(2)	86.13(B)(2)	86.14(D)
D1	Single family rural fire protection	All allowed graywater sources	Indoor/outdoor firefighting, storage tank outdoor (single family dwelling)	86.11(A)(1)(a)	86.12(D)(1)	86.13(B)(3)	86.14(E)
D2	Non-single family rural fire protection	All allowed graywater sources	Indoor/outdoor firefighting, storage tank outdoor (non-single family)	86.11(A)(1)(b)	86.12(D)(2)	86.13(B)(3)	86.14(E)

A. Category A1: Laundry to Landscape

Category A1 graywater use must meet the following:

1. Allowed users: Single family.

2. Allowed graywater sources: Graywater collected from laundry machines.

3. Allowed uses: Outdoor, mulch basin irrigation within the confines of the legal property boundary for:

   a. Landscapes, and

   b. Edible crops.

4. Design flow: The design flow for a single family, Laundry to Landscape for subsurface irrigation is limited to 250 gallons per day (gpd) or less.

B. Category B1: Single family, subsurface irrigation

Category B1 graywater use must meet the following:

1. Allowed users: Single family.

2. Allowed graywater sources: Graywater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines.

3. Allowed uses: Outdoor, subsurface irrigation within the confines of the legal property boundary for:

   a. Landscapes, and

   b. Edible crops.

4. Design flow: The design flow for a single family graywater treatment works is limited to a 400 gallons per day (gpd) or less combined flow for all approved uses.

C. Category B2: Non-single family, subsurface irrigation, 2,000 gallons per day (gpd) or less

Category B2 graywater use must meet the following:

1. Allowed users: Non-single family users.

2. Allowed graywater sources: Graywater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines.

3. Allowed uses: Outdoor, subsurface irrigation within the confines of the legal property boundary for:

   a. Landscapes.

4. Design flow: The design flow for a non-single family graywater treatment works is limited to 2,000 gallons per day (gpd) or less for outdoor irrigation for the entire facility.

D. Category C1: Single family, indoor toilet and urinal flushing

Category C1 graywater use must meet the following:

1. Allowed users: Single family.

2. Allowed graywater sources: Graywater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines.

3. Allowed uses: Indoor toilet and urinal flushing and outdoor, subsurface irrigation within the confines of the legal property boundary. Treated graywater shall not be used for bidets.

4. Design flow: The design flow for a single family graywater treatment works is limited to 400 gallons per day (gpd) or less combined flow for all approved uses.

E. Category C2: Non-single family, indoor toilet and urinal flushing

Category C2 graywater use must meet the following:

1. Allowed users: Non-single family users.

2. Allowed graywater sources: Graywater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines.

3. Allowed uses: Indoor toilet and urinal flushing and outdoor, subsurface irrigation within the confines of the legal property boundary. Treated graywater shall not be used for bidets.

4. Design flow: There is no maximum design flow for a non-single family graywater treatment works for indoor toilet and urinal flushing. The design flow is limited to 2,000 gallons per day (gpd) or less for outdoor irrigation for the entire facility.

F. Category D1: Single family rural fire protection

Category D1 graywater use must meet the following:

1. Allowed users: Single family users in areas that local rules allow homes of certain sizes to have a water storage cistern on the property for fire protection if the local fire district/authority agrees to graywater use for fire protection prior to its adoption and use in a local city, city and county or county.

2. Allowed graywater sources: Graywater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines.

3. Allowed uses: Outdoor storage in a watertight non-potable cistern and used solely for firefighting within the confines of the legal property boundary.

4. Design flow: The design flow for a single family graywater treatment works is limited to 400 gallons per day (gpd) or less combined flow for all approved uses.

G. Category D2: Non-single family rural fire protection

Category D2 graywater use must meet the following:

1. Allowed users: Non-single family users in areas that local rules allow homes of certain sizes to have a water storage cistern on the properties for fire protection if the local fire district/authority agrees to graywater use for fire protection prior to its adoption and use in a local city, city and county or county.

2. Allowed graywater sources: Graywater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines.

3. Allowed uses: Outdoor storage in a watertight non-potable cistern and used solely for fire fighting within the confines of the legal property boundary.

4. Design flow: There is no maximum design flow for a non-single family graywater treatment works for storing graywater in an onsite cistern for rural fire protection.

86.11 Graywater Treatment Works – Flow Projections

A. Flow projections for all graywater treatment works

1. Graywater treatment works must be sized appropriately using the following flow projection methods:

a. Single family users: Flow to graywater treatment works must be calculated on the occupancy and the fixtures connected to the graywater treatment works. The calculated graywater flow is the number of occupants multiplied by the estimated graywater flow in terms of gpd/occupant from the fixtures connected to the graywater treatment works. For Laundry to Landscape, flow is calculated based on the number and type of laundry machines connected to the system.

i. The occupancy must be calculated based on a minimum of two (2) occupants for the first bedroom and one (1) occupant for each additional bedroom. In all cases, the maximum occupancy must be based on the maximum potential use of the property and not the current population or use.

ii. The estimated graywater flow from each fixture is based on the design flow of the fixture, or if the fixture's design flow is unknown then the estimated graywater flow per occupant is based on the following gallons per day per occupant (gpd/occupant).

(a) Non-WaterSense fixtures: 25 gpd/occupant for each bathroom and laundry room sink, bathtub and shower.

(b) WaterSense fixtures: 20 gpd/occupant for each bathroom and laundry room sink, bathtub and shower.

(c) Laundry machines:

1. For ENERGY STAR rated laundry machines with a provided Integrated Water Factor, use the following flow projection estimate:

Gpd/occupant = IWF x volume (cu. ft.) x average loads per week / maximum number of days occupied per week

Where:

IWF = Integrated Water Factor (Note: Determination of whether the appliance is designated, has an IWF and to determine the IWF, visit the Department of Energy's ENERGY STAR Certified Residential Clothes Washers website: https://www.energystar.gov/productfinder/product/certified-clothes-washers/)

Volume = Capacity of laundry machine

Maximum number of days occupied per week = seven (7)

2. For ENERGY STAR rated laundry machines without a provided Integrated Water Factor use 8 gpd/occupant for each laundry machine.

3. For laundry machines that are not ENERGY STAR rated use 10 gpd/occupant for each laundry machine.

b. Non-single family users: Graywater treatment works must be sized in accordance with the maximum occupancy and use of the facility. The occupancy must be calculated based on the total, maximum daily population served by the graywater treatment works including but not limited to employees, visitors, and customers. In all cases, the maximum daily population must be based on the maximum potential use of the property and not the current population or use.

i. The estimated graywater flow from each fixture is based on the design flow of the fixture or, if the fixture's design flow is unknown, then the estimated graywater flow per occupant is based on the gallons per day per occupant provided under 86.11(A)(1)(a)(ii) of this regulation.

86.12 Graywater Treatment Works - Design Criteria

A. Design criteria for all graywater treatment works

The following minimum design criteria are required for all graywater treatment works. All graywater treatment works must meet and/or comply with the following requirements:

1. Meet all design requirements of this regulation and meet any additional design requirements of the Colorado Plumbing Code.

2. Each treatment component or combination of multiple components must have a design flow greater than the calculated peak graywater production, if upstream of the storage tank or if no tank is present.

3. Include a diversion valve that directs graywater to either the graywater treatment works or a closed sewerage system. The diversion valve must be:

a. Easily operable;

b. Clearly labeled;

c. Constructed of material that is durable, corrosion resistant, watertight;

d. Designed to accommodate the inlet and outlet pipes in a secure and watertight manner; and

e. Indirectly connect the bypass line to the closed sewerage system.

4. Not have any piping that allows the treatment process(es) or storage tank to be bypassed prior to graywater use.

5. Include a tank to collect and store graywater, except for a subsurface irrigation system that discharges to a mulch basin. The storage tank must:

a. Be constructed of durable, non-absorbent, water-tight, and corrosion resistant materials;

b. Be closed and have access openings for inspection and cleaning;

c. Be vented:

i. for indoor tanks: the tanks must be vented to the atmosphere outside of the house;

ii. for outdoor tanks: the storage tank must have a downturned and screened vent;

d. Have an overflow line:

i. with the same or larger diameter line as the influent line;

ii. without a shut off valve;

iii. that is trapped to prevent the escape of gas vapors from the tank; and

iv. that is indirectly connected to the closed sewerage system;

e. Have a valved drain line with the same or larger diameter line as the influent line that is indirectly connected to the closed sewerage system;

f. Be a minimum of 50 gallons;

g. Be placed on a stable foundation;

h. If located outdoors, not be exposed to direct sunlight; and

i. Have a permanent label that states "CAUTION! NON-POTABLE WATER. DO NOT DRINK."

6. For indoor toilet or urinal flushing systems (Categories C1 and C2) graywater treatment works must have a backup potable water system connection. For subsurface irrigation systems (Categories B1 and B2) graywater treatment works may, but are not required to, have a backup potable water system that provides potable irrigation water when graywater is not being produced or is produced in insufficient quantities. All backup potable water system connections must meet the following requirements:

   a. For non-public water systems, potable water system connections: uncontrolled cross connections between a potable water system and a graywater treatment works are prohibited. All cross connections must be protected by a reduced pressure principle backflow prevention zone assembly or an approved air gap.

   b. For public water systems, potable water system connections: uncontrolled cross connections between a public water system and a graywater treatment works are prohibited. The graywater treatment works design must protect the public water system from cross connections by meeting the requirements of Regulation No. 11: Colorado Primary Drinking Water Regulations.

7. Not be used as a factor to reduce the design, capacity or soil treatment area requirements for OWTS designs per Regulation No. 43 On-site Wastewater Treatment System Regulation or domestic wastewater treatment works designs per Regulation No. 22 Site Location and Design Regulations for Domestic Wastewater Treatment Works.

8. Have any wastewater from graywater treatment works (e.g., filter backwash water) be properly contained and disposed into a closed sewerage system or an approved Underground Injection Control (UIC) well.

9. Have all graywater piping clearly distinguished and clearly labeled, including pipe identification and flow arrows.

10. If located in a 100-year floodplain area, meet or exceed the requirements of FEMA and the local emergency agency. The graywater treatment works must be designed to minimize or eliminate infiltration of floodwaters into the system and prevent discharge from the system into the floodwaters.

11. Not be located in floodways.

12. Be located within the confines of the legal property boundary and not within an easement.

B. Design criteria for subsurface irrigation systems, including mulch basins (Applicable to Graywater Use Categories: A1, B1 and B2)

1. All subsurface irrigation systems (Applicable to Graywater Use Categories: A1, B1 and B2):

   The following minimum design criteria are required for all graywater treatment works being used for subsurface irrigation. All subsurface graywater irrigation systems must comply with the following requirements:

   a. Have the subsurface irrigation components of the graywater irrigation system installed a minimum of two inches (2") and a maximum of twelve inches (12") below the finished grade.

   b. Have the subsurface irrigation components of the graywater irrigation system installed in suitable soil, as defined in section 86.8(44).

c. Have a minimum of twenty-four inches (24") of suitable soil between the subsurface irrigation components of the graywater irrigation system and any restrictive soil layer, bedrock, concrete, or the highest water table. Restrictive soil layers are soil types 4, 4A, and 5 in Table 12-2.

d. Include controls, such as valves, switches, timers, and other controllers, as appropriate, to ensure the distribution of graywater throughout the entire irrigation zone.

e. If utilizing emitters, the emitters must be designed to resist root intrusion and be of a design recommended by the manufacturer for the intended graywater flow and use. Minimum spacing between emitters shall be sufficient to deliver graywater at an agronomic rate and to prevent surfacing or runoff.

f. Have all irrigation supply lines be polyethylene tubing or PVC Class 200 pipe or better and Schedule 40 fittings. All joints shall be pressure tested at 40 psi (276 kPa), and shown to be drip tight for five minutes before burial. Drip feeder lines can be poly or flexible PVC tubing.

g. Meet the following setback distances in Table 12-1.

Table 12-1: Graywater Treatment Works Setback Requirements

Minimum Horizontal Distance Required from:	**Graywater Storage Tank**	**Irrigation Field**
Buildings	5 feet	2 feet
Property line adjoining private property	10 feet	10 feet
Property line adjoining private property with supporting property line survey	1.5 feet	1.5 feet
Water supply wells	50 feet	100 feet
Streams and lakes	50 feet	50 feet
Seepage pits or cesspools	5 feet	5 feet
OWTS disposal field	5 feet	25 feet
OWTS tank	5 feet	10 feet
Domestic potable water service line	10 feet	10 feet
Public water main	10 feet	10 feet

h. The irrigation field must be located on slopes of less than thirty percent (30%) from horizontal.

i. Protocols for determining the size of the subsurface irrigation area:

The irrigation area must be determined using one of the following protocols.

i) Site evaluation protocol: The following site evaluation must be conducted to determine the appropriate size of the irrigation area for all subsurface irrigation systems.

The site evaluation must include:

(a) Site information, including:

(1) a site map; and

(2) location of proposed graywater irrigation area in relation to physical features requiring setbacks in Table 12-1.

(b) Soil investigation to determine long-term acceptance rate of a graywater irrigation area as a design basis. Soil investigation must be completed by either:

(1) a visual and tactile evaluation of soil profile test pit, or

(2) a percolation test.

(c) Irrigation rates must not exceed maximum allowable soil loading rates in Table 12-2 for Laundry to Landscape systems (Graywater Use Category A1), and Table 12-3 for dispersed subsurface irrigation systems (Graywater Use Categories B1 and B2), based on the finest textured soil in the twenty-four inches (24") of suitable soil beneath the subsurface irrigation components.

(d) Suitable soil may consist of original, undisturbed soil or original soil that is augmented. Not suitable soil may be augmented as needed to ensure suitable soil is used.

(e) If the original soil is augmented, the mixture used for augmentation must meet the following criteria to ensure that suitable soil is achieved:

(1) The mixture must have an organic content that is at least five percent (5%) and no greater than ten percent (10%);

(2) The mixture must be a well blended mix of mineral aggregate (soil) and compost where the soil ratio depends on the requirements for the plant species; and

(3) The mineral aggregate must have the following gradation:

Sieve Size	Percent Passing
3/8	100
No. 4	95 - 100
No. 10	75 - 90
No. 40	25 - 40
No. 100	4 - 10
No. 200	2 - 5

(f) If the original soil is augmented, the additional soil must be tilled into the native soil a minimum of six inches (6") below irrigation application zone.

2. Mulch basin irrigation system requirements (Applicable to Graywater Use Category: A1)

The following minimum design criteria are required for graywater treatment works using mulch basin systems for subsurface irrigation (Applicable to Graywater Use Category: A1):

a. Design Specifications: System includes only laundry machine discharge water to a mulch basin that is pressurized solely through the laundry machine discharge hose and is not treated, filtered, or stored.

b. Mulch shall be permeable enough to allow infiltration of graywater.

c. Piping to mulch basins must discharge a minimum of two inches (2") below grade into a container for dispersal of graywater into the mulch basin. The container must be designed to have two inches (2") of freefall between the invert of the discharge pipe and the maximum depth of water in the mulch basin. The container must have an access lid for observation of flow and to check mulch levels.

d. The mulch basin must have a minimum depth of twelve inches (12") below grade and not more than twenty-four (24") below grade.

e. A filter is not required for installation.

f. The following irrigation area equation protocols must be used to determine the appropriate size of the mulch basin in square feet for single family, Laundry to Landscape systems. Use equation (i) if actual graywater flow is unknown, and equation (ii) if known. Refer to Table 12-2: Soil Type Description and Maximum Hydraulic Loading Rate for LRG.

Table 12-2: Soil Type Description and Maximum Hydraulic Loading Rate

Soil Type	USDA Soil Texture	USDA Structure – Shape	USDA Soil Structure-Grade	Percolation Rate (MPI)	Loading Rate for Graywater (LRG) (gal./sq. ft./day)
0	Soil Type 1 with more than 35% Rock (>2mm); Soil Types 2-5 with more than 50% Rock (>2mm)	--	0 (Single Grain)	Less than 5	Not suitable without augmentation 1.0 with augmentation
1	Sand, Loamy Sand	--	0	5-15	Not suitable without augmentation 1.0 with augmentation
2	Sandy Loam, Loam, Silt Loam	PR BK GR	2 (Moderate) 3 (Strong)	16-25	0.8
2A	Sandy Loam, Loam, Silt Loam	PR, BK, GR 0 (none)	1 (Weak) Massive	26-40	0.6
3	Sandy Clay Loam, Clay Loam, Silty Clay Loam	PR, BK, GR	2, 3	41-60	0.4
3A	Sandy Clay Loam, Clay Loam, Silty Clay Loam	PR, BK, GR 0	1 Massive	61-75	0.2
4	Sandy Clay, Clay, Silty Clay	PR, BK, GR	2, 3	76-90	Not suitable
4A	Sandy Clay, Clay, Silty Clay	PR, BK, GR 0	1 Massive	91-120	Not suitable
5	Soil Types 2-4A	Platy	1, 2, 3	121+	Not suitable

i. LA = maximum gallons per day allowed/LRG

Where:

The maximum gallons per day allowed is 250 gallons; and

LRG is the loading rate for graywater from Table 12-2; or

ii. LA = estimated actual graywater flow per day/LRG

Where:

The estimated actual graywater flow is derived in 86.11(A)(1)(a)(ii) and;

LRG is the loading rate for graywater from Table 12-2.

g. Soil types 0 and 1 in Table 12-2 must be augmented before use. Soil type 4, 4A, and 5 in Table 12-2 are not suitable for subsurface irrigation.

3. Dispersed subsurface irrigation system requirements (Applicable to Graywater Use Categories: B1 and B2):

The following minimum design criteria are required for graywater treatment works using dispersed irrigation systems for subsurface irrigation:

a. Include a cartridge filter, which must meet the following requirements:

i. A minimum of 60 mesh;

ii. Located between the storage tank and the irrigation system;

iii. If a pump is being used to pressurize the graywater distribution system, the filter must be located after the pump.

b. The following irrigation area equation protocols must be used to determine the appropriate size of the irrigation area for single family and non-single family, dispersed subsurface irrigation systems (Applicable to Graywater Use Categories B1 and B2). Refer to Table 12-3: Soil Type and Maximum Absorption Capacity in gallons per square foot of irrigation area per day.

Table 12-3: Soil Type and Maximum Absorption Capacity

2024 Uniform Plumbing Code Soil Type	2024 Uniform Plumbing Code Maximum absorption capacity in gallons per square foot of irrigation area per day
Course sand or gravel	5.0
Fine Sand	4.0
Sandy loam	2.5
Sandy clay	1.7
Clay with considerable sand or gravel	1.1
Clay with small amounts of sand or gravel	0.8

i. LA = gpd/MAC in gal/ft2

Where:

Gpd = gallons per day per household or non-single family combined (actual graywater flow is derived in 86.11(A)(1)(a) for single family, 86.11(A)(1)(b) for non-single family)

MAC = maximum absorption capacity in gallons per square foot

C. Design criteria for indoor toilet and urinal flushing graywater treatment works (Graywater Use Categories C1 and C2)

1. Category C1: single family, indoor toilet and urinal flushing graywater treatment works

The following minimum design criteria are required for graywater treatment works for Category C1: single family, indoor toilet and urinal flushing:

a. The graywater treatment works must be certified under "Class R" of NSF/ANSI 350 Onsite Residential and Commercial Water Reuse Treatment Systems.

b. If a disinfection process is not part of NSF/ANSI 350-2011 equipment, separate disinfection system equipment is required. For graywater treatment works that use sodium hypochlorite (bleach), the graywater treatment works must be capable of providing a free chlorine residual of 0.2 to 4.0 mg/L in the graywater throughout the indoor graywater plumbing system.

c. The graywater treatment works must include a dye injection system that is capable of providing a dye concentration that is visibly distinct from potable water.

d. For Category C1 indoor toilet and urinal flushing graywater treatment works that are also capable of using graywater for subsurface irrigation, the system may be designed to allow graywater to be diverted to the subsurface irrigation graywater treatment works prior to the disinfection and dye process, however after the point of diversion the subsurface irrigation portion of the system must meet the requirements in section 86.12(B).

2. Category C2: non-single family, indoor toilet and urinal flushing graywater treatment works

The following minimum design criteria are required for Category C2: non-single family, indoor toilet and urinal flushing:

a. The graywater treatment works must be certified under "Class R" or "Class C" of NSF/ANSI 350 Onsite Residential and Commercial Water Reuse Treatment Systems. Required classification shall be dictated by the size of the graywater treatment works and if the graywater sources are residential or commercial as defined by NSF/ANSI 350.

b. Separate disinfection system equipment is required if a disinfection process is not part of NSF/ANSI 350-2011 equipment. A graywater treatment works must be capable of providing a free chlorine residual of 0.2 to 4.0 mg/L in the graywater throughout the indoor graywater plumbing system.

c. The graywater treatment works must include a dye injection system that is capable of providing a dye concentration that is visibly distinct from potable water.

d. For Category C2 indoor toilet and urinal flushing graywater treatment works that are also capable of using graywater for subsurface irrigation, the system may be designed to allow graywater to be diverted to the subsurface irrigation graywater treatment works prior to the disinfection and dye process, however after the point of diversion the subsurface irrigation portion of the system must meet the requirements in section 86.12(B).

e. For graywater treatment works that have a capacity to receive greater than 2,000 gallons per day, the design must be prepared under the supervision of and submitted with the seal and signature of a professional engineer licensed to practice engineering in the State of Colorado in accordance with the requirements of the Colorado Department of Regulatory Agencies (DORA) – Division of Professions and Occupations.

D. Design criteria for rural fire protection graywater treatment works (Graywater Use Categories D1 and D2)

1. Category D1: single family, rural fire protection graywater treatment works

The following minimum design criteria are required for graywater treatment works for Categories D1: single family, rural fire protection:

a. The graywater treatment works must be authorized by the local fire protection district and meet minimum treatment requirements of the local fire protection district in addition to the design criteria included herein.

b. The graywater treatment works must be certified under "Class R" NSF/ANSI 350 Onsite Residential and Commercial Water Reuse Treatment Systems.

c. If a disinfection process is not part of NSF/ANSI 350-2011 equipment, separate disinfection system equipment is required. For graywater treatment works that use sodium hypochlorite (bleach), the graywater treatment works must be capable of providing a free chlorine residual of 0.2 to 4.0 mg/L prior to graywater entering the storage cistern.

d. For Category D1 graywater treatment works that are also capable of using graywater for subsurface irrigation or indoor fixture flushing, the system may be designed to allow graywater to be diverted to the subsurface irrigation graywater treatment works prior to the dye process, however after the point of diversion the subsurface irrigation portion of the system must meet the requirements in section 86.12(B).

2. Category D2: non-single family, rural fire protection graywater treatment works

The following minimum design criteria are required for graywater treatment works for Categories D2: non-single family, rural fire protection:

a. The graywater treatment works must be authorized by the local fire district/authority and meet minimum treatment requirements of the local fire district/authority in addition to the design criteria included herein.

b. The graywater treatment works must be certified under "Class R" or "Class C" of NSF/ANSI 350 Onsite Residential and Commercial Water Reuse Treatment Systems. Required classification shall be dictated by the size of the graywater treatment works and if the graywater sources are residential or commercial as defined by NSF/ANSI 350.

c. If a disinfection process is not part of NSF/ANSI 350-2011 equipment, separate disinfection system equipment is required. For graywater treatment works that use sodium hypochlorite (bleach), the graywater treatment works must be capable of providing a free chlorine residual of 0.2 to 4.0 mg/L prior to graywater entering the storage cistern.

d. For Category D2, rural fire protection graywater treatment works that are also capable of using graywater for subsurface irrigation or indoor fixture flushing, the system may be designed to allow graywater to be diverted to the subsurface irrigation graywater treatment works prior to the dye process, however after the point of diversion the subsurface irrigation portion of the system must meet the requirements in section 86.12(B).

e. For graywater treatment works that have a capacity to receive greater than 2,000 gallons per day, the design must be prepared under the supervision of and submitted with the seal and signature of a professional engineer licensed to practice engineering in the State of Colorado in accordance with the requirements of the Colorado Department of Regulatory Agencies (DORA) – Division of Professions and Occupations.

86.13 Signage Requirements for Graywater Treatment Works

A. Signage requirements for non-single family graywater treatment works (Applicable to Graywater Use Categories B2, C2, and D2)

1. All required notifications shall include posting of signs of sufficient size to be clearly read with the language below in the dominant language(s) expected to be spoken at the site.

B. All non-single family graywater treatment works (Graywater Use Categories: B2, C2, and D2

All non-single family graywater treatment works must comply with the following signage requirements.

1. A permanent warning sign must be visible at all fixtures from which graywater is collected. The signs must state that, "WATER FROM THIS FIXTURE IS REUSED. CHEMICALS, EXCRETA, PETROLEUM OILS AND HAZARDOUS MATERIALS MUST NOT BE DISPOSED DOWN THE DRAIN";

2. Each room that contains graywater treatment works components must have a sign that says "CAUTION GRAYWATER TREATMENT WORKS, DO NOT DRINK, DO NOT CONNECT TO THE POTABLE DRINKING WATER SYSTEM. NOTICE: CONTACT BUILDING MANAGEMENT BEFORE PERFORMING ANY WORK ON THIS WATER SYSTEM."

C. Non-single family, subsurface irrigation graywater treatment works (Graywater Use Category B2)

1. Non-single family, subsurface irrigation graywater treatment works (Category B2, if applicable) must comply with the following signage requirement:

a. Each irrigation area must have a sign that says "CAUTION GRAYWATER BEING USED FOR IRRIGATION. DO NOT DRINK, DO NOT CONNECT TO THE POTABLE DRINKING WATER SYSTEM."

D. Non-single family, indoor toilet or urinal flushing, non-single family graywater treatment works (Graywater Use Category C2)

1. Non-single family, indoor toilet and urinal flushing graywater treatment works (Category C2) must comply with the following signage requirement:

a. Each toilet and urinal must have a sign that says: "TO CONSERVE WATER, THIS BUILDING USES TREATED NON-POTABLE GRAYWATER TO FLUSH TOILETS AND URINALS."

E. Single family and non-single family, rural fire protection graywater treatment works (Graywater Use Categories: D1 and D2)

1. Single family and non-single family, rural fire protection graywater treatment works (Category D1 and D2, if applicable) must comply with the following signage requirement:

a. Each storage cistern must have a sign that says "CAUTION GRAYWATER BEING USED FOR RURAL FIRE PROTECTION SUPPLY ONLY. DO NOT DRINK, DO NOT CONNECT TO THE POTABLE DRINKING WATER SYSTEM."

86.14 Graywater Use Requirements - Control Measures

A. Control measures are operational requirements representing best management practices that graywater treatment works must follow when operating a graywater treatment works.

B. Control measures that apply to all graywater uses

All graywater treatment works must be operated in accordance with the following control measures:

1. Graywater must be collected in a manner that minimizes the presence or introduction of:

   a. hazardous or toxic chemicals in the graywater to the greatest extent possible;

   b. human excreta in the graywater to the greatest extent possible;

   c. household wastes;

   d. animal or vegetable matter, and

   e. for Laundry to Landscape systems (Graywater Use Category A1), this includes control over the type of clothing in the washing machine (e.g. no reusable diapers; not using graywater when someone in the household is sick).

2. Use of graywater is limited to the confines of the facility that generates the graywater.

3. The graywater treatment works must be operated and maintained in accordance with the O&M manual, including all manufacturer recommended maintenance activities. The O&M manual must remain with the graywater treatment works throughout the system's life and be updated based on each modification and approval made to the system. The O&M manual must be transferred, upon change of ownership or occupancy, to the new owner or tenant.

   a. For Category C2 graywater treatment works that have a capacity to receive greater than 2,000 gallons per day (gpd), operational and maintenance records must be maintained for a minimum of the past five (5) years.

4. The owner or operator of a graywater treatment works must minimize exposure of graywater to humans, domestic pets, and other animals.

5. Graywater use and graywater treatment works must not create a public nuisance.

6. Graywater must not be stored for more than 24 hours unless the graywater has been treated by a graywater treatment works that meets the design requirements of section 86.12. All graywater must be stored inside a tank(s) that meets the design requirements of section 86.12(A)(5).

7. Temporary or semi-temporary connections from the potable water system or public water system to the graywater treatment works are prohibited. Permanent connections from the potable water system or public water system to the graywater treatment works must meet the design requirements of 86.12(A)(6).

C. Control measures that apply to subsurface irrigation graywater use, including mulch basins (Graywater Use Categories: A1, B1, and B2)

Subsurface irrigation graywater treatment works must be operated in accordance with the following additional control measures:

1. Edible crop irrigation is prohibited for non-single family subsurface irrigation (Graywater Use Category: B2).

2. Edible crops irrigated with graywater treatment works must be washed with potable water prior to consumption.

3. Edible crops irrigated with graywater treatment works must be for personal consumption only and not for sale.

4. Single family units that allow for short term rentals (e.g. Airbnb, VRBO, etc.) are prohibited from using graywater for edible crop irrigation and Laundry to Landscape graywater treatment works.

5. Irrigation of sprouts, leafy greens and root crops is prohibited.

6. Irrigation is prohibited when the ground is frozen, plants are dormant, during rainfall events, or the ground is saturated.

7. Irrigation scheduling must be adjusted so that application rates are closely matched with soil and weather conditions.

8. Graywater must be applied in a manner that does not result in ponding, runoff, or unauthorized discharge to state waters. For dispersed subsurface irrigation systems, the graywater must be applied at an agronomic rate. For mulch basins systems, the graywater must not be applied in excess of the soil adsorption rate.

9. For mulch basin systems, mulch must be replenished and undergo periodic maintenance as needed to reshape or remove material to maintain surge capacity and to prevent ponding and runoff.

D. Control measures that apply to indoor toilet and urinal flushing graywater use (Graywater Use Categories: C1 and C2)

Indoor toilet and urinal flushing graywater treatment works (Categories C1 and C2) must be operated in accordance with the following additional control measures.

1. Graywater for toilet and urinal flushing use must be disinfected.

   a. Graywater treatment works that utilize chlorine for disinfection must have a minimum of 0.2 mg/L and a maximum of 4.0 mg/L of free chlorine residual throughout the indoor graywater plumbing system, including fixtures.

   b. Single family graywater treatment works that utilize non-chemical methods, such as UV, for disinfection must have a chlorine puck present in each toilet or urinal tank.

2. Graywater for toilet and urinal flushing must be dyed with either blue or green food grade vegetable dye and be visibly distinct from potable water.

E. Control measures that apply to rural fire protection graywater use (Graywater Use Categories: D1 and D2)

Rural fire protection graywater treatment works (Categories D1 and D2) must be operated in accordance with the following additional control measures.

1. Graywater for rural fire protection use must be stored in a watertight storage cistern consistent with 86.10(F)(3) for single family graywater treatment works and 86.10(G)(3) for non-single family graywater treatment works.

2. Graywater for rural fire protection use must be disinfected prior to graywater entering the storage cistern.

   a. Graywater treatment works that utilize chlorine for disinfection must have a minimum of 0.2 mg/L and a maximum of 4.0 mg/L of free chlorine residual throughout the indoor graywater plumbing system, prior to being pumped to the storage cistern; or

   b. UV disinfection prior to being pumped to the storage cistern.

3. The local fire district/authority must be notified and agree to graywater use for fire protection prior to its adoption and use in a local city, city and county or county.

86.15 Operation and Maintenance Manual

All graywater treatment works must have an O&M manual. The O&M manual must include the following items:

A. A graywater treatment works description including: equipment list, design basis data including but not limited to, design volumes, design flow rates of each component and service area, system process description, system schematic drawing for single family Graywater Use Categories (A1, B1, C1 and D1), and system as-built drawing for non-single family Graywater Use Categories (B2, C2 and D2).

B. Maintenance information for the graywater treatment works, including but not limited to: component maintenance schedule, instructions for component repair, replacement, or cleaning, replacement component source list, testing and frequency for potable containment device, and instructions for periodic removal of residuals.

C. Operational ranges for parameters (except for Category A1: Laundry to Landscape systems), including but not limited to: disinfectant concentration levels, filter replacement parameters, pressure ranges, tank level, and valve status under normal operation.

D. Step-by-step instructions for starting and shutting down the graywater treatment works, including but not limited to: valve operation, any electrical connections, cleaning procedures, visual inspection, and filter installation.

E. A guide for visually evaluating the graywater treatment works and narrowing any problem scope based on alarm activations, effluent characteristics, system operation, and history.

F. A list of graywater control measures in which the graywater treatment works must be operated (except for Category A1: Laundry to Landscape systems).

86.16 Operation by Designated Responsible Person and Certified Operator

A. Graywater treatment works for non-single family Graywater Use Categories require a designated responsible person who is knowledgeable with the duties including, as appropriate, specific measures used to operate treatment, monitoring, inspection, planning, reporting and documentation requirements. The designated responsible person must:

1. Be designated by the legally responsible party,

2. Conduct operations and maintenance in accordance with the graywater treatment works manufacturer's recommendations and the professional engineer's recommendations,

3. Ensure compliance with the Operation and Maintenance Manual in this regulation, and

4. Ensure compliance with the local agency's ordinance or resolution, including monitoring and reporting requirements.

B. A graywater treatment works with a design capacity greater than 2,000 gpd must be operated by qualified personnel who meet any applicable requirements of Regulation No. 100, the Water and Wastewater Facility Operators Certification Requirements.

86.17 - 86.20 Reserved

86.21 STATEMENT OF BASIS, SPECIFIC STATUTORY AUTHORITY, AND PURPOSE; APRIL 13, 2015 RULEMAKING, FINAL ACTION MAY 11, 2015, EFFECTIVE JUNE 30, 2015

The provisions of sections 25-8-202(1)(c) and 25-8-205(1)(g), C.R.S., provide the specific statutory authority for the Graywater Control Regulation adopted by the Water Quality Control Commission (commission). The commission has also adopted, in compliance with section 24-4-203(4), C.R.S., the following statement of basis, specific statutory authority, and purpose.

BASIS AND PURPOSE

I. Purpose

The commission has determined that the adoption of the requirements set forth in Regulation #86 are necessary to protect public health and the environment in the state. The commission believes that the implementation of graywater use in Colorado will proceed more expeditiously by limiting the initial regulatory scope. This approach promotes development of local graywater programs through two initial graywater uses with specific treatment and control measure requirements. The commission expects the adoption of modifications to Regulation #86 over time to allow for additional graywater uses, graywater users, and expanded treatment options. The commission anticipates future reviews of this regulation to include a review for improved organization and readability, and also anticipates that the next review will consider whether to allow agricultural irrigation as a use, and whether to adopt variance provisions.

It is the intent of the commission that this regulation promote the use of graywater by providing a comprehensive framework which, when followed, will assure responsible use of graywater compatible with the state's public policy to foster the health, welfare and safety of the inhabitants of the state of Colorado and to protect, maintain, and improve, where necessary and reasonable, the water quality in Colorado.

II. House Bill 13-1044 Background

House Bill 13-1044 was signed into law on May 15, 2013, and authorizes the use of graywater in Colorado. The legislation defined "graywater" and "graywater treatment works" and established a basic implementation framework for graywater use within Colorado.

Under the statute, each local city, city and county, or county are able to decide whether to allow graywater use within its jurisdiction via the adoption of a resolution or ordinance that meets minimum local, state and federal requirements, including but not limited to the Colorado Plumbing Board regulations, local graywater control programs, water rights requirements, and operator certification requirements. All graywater users must wait until all relevant regulations are effective before implementing graywater treatment works.

III. Regulatory Goals

Through adoption of this regulation, the commission is encouraging the use of graywater. Because graywater has the potential to be a human pathogen pathway, the commission is adopting measures to adequately protect public health. The graywater regulation is structured so that local governments will have flexibility to adopt ordinances, resolutions, and rules that are appropriate in each individual circumstance. Local graywater control programs are voluntary, and may allow one or both of the authorized graywater uses. The local graywater control program may be more stringent but must meet the minimum requirements of Regulation #86. Since neither the local implementing agencies nor the state agencies were allocated funds for graywater regulation, ordinance, code, resolution, and other supporting graywater control legal framework, the regulation aims to be cognizant of resource limitations linked to local implementation. At this time, the commission is authorizing two graywater uses – indoor toilet flushing and outdoor subsurface irrigation. The commission anticipates that the allowed graywater uses may be expanded in the future after Colorado gains some experience and further scientifically based research can define the risks and benefits.

IV. Applicability

The statute states that, "graywater may only be used in areas where the local city, city and county, or county has adopted an ordinance or resolution approving the use of graywater", and ordinances and resolutions must be "in compliance" with the commission's regulation and other federal, state, and local. §§ 25-8-205(1)(g)(II), 31-11-107(1) and 31-15-601(1)(m), C.R.S.

The Commission declined to grandfather preexisting graywater systems. All graywater systems in Colorado must meet the requirements of this regulation.

There are some on-site waste water treatment systems ("OWTS") that, in addition to disposal, use some of the water generated from these systems for subsurface irrigation. The purpose of these systems is sewage disposal. These systems were approved prior to May 15, 2013, pursuant to *Regulation #43: On-Site Wastewater Treatment System Regulation* ("OWTS") (5 CCR 1002-43.4(J) or *Individual Sewage Disposal System Guidelines* ("ISDS") (5 CCR 1003-6.IV.J) which allows a local public health agency to approve "experimental" OWTS or ISDS systems. The record indicated there are a small number of these systems, less than 10. The Commission adopted section 86.6(A)(2) to address these systems. These systems will continue to operate under Regulation No. 43 and will be deemed in compliance with this regulation unless and until modifications are made, at which time the system will need to evaluate its system and to the extent applicable must come into compliance with requirements of this regulation.

A local city, city and county or county that adopts a graywater ordinance or resolution must include the ability to compel graywater users to discontinue the practice in the event the program is discontinued. Where a local jurisdiction adopts a local graywater program, and later decides to discontinue the local graywater control program, the local government may either fully discontinue the program or adopt a limited graywater control program to allow existing graywater systems to continue. The "limited graywater control program" option means that the previously adopted local control program (including all Regulation #86 requirements) can be limited to the existing graywater treatment works and that no additional applications for graywater systems will be accepted.

V. Enforcement and Division Oversight

The statute conveys exclusive enforcement authority regarding compliance with the local ordinance or resolution to the local jurisdiction. The commission does not intend to directly enforce on individual users or graywater treatment works that are located within a local graywater control program. In cases where there is no local graywater control program in place, graywater use within the local jurisdiction will not be authorized and the user (not the local agency) may face enforcement action from the Water Quality Control Division (division).

A local city, city and county, or county that chooses to adopt a local graywater control program must notify the Division within 60 days of adoption and provide a copy of the ordinance, or resolution and, if applicable, rule. The division may review the ordinance or resolution to ensure that the ordinance or resolution meets the minimum intent of Regulation #86, and may take action to compel any local graywater program to conform to the minimum requirements of the regulation.

VI. Definitions

The commission relied upon existing regulatory definitions where possible and adopted definitions for several terms not already defined in statute. The definitions of the terms "cross-connection" and "public water system" were taken from Regulation #11: Colorado Primary Drinking Water Regulations. The definitions of the terms "component", "design", "design flow", "floodplain", "floodway", "local public health agency", "on-site wastewater treatment system", "percolation test", "site evaluation", "soil horizon", "soil profile test pit", and "soil structure" were taken or modified from Regulation #43: On-site Wastewater Treatment System Regulation. The definitions of the terms "agronomic rate", "agricultural irrigation", and "Division" were taken or modified from Regulation #84: Reclaimed Water Control Regulation. The definition for "indirect connection" was modified from the International Plumbing Code 2012 edition definition of an "indirect waste pipe". The definitions of the terms "suitable soil" and "subsurface irrigation" were modified from Washington Administrative Code Chapter 246-274.

The commission created definitions for "closed sewerage system", "facility", "legally responsible party", "local agency", "local graywater control program", "modification", "public nuisance", and "single family".

VII. Administration

In section 86.9 of the regulation, the commission set mandatory minimum requirements for a resolution or ordinance and, if applicable, rule as adopted by a local agency. The minimum requirements are intended to ensure that the local graywater control program meets the statutory requirements and to ensure a comprehensive graywater program. Based on stakeholder feedback, the regulation allows some administration elements to be authorized in rule, rather than in ordinance or resolution. The minimum requirements are meant to be flexible recognizing that many local agencies will incorporate graywater into existing business processes. A local agency may adopt more stringent standards in its ordinance, resolution, or rule.

A local government may only authorize graywater use in accordance with federal, state, and local requirements. The city, city and county, or county is ultimately responsible for legal compliance with its own ordinance or resolution. Before a local city, city and county, or county adopts an ordinance or resolution to authorize the use of graywater, a board of county commissioners or a municipal governing body is encouraged to coordinate with other local agencies, including but not limited to, the local board of health, local public health agencies, any water and wastewater service providers, and basin water quality authorities. Coordination with other local agencies may be accomplished through memorandums of agreement, memorandums of understanding, agency referral mechanism, or agency agreements. The commission anticipates there may be circumstances where one regulatory entity's rules and regulations could impact the legality of graywater use in a portion of an overall jurisdiction. For example, if a county allows graywater use but a portion of the county is served by a public water system that does not have appropriate water rights to allow graywater uses, this portion of the county must be excluded from the local graywater control program.

The ordinance, resolution, or rule must clearly state the requirements for graywater use within the jurisdiction. The local graywater control program must outline: the allowed graywater category(ies), the graywater treatment design criteria, site and soil evaluation methodology (if applicable), any regulatory fees, any testing requirements, or specific local requirements. The regulation does not require that an ordinance impose fees or water quality reporting.

A local agency's graywater program must include a tracking mechanism for all graywater treatment works, a regulatory approval process, and mechanisms to ensure that on-going graywater use is done in compliance with the requirements of the resolution, ordinance, or rule (e.g., control measures are being met). The commission concludes that a local graywater program must address all graywater treatment works within a jurisdiction, including single family users. Current information on the installed graywater treatment works will be useful in the event of an outbreak investigation and during property transfers. Information regarding the legally responsible party associated with every graywater treatment works will also allow the local jurisdiction to have a contact for the decision maker of each graywater treatment works.

The commission determined that the ordinance or resolution must define the local regulatory structure to implement the program to ensure compliance with the resolution or ordinance. The ordinance or resolution must clearly state which agency(ies) are involved in a local graywater control program and each agency's roles and responsibilities. These requirements are meant to encourage coordination within and between agencies.

Since the local jurisdiction will have enforcement authority, the local graywater control program must include violation notification mechanisms and escalation or enforcement actions. Possible violations of the ordinance or resolution that cause enforcement actions include, but are not limited to: not testing backflow prevention devices as required, not complying with control measures, and installation of a new or modification of an existing system without going through an approval process.

The local jurisdiction will be responsible for coordinating with the Water and Wastewater Facility Operator Board to ensure that any Regulation #100: Water and Wastewater Facility Operator Certification Requirements are being satisfied. The commission encourages local jurisdictions to incorporate a mechanism for operator compliance assurance and a referral mechanism to the Water and Wastewater Facility Operator Board.

VIII. Graywater Categories

The commission is authorizing two uses for graywater - subsurface irrigation and indoor toilet /urinal flushing. There were several factors that guided the commission in determining the graywater categories within the two allowed graywater uses, including the population exposed, potential health exposure, potential cross-connection control risk, and environmental risk. The commission established a major category distinction between a single family residential user and all other users (referred to in the regulation as non-single family). The commission anticipates that a single family user will be financially and personally vested in keeping the household graywater treatment works operating properly. Single family residents will likely be aware of the health status of the other residents in their immediate household. In contrast, non-single family users may not be as diligent in following graywater control measures, may not understand the implications to other graywater users, or may not be responsible for maintaining a graywater treatment works. Accordingly, four graywater use categories were created to address single family and non-single family graywater use for subsurface irrigation (Categories A and B) and indoor toilet and urinal flushing (Categories C and D).

Within the four graywater categories, the commission is adopting daily graywater flow restrictions to ensure that graywater treatment works are consistent with other commission regulations. The commission decided to define a daily graywater flow rate rather than use the building occupancy for a variety of reasons. A daily flow rate is more consistent with the plumbing code, and is more consistent with other commission regulations. Based on a joint American Water Works Association Research Foundation (AwwaRF) and American Water Works Association (AWWA) study titled the Residential End Uses of Water, approximately 30 to 35 gallons per day (gpd) of graywater is produced per person and approximately 18.5 gpd/person is used for toilet flushing. The commission decided on a flow limit of 400 gpd for single family users which is roughly the amount of graywater produced by 10 people and the amount that 22 people could use for indoor toilet flushing. The non-single family limit of 2,000 gpd is roughly the amount of graywater produced by 50 people and the amount that 108 people could use for indoor toilet flushing.

Graywater is expected to contain nitrogen, phosphorus, and total dissolved solids which are regulated pollutants for groundwater discharges under Regulation #41 (5 CCR 1002-41). The commission determined that the potential risks to groundwater from graywater systems are similar to the risk posed by decentralized onsite wastewater treatment systems. Therefore, at the same time as adopting this control regulation, the commission revised Regulation #61 (section 61.14(1)(b)) to exempt graywater treatment works from the requirement to obtain a discharge permit.

IX. Control Measures

In addition to design requirements, the commission is adopting control measures, which are the required routine actions for graywater treatment works. The control measures compliment the design criteria. The control measures attempt to control potential graywater exposure though: limitation of graywater contamination at the point of production (e.g., sink), proper operation of the treatment process, and limitation of graywater exposure (e.g., toilet or irrigation system). For example, the design criteria for indoor toilet flushing use requires the installation of a dye injection system and the associated control measure is the daily operation of the dye injection system. The control measures are the critical barrier to protect public health and environment after installation of the graywater treatment works. The adopted control measures were developed after reviewing other states' graywater programs and the International Plumbing Code requirements. Some control measures are required for all graywater uses, while other control measures are only required for subsurface irrigation or indoor toilet flushing.

A. Control measures required for all graywater uses

- Graywater must be collected in a manner that minimizes the presence or introduction of hazardous or toxic chemicals to the greatest extent possible. Residual hazardous or toxic chemicals may result from activities including, but not limited to: the use of cleaning chemicals; the use of hazardous household products; waste from a water softener; cleaning car parts; washing greasy or oily rags or clothing; rinsing paint brushes; disposal of pesticides, herbicides, or other chemicals; disposing of waste solutions from home photo labs or similar hobbyist or home occupation activities; or from other home maintenance activities.

- *Graywater must be collected in a manner that minimizes the presence or introduction of human excreta to the greatest extent possible.* Human excreta may result from activities such as, but not limited to: washing diapers, washing soiled garments, and washing infectious garments.

- *Graywater must be collected in a manner that minimizes the presence or introduction of household wastes.* Residual household wastes may result from activities including, but not limited to: the use of cleaning chemicals; pharmaceuticals, or from home maintenance activities.

- *Graywater must be collected in a manner that minimizes the presence or introduction of animal or vegetable matter.* Animal or vegetable matter may result from activities such as but not limited to: cooking, cleaning, and washing pets

- *Use of graywater is limited to the confines of the facility that generates the graywater.* This control measure is a statutory requirement.

- *The graywater treatment works must be operated and maintained in accordance with the O&M manual, including all manufacturer recommended maintenance activities.* On the surface this control measure is similar to the administration section which requires each graywater treatment works to have an O&M manual. However, this control measure requires that the O&M manual be actively followed and be used to guide proper operation and maintenance of a graywater treatment works. The commission included a five (5) year minimum O&M recordkeeping requirement for Category D graywater treatment works that have a capacity to receive equal to or greater than 2,000 gallons per day since maintenance of these systems will be essential to protect public health. In the event of an outbreak, having records will allow public health officials to have a baseline of operational information to ensure that the graywater treatment works was properly operated.

- *The owner or operator of a graywater treatment works must minimize exposure of graywater to humans and domestic pets.* Research indicates that graywater is to be expected to contain human pathogens. Therefore, the commission considers minimization of exposure to humans and pets as a common sense measure to limit possible pathogen pathways. The commission understands that some exposures will be necessary for graywater treatment works maintenance, cleaning, aerosolization when flushing of urinals and toilets, and irrigation system maintence. Users should be aware that human pathogens are likely present, and should therefore limit their exposure as much as possible and take protective measures.

- *Graywater use and graywater treatment works must not create a public nuisance.* Graywater use and graywater treatment works must not create public nuisances such as odors and disease vectors (e.g., mosquitoes) habitat.

- *Graywater must not be stored for more than 24 hours unless the graywater has been treated by a graywater treatment works that meets the design requirements of section 86.12. All graywater must be stored inside a tank(s) that meets the design requirements of section 86.12.* Graywater stored for an extended time period will create an environment that encourages microorganism growth. Extended storage of untreated graywater will result in anaerobic (a.k.a. no oxygen) conditions and unpleasant odors. Colorado water rights laws will likely impact storage of treated graywater for an extended time period. In addition, this requirement is in conformance with the 2015 International Plumbing Code.

- *Temporary or semi-temporary connections from the potable water system or public water system to the graywater treatment works are prohibited. Permanent connections from the potable water system or public water system must be controlled with an appropriate backflow prevention assembly or backflow prevention method.* Temporary potable water connections to graywater treatment works are not allowed. An example of a temporary connection is a hose submerged in a graywater storage tank to provide irrigation water during vacation. The prohibition was put in place since temporary connections will not undergo design approval or have an appropriate backflow prevention assembly or backflow prevention method. While temporary connections are prohibited, graywater treatment works may have a permanent connection from a potable water system or public water system. Permanent connections from the potable water system or public water system must be controlled with an appropriate backflow prevention assembly or backflow prevention method as required in section 86.12.

B. Additional control measures required for subsurface irrigation use

- *Agricultural irrigation with graywater is prohibited.* In order to be protective of public health, and because insufficient information was presented at this hearing to fully evaluate the risk to public health, graywater may not be used for agricultural irrigation. The definition of agricultural irrigation includes household gardens, fruit trees, and other flora intended for human consumption. This is especially critical for local jurisdictions that allow household produced food products to be sold at farmers markets. The commission considers "human consumption" to mean any food or beverage consumed by humans, regardless of the processing method (e.g., raw, fermented, baked, canned).

- *Irrigation is prohibited when the ground is frozen, plants are dormant, during rainfall events, or the ground is saturated.* The commission intends to ensure that graywater use does not result in ponding, runoff, or unauthorized discharge to state waters. Therefore, graywater irrigation under these conditions is not allowed.

- *Irrigation scheduling must be adjusted so that application rates are closely matched with soil and weather conditions.* The amount of water needed for irrigation is dependent on a variety of local conditions such as the flora being irrigated, weather condition, and local soils. The user needs to be mindful that the required amount of graywater and nutrients will change over time and therefore the graywater application rate must also be adjusted.

- *Graywater must be applied at an agronomic rate which does not result in ponding, runoff, or unauthorized discharge to state waters.* The definition of agronomic rate is generally consistent with the definition from Regulation #84 (which addresses centralized reclaimed water operations). While this regulation does not require a water quality test, such testing is encouraged. Graywater use must not result in ponding, runoff, or unauthorized discharge to state waters.

- *For mulch basin systems, mulch must be replenished as required due to decomposition of organic manner. Mulch basins must undergo periodic maintenance, reshaping or removal of material to maintain surge capacity and to prevent ponding and runoff.* Microbial activity within the mulch basins will result in decomposition of organic material To maintain the required storage volume and soil permeability, the mulch beds must undergo routine maintenance. This requirement was based on the 2013 California Plumbing Code.

C. Additional control measures required for indoor toilet flushing use

- *Graywater for toilet and urinal flushing use must be disinfected.* Graywater research indicates that graywater is to be expected to contain human pathogens. Therefore, the commission is using a multi-barrier approach, including the addition of a potent disinfectant to inhibit the presence of organisms, pathogens and viruses in the graywater distribution system.

- *Graywater treatment works that utilize chlorine for disinfection must have a minimum of 0.2 mg/L and a maximum of 4.0 mg/L of free chlorine residual throughout the indoor plumbing system, including fixtures.* The free chlorine residual requirement is generally consistent with Regulation #11. The commission is not implying that graywater for indoor toilet and urinal flushing must be treated to potable water standards, as defined by Regulation #11, but that a free chlorine residual range of 0.2 to 4.0 mg/L is reliably detectable and not high enough to adversely impact plumbing fixtures.

- *Single family graywater treatment works that utilize non-chemical methods, such as UV, for disinfection must have a chlorine puck present in each toilet tank.* The commission wants to give some flexibility to Category C systems and not require chlorine injection for all systems. Since some disinfectants, such as UV, do not have a residual present in the distribution system, a chlorine puck will inhibit the presence of organisms, pathogens, and viruses within the toilet tank and bowl.

- *Graywater for toilet and urinal flushing must be dyed with either blue or green food grade vegetable dye and be visibly distinct from potable water.* The commission adopted this requirement from the 2012 International Plumbing Code. Dye is a visual indicator that the water within the building is non-potable. Because single family households are not required to have signage for indoor toilet flushing, the dye serves as the notification method that a cross connection has occurred and graywater is entering the potable water lines of the operation.

X. Treatment Works Design Criteria

A. Design criteria treatment basis

For dispersed subsurface irrigation, the commission's intention with the design criteria is to protect the subsurface irrigation system from failure. The commission anticipates that without filtration, graywater irrigation systems would fail in a similar manner to an OWTS soil treatment area. Therefore, the commission is requiring filtration prior to the irrigation distribution system to inhibit failure of the emitter systems by particulate or bio-growth clogging. Irrigation system failure will result in surfacing graywater, unequal distribution, and discharge to groundwater.

For subsurface irrigation mulch basin systems, the commission's intention is to ensure that the mulch basin has an adequate volume for surge events and that the soil is capable of adsorption of any excess graywater that is not utilized by the flora. Mulch basin system failure will result in clogged mulch basins, surfacing graywater, and excessive discharge to groundwater.

For indoor toilet and urinal flushing, the commission is requiring a treatment technology that will be protective of public health and will consistently treat graywater without on-going water quality testing. Graywater research indicates that graywater is to be expected to contain human pathogens. Graywater is an emerging research area and peer reviewed research regarding graywater as a potential disease vector and treatment technology impacts on human pathogens are limited. Until additional graywater research studies indicate a definite public health safety threshold, the commission selected the ANSI/NSF 350-2011 standard for indoor toilet and urinal flushing. ANSI/NSF 350 is a performance based treatment testing protocol which requires a third party review of water quality data. The ANSI/NSF 350 standard is required in the 2015 International Plumbing Code and is required by other western states that allow indoor toilet flushing with graywater. The 2013 California Plumbing Code sets ANSI/NSF 350 as the minimum water quality standards (unless the authority having jurisdiction has other water quality requirements). Oregon allows indoor use with an ANSI certified graywater standard. In addition to ANSI/NSF 350 treatment, the commission is requiring dye to visually differentiate graywater from potable water, as well as requiring a disinfectant to prevent biological growth in the graywater distribution system.

B. Flow projections

The commission is adopting graywater flow rates based on the 2012 Uniform Plumbing Code. The 2012 Uniform Plumbing Code includes daily flow estimates for water saving fixtures while the 2015 International Plumbing Code only has traditional fixture daily flow estimates. The commission received comments from local agencies indicating that the allowed occupancy rates and therefore overall flow rate projections are not very conservative. The commission determined that if graywater is produced at graywater treatment works designed with a storage tank at a rate higher than the estimates, that any excess graywater will overflow to a combined sewer system. Excess graywater production will not impact the graywater treatment works flow (after the storage tank) for graywater use and the overall flow to the closed sewerage system from the facility will not be impacted.

For mulch basin systems without a storage tank, excess graywater production may have a more direct impact. A mulch basin without a storage tank, which is sized for surge events at three times the daily production volume, provides some safety factor for additional daily flow. The local implementing agencies will have the flexibility to adopt more conservative flow rates. For multi-family residential systems, this flow projection design criteria allows flexibility if site specific flow information is available. The residential flow values are intended for circumstances where site specific fixture information is unknown.

C. General graywater treatment works design criteria

The commission is adopting general design criteria for all graywater treatment works including: component sizing requirements, a graywater diversion valve, no bypass lines around the treatment works, and labeling. Treatment works components must be sized to treat the anticipated peak flow rate. For example: an improperly sized filter upstream of a storage tank may result in graywater backing up into the building's plumbing system. The diversion valve is a critical component for the graywater user to allow graywater to be sent to the closed sewerage system during non-irrigation periods, divert graywater when cleaning the tank, divert graywater when hazardous chemical are being used in the building, etc. The diversion valve is intended to direct graywater prior to the graywater treatment works to a closed sewerage system. No bypass lines around the graywater treatment works prior to use is allowed. The graywater lines must also be clearly distinguished to guarantee that the graywater piping is not mistaken for potable water piping. This requirement is intended to be consistent with the anticipated Colorado Plumbing Code requirements but will apply to all graywater piping, including piping outside the structure.

This regulation is consistent with the requirements for onsite wastewater treatment facilities with respect to: the impact of a graywater system on the onsite wastewater treatment facility sizing, floodplain, and floodway requirements. The onsite wastewater treatment system must be sized for the potentially full wastewater treatment flow from the facility in the event that future property owners elect to discontinue use of the graywater treatment works.

The commission determined that a storage tank is required for all graywater treatment works, except for properly sized mulch basin systems. Tanks equalize flow surges and minimize water quality variations through the day. Tanks also allow graywater application to be controlled to ensure agronomic rate control. If excess graywater is produced (over the agronomic rate), the excess graywater will be sent to the closed sewerage system via the overflow line rather than being disposed of in the subsurface irrigation system. Tanks can be used as a collection reservoir for a pressurized graywater distribution system which will allow for equal distribution of graywater throughout graywater piping. For indoor tanks, the Colorado Plumbing code may be more restrictive than the requirements in this regulation, but the design criteria adopted here set minimum standards for water quality needs. The required tank appurtenances are important design features necessary for maintaining the required control measures. Design criteria were included for tank materials, access openings, vents, overflow lines, drains, tank foundation, and signage. A minimum tank volume of 50 gallons was adopted based on the 2012 Uniform Plumbing Code. Outdoor tanks must be protected from direct sunlight to limit biological growth prior to use of stored water.

Some graywater treatment works will produce backwash waste streams. The backwash waste stream must be properly contained or disposed. An example of a graywater treatment works with a produced wastewater stream would be a filter with a backwash process. Any wastewater from the treatment process must be sent to an appropriate disposal location such as a closed sewerage system or an approved Underground Injection Control well.

Graywater treatment works must be located within the confines of the legal property boundary and not within an easement.

D. Additional design criteria for Categories A and B

In order to ensure the integrity of the irrigation system, the commission is requiring a filter. The filter must be located between the treatment system and the irrigation distribution system to inhibit failure of the soil or emitter systems by particulate clogging. A 60 mesh filter was determined to be the appropriate minimum size for protection of the irrigation system. However, the irrigation system manufacturer may recommend smaller filter sizes based on the selected graywater irrigation system components. Local governments can be more stringent and require designers to follow the manufacturer's recommendations. Prefiltration is not required but is recommended to reduce maintenance on the 60 mesh filter. The filter must be located between the tank and the irrigation area. To prevent pump failure, the filter must be located after the pump and not on the suction side of the pump.

For mulch basin systems, the commission's aim was to not require a filter and to allow for simple graywater systems. It is anticipated that the mulch and underlying soil will act similar to a trickling filter and will provide some treatment of graywater that is not used by the flora.

E. Back up potable water system requirements for Categories A, B, C, and D

The commission is adopting different cross-connection control requirements for a graywater system served by a public water system (as defined in Regulation #11) than for graywater systems served by a non-public water system. The commission believes that installation of control devices is critical at all graywater treatment works with potable water connections. However, the commission does not want to require annual device testing for non-public water system users and customers (e.g., a single family house on an individual private well) that would not be required under the commission's existing regulations. The cross connection control requirements for public water systems are well defined in Regulation #11 and therefore this regulation does not repeat the associated requirements. For urinal and toilet flushing users, potable water supply is required for sanitary purposes since toilets and urinals must have a water supply at all times. For subsurface irrigation users, a potable water supply is optional.

F. Signage requirements for non-single family users

The regulation requires signage for public notification. The signage requirement is for non-single family users since the building occupants and visitors are less likely to be aware that a graywater treatment works is in use than at a single family residence. The required signage is for general notification and is a component of the required control measures. For non-single family users, signs are required at three locations: 1) point of graywater production (e.g., sink), 2) location of the graywater treatment works, and 3) point of graywater use (e.g., irrigation area, toilet). At the point of production, the purpose of the sign is to notify building occupants or visitors that the water is being reused and to ensure that the graywater is not being inadvertently contaminated. At the location of the graywater treatment works, the purpose of the sign is to notify occupants and building maintenance personnel in order to prevent accidental exposure to graywater. At the point of use, the purpose of the sign is to notify the persons using the irrigation area, toilet, or urinal.

G. ANSI/NSF 350 standard certified treatment for Category C and D systems

NSF/ANSI 350-2011 is a performance based water quality standard developed by the NSF Joint Committee on Wastewater Technology in 2011 for residential and commercial graywater treatment for indoor toilet and urinal flushing. The standard sets the minimum design, material, design and construction, and performance requirements for on-site residential and commercial graywater treatment systems. Technologies are tested under normal operating conditions and stress conditions and water quality results are verified by a third party certification agency. The standard does not specify the treatment technologies used to meet the water quality standard which gives flexibility of various treatment technologies to get certified. The commission finds that the ANSI/NSF standard meets an acceptable technology review protocol that would be certified by a third party agency to simplify the technology review process for the local jurisdictions. In addition, ANSI/NSF is a nationally recognized standard that is intended to be protective of public health and would consistently treat graywater without the need for on-going water quality testing. As the ANSI/NSF certification standard is relatively recent only a few manufacturers have gone through the certification process. The commission anticipates that as indoor graywater use becomes more accepted, more manufacturers will certify their products. Additionally, the ANSI/NSF 350 standard has on-site performance testing and evaluation protocol for commercial systems over 1,500 gallons per day. The commission anticipates some graywater users will use a third party testing agency to certify their graywater treatment works to the NSF/ANSI 350 standard.

H. Disinfection requirements for Category C and D systems

Graywater research indicates that graywater is to be expected to contain human pathogens; therefore, the commission considers the use of a potent disinfectant an essential part of a multi-barrier approach to protect public health. The use of a disinfectant is required if disinfection is not already part of the ANSI/NSF equipment. The disinfectant is to inhibit the growth of microorganisms, pathogens and viruses in the indoor graywater plumbing system. For non-single family systems, the commission is requiring a free chlorine residual of 0.2 mg/L to 4 mg/L to prevent regrowth of microorganism in the graywater distribution system. Non-single family users are expected to have a large potentially impacted population and a more complicated distribution system design than single family systems. To reduce the burden on single family users, systems that use non-chemical methods for disinfection are required to use a chlorine puck in the toilet or urinal.

To maintain a multi-barrier approach, the commission is requiring that the disinfection process be capable of producing free chlorine rather than total chlorine. The disinfection process for non-single family users must be capable of injecting enough chlorine to react with all reducing agents, ammonium, organics, etc present in the graywater (aka past the breakpoint chlorination point) and that free chlorine must be present. EPA documents indicate that chloramines (which are formed prior to breakpoint chlorination) are approximately 100 times less effective than free chlorine at inactivating pathogens such as *Giardia lamblia* or viruses. Therefore, the commission believes that free chlorine is a readily available and safe, potent disinfectant.

I. Professional Engineers for Category D systems

The professional engineer requirement for graywater treatment works with a design capacity greater than 2,000 gallons per day was determined to be necessary to ensure the protection of public health and the environment. The local jurisdiction may elect to make designer requirements more stringent in their graywater control program.

XI. Irrigation System Design Criteria

A. General design criteria basis

The irrigation design requirements in this regulation are modeled after the State of Washington's graywater regulation (Chapter 246-274 WAC). Washington requires that graywater be applied directly to the plant root zone. The requirement that irrigation systems be located four (4) inches below ground rather than two (2) inches results in less potential graywater surfacing or accidental breakage incidents. The commission wants to be in general conformance with the required set back distance requirements.

The requirements adopted for single family dispersed subsurface irrigation systems are intended to prevent undersizing of the subsurface irrigation area while making the application process straightforward. For non-single family dispersed subsurface irrigation systems and mulch basin systems, the commission's intent was to adequately size the irrigation system using the best information available including site specific soil testing.

B. Irrigation system requirements for Single Family irrigation system

The intention with the dispersed subsurface irrigation systems area sizing was to have a reasonable and simple calculation for single family systems. The commission believes this equation is the simplest and most economical method to estimate the landscape area for small graywater systems. The equation is used by other state agencies (e.g., Idaho, Washington) and designers (e.g., Oasis Design). Furthermore, this method does not require soils testing at each single family residential site. Local jurisdictions that are not comfortable without soils testing results may elect to require the mulch bed or Category B requirements for the single family dispersed subsurface irrigation systems.

C. Irrigation system requirements for Mulch Basin and Non-Single Family dispersed subsurface irrigation systems

The commission modeled the Category B and mulch basin irrigation design requirements on the State of Washington's graywater regulation (Chapter 246-274 WAC). The Washington soil type table was merged with the soil type descriptions in Regulation #43 for ease of local implementation and for consistency between commission regulations. The soil depths are not the same as the Regulation #43 requirements since Regulation #43 is intended for onsite wastewater treatment while this regulation is intended for graywater use by flora. Although intended for use by flora, the mulch basin system design criteria recognize that disposal to groundwater may result. This recognition is the basis for requiring a site and soil evaluation for all mulch basin systems, even single family systems. The site and soil evaluation requirement aims to provide site specific conditions design parameters to allow proper design for category B and mulch basin systems.

Mulch basin design requirements in other western states were researched, and detailed mulch basin design parameters were not found. Therefore the commission's goal for the mulch basin design criteria was to have sufficient volume to adsorb graywater volume surges for graywater treatment works. For graywater treatment works that do not have a storage tank the volume requirements are to capture a surge volume three (3) times the daily flow. For graywater treatment works with a storage tank the volume requirement has a safety factor of 1.5 times the daily flow. The purposes of the other mulch basin design criteria are for proper operation and to minimize potential human exposure.

86.22 STATEMENT OF BASIS, SPECIFIC STATUTORY AUTHORITY, AND PURPOSE; NOVEMBER 9, 2015 RULEMAKING, EFFECTIVE DECEMBER 30, 2015

The provisions of sections 25-8-202(1)(c) and 25-8-205(1)(g), C.R.S., provide the specific statutory authority for the Graywater Control Regulation adopted by the Water Quality Control Commission (commission). The commission has also adopted, in compliance with section 24-4-203(4), C.R.S., the following statement of basis, specific statutory authority, and purpose.

BASIS AND PURPOSE

The commission stated in the statement of basis and purpose language in section 86.21 that, "[t]he commission anticipates future reviews of this regulation to include a review for improved organization and readability." In the November 9, 2015 rulemaking the Commission reorganized Regulation #86 and, in some cases, clarified the language. These changes to Regulation #86 are not substantive and are not intended to create any new or different requirements for graywater systems. The revisions are intended to make Regulation #86 easier to understand, comply with, and implement.

In an effort to provide clarity the following revisions were made:

- Section 86.9 - clarified which of the local graywater program requirements must be adopted under an ordinance or resolution and which requirements may be adopted under rule,
- Section 86.11 - created a new independent section for graywater treatment works – flow projections in section
- Section 86.12 - reorganized the graywater treatment works design criteria in section into: subsurface irrigation graywater treatment works design criteria and indoor and urinal flushing graywater treatment works design criteria, rather than design criteria for each use category,
- Section 86.13 - moved the operation and maintenance manual requirements to section 86.13,
- Section 86.14 - moved the control measure requirements to section 86.14, and
- Minor editorial changes for clarity throughout.

86.23 STATEMENT OF BASIS, SPECIFIC STATUTORY AUTHORITY, AND PURPOSE; NOVEMBER 13, 2023 RULEMAKING, EFFECTIVE JANUARY 14, 2024

The provisions of sections 25-8-202(1)(c) and 25-8-205(1)(g), C.R.S., provide the specific statutory authority for the Graywater Control Regulation adopted by the Water Quality Control Commission (commission). The commission has also adopted, in compliance with section 24-4-103(4), C.R.S., the following statement of basis, specific statutory authority, and purpose.

BASIS AND PURPOSE

Upon adoption of Regulation No. 86 in 2015, the commission anticipated future reviews to consider improved organization and readability, whether to allow additional uses and treatment works of graywater and whether to adopt a variance process. During the triennial review hearing in 2021, the commission directed the division to conduct a stakeholder process to discuss these topics in addition to other proposed items from the division. As a result, the commission adopted several changes to this regulation during the rulemaking on November 13, 2023.

I. Improved Clarification and Organization

A. Applicability for Existing Graywater Treatment Works and Regulatory Revisions

The commission added language in the Applicability section to clarify circumstances for graywater treatment works that have been approved prior to this regulatory revision ((86.6(A)(3)). The language states that if graywater treatment works were approved prior to revisions to Regulation No. 86, the treatment works remain in compliance until modifications are made, or a public or environmental health risk is identified. The commission deemed this a safe and appropriate means to avoid abrupt, burdensome costs associated with continuous upgrades or alterations as this regulation is updated. The commission's intent was to allow existing systems to persist as long as they are safe for public health and the environment.

B. Water Quality Control Commission's Control Regulations – 86.6(A)(6)

The commission deemed it necessary to include a requirement for local graywater control programs to require compliance with nutrient control regulations (5 CCR 1002-71 through 1002-75), and for notification to be provided to the basin control authorities. Regulation No. 86 does not contain phosphorus treatment techniques or standards.

C. Local Graywater Ordinances and Resolutions

The commission clarified the timeline for local agencies to update and ensure compliance of their local ordinance or resolution within 365 days from the effective date of the most recent regulation adopted by the commission. If the division determines that a local ordinance or resolution is out of compliance with Regulation No. 86, the ordinance or resolution must be revised within 180 days of written notice by the division to the local authority.

D. New Definitions

The definition of "Backflow Device" was deleted, and definitions for "Backflow Contamination Event," "Backflow Prevention Assembly" and "Backflow Prevention Method" were added to be consistent with terminology used in Colorado's Primary Drinking Water Regulation No. 11. Definitions of "ENERGY STAR" and "Integrated Water Factor" were added because these terms and data are used to calculate flow projections for laundry machines in section 86.11. A definition of "Laundry to Landscape" was added because the commission adopted this type of graywater treatment works in this regulation. In sections 86.11(A)(1)(ii)(a) and (b), the commission decided to switch the terminology from "traditional fixtures" and "water saving fixtures" to "Non-WaterSense fixtures" and "WaterSense fixtures," respectively, because the former terms do not have definitions in the 2012 Uniform Plumbing Code. Therefore, a definition of "WaterSense" was added. WaterSense is the Environmental Protection Agency's (EPA's) program for testing and labeling water efficient fixtures. It is also the intent that if the WaterSense program was replaced with another water efficiency program, the definition would still apply.

II. New Graywater Treatment Works and Use Categories

A. Laundry to Landscape Graywater Treatment Works

The commission added category A1: Laundry to Landscape graywater treatment works for single family users to employ subsurface irrigation, including mulch basins. A definition, design criteria and control measures were added. The commission found that single family units that allow for short term rental agreements (e.g. Airbnb, VRBO, etc.) should be prohibited from using Laundry to Landscape systems. The graywater effluent should be consistently produced from a permanent source to prevent the risk of potential outbreaks. Short term renters may not be aware of the control measures and other requirements in place to maintain safe Laundry to Landscape systems, and graywater effluent from multiple persons from various regions would resemble multifamily effluent that poses a greater public health risk.

B. Edible Crops

The commission added an allowance of edible crop irrigation for subsurface irrigation for single family users (includes irrigation from Laundry to Landscape systems). Irrigation of sprouts, leafy greens and root crops is prohibited. The commission's main concern was ingestion of pathogens, and research has shown that non-spray irrigation methods on crops that grow above ground is a low risk and efficient use of graywater. Additionally, a control measure was added that edible crops irrigated with graywater treatment works must be washed with potable water prior to consumption. The commission determined that edible crop irrigation should be prohibited for non-single family users and single family units that allow for short term rentals (e.g. Airbnb, VRBO, etc.) because of the higher risk associated with pathogens in non-single family graywater effluent. As with Laundry to Landscape systems, the commission believed graywater effluent should be consistently produced from a permanent source to prevent the risk of potential outbreaks.

C. Rural Fire Protection

The commission added rural fire protection as graywater use categories D1 and D2 to provide options for jurisdictions that allow fire sprinkler systems in homes of specific sizes located in remote areas that do not have readily available storage tanks, fire hydrants or other water supplies for firefighting. While there are risks associated with using graywater for firefighting, the commission determined that protection of life from fire is a greater priority at the time of an emergency. The commission required the local city, city and county, or county to obtain agreement from the local fire district/authority prior to adopting this use in their local ordinance or resolution. It was determined that the design criteria and modified control measures for toilet and urinal flushing be used for rural fire protection to be protective of human health. Graywater must be stored in an outdoor, watertight cistern with signage to notify firefighters that graywater is contained in the cistern.

III. Adjustment to Labeling of Graywater Use Categories

The commission adopted a new labeling series for the graywater use categories shown in the table below.

Category	Use	Graywater Source(s)	End Use
A1	Laundry to Landscape	Laundry Machines	Outdoor mulch basins (single family dwelling)
B1	Single family subsurface irrigation (landscapes)	All allowed graywater sources	Outdoor subsurface irrigation and mulch basins (single family dwelling)
B2	Non-single family subsurface irrigation (landscapes)	All allowed graywater sources	Outdoor subsurface irrigation and mulch basins (non-single family)
C1	Single family indoor toilet and urinal flushing	All allowed graywater sources	Indoor toilet and urinal flushing (single family dwelling)
C2	Non-single family indoor toilet and urinal flushing	All allowed graywater sources	Indoor toilet and urinal flushing (non-single family)
D1	Single family rural fire protection	All allowed graywater sources	Indoor/outdoor firefighting, storage tank outdoor (single family dwelling)
D2	Non-single family rural fire protection	All allowed graywater sources	Indoor/outdoor firefighting, storage tank outdoor (non-single family)

IV. Updates to Flow Projections and Design Criteria

A. Laundry Machine Flow Projections

The commission decided to use the EPA's ENERGY STAR, Integrated Water Factor (IWF) for ENERGY STAR rated laundry machines. ENERGY STAR is an EPA label that is certified to meet strict standards for energy efficiency and incorporates water savings calculations into their product certifications. The IWF is a measure of water efficiency that considers gallons of water consumed per cubic foot of capacity. The IWF's can be found on EPA's website, and with the product information for ENERGY STAR laundry machines. For laundry machines that do not have an ENERGY STAR label, the flow projections previously used in Regulation No. 86 will apply. The flow rate for traditional fixtures (laundry machines that are not ENERGY STAR rated) was reduced from 15 gallons per day per occupant (gpd/occupant) to 10 gpd/occupant based on more recent and reliable laundry machine water usage data.

B. New Equation for Mulch Basin Design Criteria

The commission developed a new equation to be used to calculate landscaped area for Laundry to Landscape systems and mulch basins. The commission deleted the previous equation from Regulation No. 86 because the new equation is a simplified version that reaches the same end goal. Soil type and loading rate are uniform and reliable factors to consider whether there is sufficient graywater volume absorption for graywater subsurface irrigation.

C. New Equation for Single and Non-Single Family Dispersed Subsurface Irrigation

The commission developed a new and separate equation for sizing landscaped areas for single and non-single family dispersed subsurface irrigation systems (Graywater Use Categories: B1 and B2). Table 12-2 used for Laundry to Landscape systems is appropriate for non-pressurized irrigation systems. Dispersed subsurface irrigation systems that are not installed in mulch basins are pressurized. Table 12-3 in section 86.12(B)(3)(b)(i) is specific for pressurized irrigation systems and will result in more accurate landscaped area calculations for these types of systems.

Additionally, the commission changed the minimum depth of subsurface irrigation components from four inches to two inches (sections 86.8(45) and 86.12(B)(1)(a)). Two inches is in line with the recommendation in the 2024 Uniform Plumbing Code.

V. Certified Operator Responsibilities

The commission removed the requirement that a certified operator under the Water and Wastewater Facility Operators Certification Board be required for non-single family Graywater Treatment Works with a design capacity of 2,000 gpd or less. Most NSF 350 treatment works are relatively simple, and a designated responsible person who can operate and maintain the treatment works according to the conditions in 86.16(A) will be protective of public health. Non-single family graywater treatment works with a design capacity of greater than 2,000 gpd will continue to be required to be operated by a certified operator per Regulation No. 100.

Editor's Notes

History

Entire rule eff. 06/30/2015.

Rules 86.7.B, 86.9.B, 86.9.C.2, 86.11-86.15, 86.22 eff. 12/30/2015.

Entire rule eff. 01/14/2024.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Subdivision Exemption; Hotchkiss Ranches, Inc; LUC

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Applicant requests a subdivision exemption to validate an existing 43 acre lot off Colorado Highway 133.

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 12/11/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/11/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/17/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

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www.GunnisonCounty.org

To: Gunnison County Board of County Commissioners
RE: LUC-24-00049 | Subdivision Exemption | Hotchkiss Ranches, Inc.
Memo Date: December 10, 2024
Meeting Date: December 17, 2024

Hotchkiss Ranches Inc. submitted an application for a subdivision exemption to validate an existing 43 acre lot off Colorado Highway 133, about 12.5 miles south of McClure Pass and 1.5 miles north of Paonia State Park. (Parcel # 2989-000-00-029)**.** The parcel is owned by Hotchkiss Ranches Inc. and was subdivided in February of 1980 when CDOT reconstructed CO-133 through the original parcel (Parcel # 2989-000-00-064). This process was completed outside of the standard County subdivision process. A subdivision exemption is the validation of a lot that existed prior to the effective date of this Resolution, but did not exist before September 27, 1972 and has not been reviewed and approved by the County as a legally subdivided lot.

Gunnison County Land Use Resolution Section 5-104:O. Application Form for Subdivision Exemptions describes a process for consideration of a subdivision exemption. Subdivision exemptions are classified as Administrative Review projects for which the Board of County Commissioners make a decision.

LUC-24-00049 was reviewed by planning staff and the County Attorney's Office on November 18, 2024 and was found to comply with the standards of Land Use Resolution Article 5 – *Administrative Review Projects That Require Land Use Change Permits*:

A. Section 5-103:A GENERAL STANDARDS. An application for a Land Use Change Permit for an Administrative Review Project shall comply with the following standards:
    1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.
    2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area; and

B. Section 5-103:A.3.e ADDITIONAL STANDARDS APPLICABLE TO SUBDIVISION EXEMPTIONS. The BOCC may approve an application for a subdivision exemption if the proposed use of the land complies with Section 1-105: Sections Necessary for Immediate Preservation of Public Health and Safety, and all other applicable codes and regulations, including the applicable building code, adopted and amended by Gunnison County, and the Gunnison County On-Site Wastewater Treatment System Regulations.

The project complies with the general standards above as the plat language matches what is required in the standards of Section 5-105:O.1. Additionally, the project is compatible with community character, as other 35+ acre parcels are neighboring this lot.

Thank you,

Rachael Blondy

Exhibits

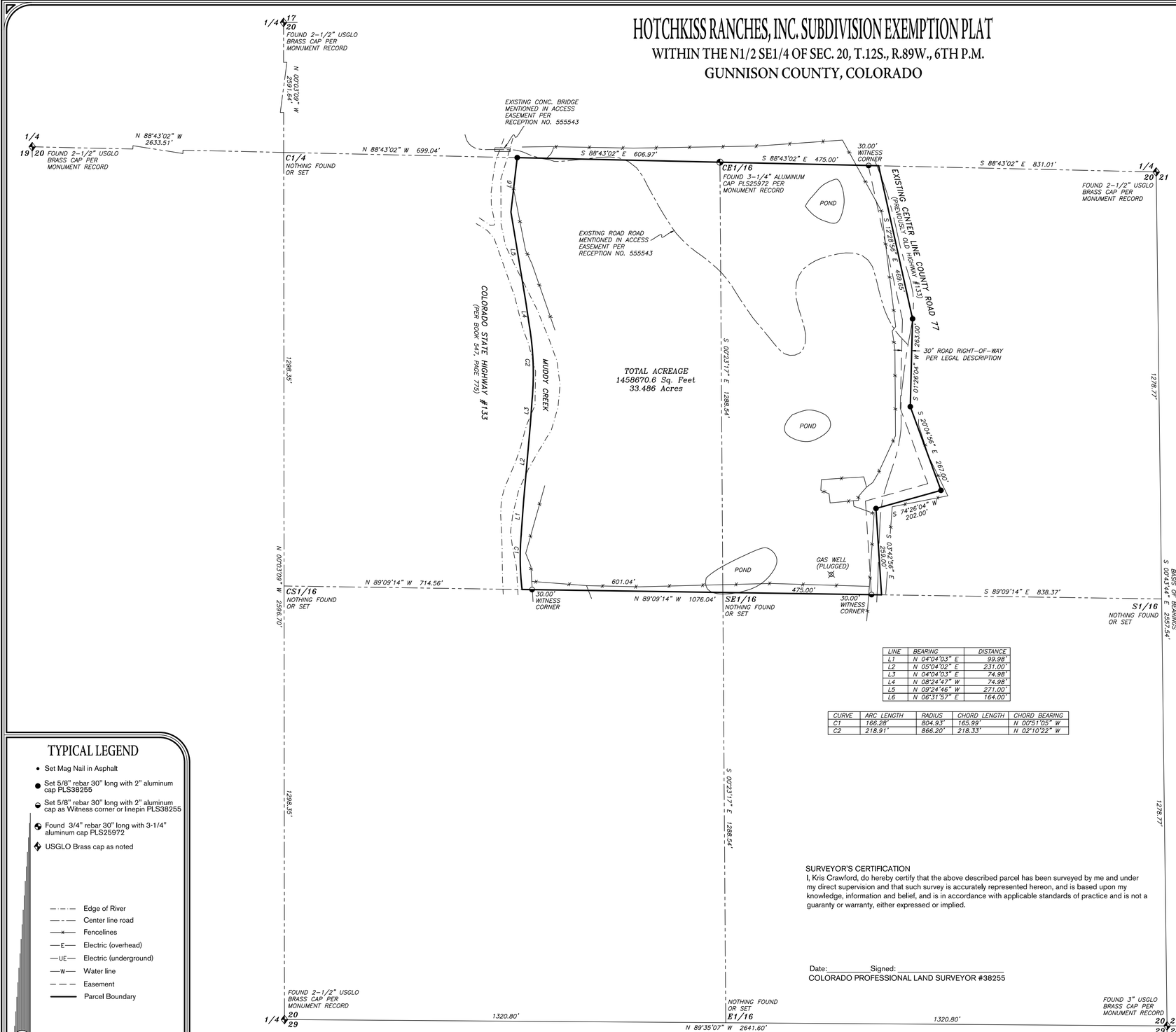
You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-24-00049. Click on "Attachments".

A. LUC-24-00049 – Hotchkiss Ranches, Inc Subdivision Exemption Plat

HOTCHKISS RANCHES, INC. SUBDIVISION EXEMPTION PLAT

WITHIN THE N1/2 SE1/4 OF SEC. 20, T.12S., R.89W., 6TH P.M.

GUNNISON COUNTY, COLORADO



LINE	BEARING	DISTANCE
L1	N 04°04'03" E	99.98'
L2	N 05°04'02" E	231.00'
L3	N 04°04'03" E	74.98'
L4	N 08°24'47" W	74.98'
L5	N 09°24'46" W	271.00'
L6	N 06°31'57" E	164.00'

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	166.28'	804.93'	165.99'	N 00°51'05" W
C2	218.91'	866.20'	218.33'	N 02°10'22" W

TYPICAL LEGEND

- Set Mag Nail in Asphalt
- Set 5/8" rebar 30" long with 2" aluminum cap PLS38255
- Set 5/8" rebar 30" long with 2" aluminum cap as Witness corner or linepin PLS38255
- Found 3/4" rebar 30" long with 3-1/4" aluminum cap PLS25972
- USGLO Brass cap as noted

- Edge of River
- Center line road
- Fencelines
- Electric (overhead)
- Electric (underground)
- Water line
- Easement
- Parcel Boundary

BASIS OF BEARINGS:
S.00°43'44"E. FROM THE 1/4 COR. COMMON TO SEC. 20 & 21 TO THE SEC. COR. COMMON TO SEC. 20, 21, 28 & 29
GEODETIC NORTH
GPS OBSERVATION

SCALE 1"=150 U.S. SURVEY FEET
0 75 150 300

SURVEYOR'S CERTIFICATION
I, Kris Crawford, do hereby certify that the above described parcel has been surveyed by me and under my direct supervision and that such survey is accurately represented hereon, and is based upon my knowledge, information and belief, and is in accordance with applicable standards of practice and is not a guaranty or warranty, either expressed or implied.

Date:_____Signed: _____
COLORADO PROFESSIONAL LAND SURVEYOR #38255

DEDICATION

Know all men by these presents that the Hotchkiss Ranches, Inc., a Colorado Corporation being the owner of the land described as follows:

A parcel of land located within the N1/2 of the SE1/4 of Section 20, Township 12 South, Range 89 West of the 6th P.M., having a description based upon a bearing of S.00°43'44"E. from the 1/4 Corner common to Sections 20 and 21 (monumented by a 2-1/2" USGLO Brass cap) to the Section Corner common to Sections 20, 21, 28 and 29 (monumented by a 3" USGLO Brass cap), with all other bearings relative thereto and being more particularly described as follows: Beginning at the CE1/16 Corner (monumented by a 3-1/4" aluminum cap PLS25972); thence along the north line of said N1/2 of the SE1/4 S.88°43'02"E. 475.00 feet to the approximate center line of Old Colorado Highway #133 (as described under Reception No. 262368); thence along said center line the following five (5) courses: (1) S.12°28'56"E. 469.65 feet; (2) thence S.01°26'04"W. 263.00 feet; (3) thence S.20°04'56"E. 267.00 feet; (4) thence S.74°26'04"W. 202.00 feet; (5) thence S.03°42'56"E. 259.00 feet to the south line of said N1/2 of the SE1/4; thence along said south line N.89°09'14"W. 1076.04 feet to the easterly right of way line of Colorado Highway #133 (as described under Reception No. 348782); thence along said easterly right of way line the following eight (8) courses: (1) thence along a non-tangent curve to the right 166.28 feet, with a radius of 804.93 feet and a chord bearing and distance of N.00°51'05"W. 165.99 feet; (2) thence N.04°04'03"E. 99.98 feet; (3) thence N.05°04'02"E. 231.00 feet; (4) thence N.04°04'03"E. 74.98 feet; (5) thence along a tangent curve to the left 218.91 feet, with a radius of 866.20 feet and a chord bearing and distance of N.02°10'22"W. 218.33 feet; (6) thence N.08°24'47"W. 74.98 feet; (7) thence N.09°24'46"W. 271.00 feet; (8) thence N.06°31'57"E. 164.00 feet to the north line of said N1/2 of the SE1/4; thence along said north line S.88°43'02"E. 606.97 feet to the Point of Beginning, containing 33.486 acres, more or less.

County of Gunnison, State of Colorado

under the name and style of HOTCHKISS RANCHES, INC. SUBDIVISION EXEMPTION PLAT has laid out, platted and subdivided the same as shown on this plat, and by these present does hereby dedicate to the public at large, the streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities, as shown hereon.

In witness whereof, the Hotchkiss Ranches, Inc., a Colorado Corporation has caused its name to be hereunto subscribed

this ____ day of _____, 2024

Hotchkiss Ranches, Inc., a Colorado Corporation

By: _____.

Title: _____.

NOTARIAL:
State of)
) ss.
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 20_____, by Hotchkiss Ranches, Inc./Kenneth James Farmer, Member

My commission expires: _____

My address is _____

_____

_____

Witness my hand and official seal.

ATTORNEY'S OPINION

I, Gary T. Potter, 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 the Hotchkiss Ranches, Inc., a Colorado Corporation and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows: None

Dated this _____ day of _____, 20_____.

_____.

Attorney-at-Law

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of the subdivision exemption HOTCHKISS RANCHES, INC. SUBDIVISION EXEMPTION PLAT is approved this _____, day of _____, A.D. 20_____.

_____.

Chairperson, Board of Gunnison County Commissioners

Attest:

_____.

Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This survey was accepted for deposit in the office of the Clerk and Recorder of Gunnison County, Colorado, on this _____ day of _____, A.D. 20_____; Deposit Number _____, Time _____, Date _____

_____

County Clerk and Recorder

NOTE: According to Colorado law any legal action based upon a defect in this survey must be commenced within three years after such defect is discovered. In no event may any action based upon any defect in this survey be commenced more than ten years from the date shown on the certification hereon.

WILMORE & COMPANY
PROFESSIONAL LAND SURVEYING, INC.
406 Grand Avenue
P.O. Box 1652
Paonia, Colorado 81428
970.527-4200 PHONE
970.314-1009 PHONE
www.wilmorelandsurveying.com
EMAIL kris@wilmorelandsurveying.com
Defining Boundaries

FIELD CREW:	KC
DRAFTER:	KC
CHECKED BY:	RAW

HOTCHKISS RANCHES, INC. SUBDIVISION EXEMPTION PLAT
WITHIN THE N1/2 SE1/4 OF SEC. 20, T.12S., R.89W., 6TH P.M.
GUNNISON COUNTY, COLORADO

J24162 | 20 NOVEMBER 2024

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Skyland Lot S86 Plat Correction; LUC-24-00042

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Plat correction and reaffirmation to correct property owner on previously approved Boundary Line Adjustment plat.

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:
Appears legally sufficient. The LUR does not clearly define a process for correcting an Attorney's Opinion on a boundary line adjustment plat. ASFR 12.10.24

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 12/10/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/17/2024

Revised April 2015

PLAT CORRECTION AND REAFFIRMATION

This Plat Correction and Reaffirmation corrects and reaffirms that certain Skyland Lot S86 Boundary Line Adjustment Plat recorded November 19, 2024 at Reception No. 699570 in the office of the Gunnison County, Colorado, Clerk and Recorder ("Plat").

This Plat Correction and Reaffirmation changes the ownership of an undivided 50% interest in Lot S86 from William R. Leer and Brooke B. Leer, who signed the Plat, to the William R. Leer Trust uta dated July 31, 2014 as to an undivided 25% interest, and the Brook B. Leer Trust uta dated July 31, 2014 as to an undivided 25% interest. Those trusts also each owned an undivided 50% interest in Lot S87. Those trusts were in title when the Plat was executed, approved by Gunnison County and recorded in the Gunnison County records.

Attorney's Opinion Correction

I, David Leinsdorf, Attorney at Law, duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands dedicated and subdivided on the Plat. On November 4, 2024, title to Lot S86 was vested in the William R. Leer Trust uta dated July 31, 2014, as to an undivided twenty-five percent (25%) interest, and the Brooke B. Leer Trust uta dated July 31, 2014, as to an undivided twenty-five percent (25%) interest, and PFG Crested Butte, L.L.C., a Texas limited liability company, as to an undivided fifty percent (50%) interest, and is free and clear of all liens, defects, and encumbrances, restrictions and reservations, except those listed in paragraphs 1 through 17 of the Attorney's Opinion on the Plat and title to Lot S87 was vested in the William R. Leer Trust uta dated July 31, 2014 as to an undivided 50% interest and, in the Brooke B. Leer Trust uta dated July 31, 2014 as to an undivided 50% interest. Today the title to Lots S85, S86 and S87 remains as it was on November 4, 2024.

Dated this 6th day of December, 2024.

David Leinsdorf, Attorney Reg #2740
P. O. Box 187, 215 Elk Avenue, 3rd Floor
Crested Butte, CO 81224-0187
Phone: (970) 349-6111
david81224@gmail.com

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within Plat Correction and Reaffirmation is approved this ____ day of _____, A.D. 2024.

_____
Chairperson, Gunnison County Board of Commissioners

Attest:

_____
Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

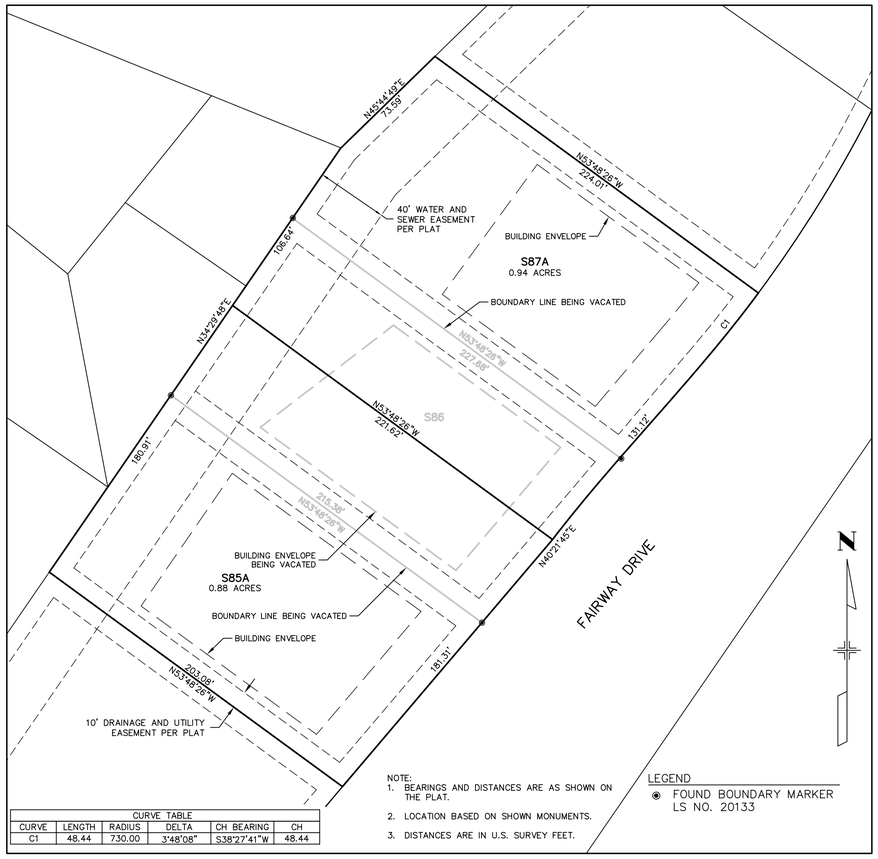
This Plat Correction and Reaffirmation was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ____ day of _____, A.D. 2024, Reception No. _____ Time_____, Date_____.

_____
Gunnison County Clerk and Recorder

SKYLAND LOT S86
BOUNDARY LINE ADJUSTMENT PLAT

1.82 ACRES +/-

LOCATED WITHIN
NW1/2 NE1/4 SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST
OF THE 6TH PRINCIPAL MERIDIAN
GUNNISON COUNTY, COLORADO



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH
C1	48.44	730.00	3°48'08"	S38°27'41"W	48.44

NOTE:
1. BEARINGS AND DISTANCES ARE AS SHOWN ON THE PLAT.
2. LOCATION BASED ON SHOWN MONUMENTS.
3. DISTANCES ARE IN U.S. SURVEY FEET.

ATTORNEY'S OPINION

I, David Leinsdorf, 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. Title to Lot S86 is vested in William R. Leer and Brooke B. Leer and PFG Crested Butte, L.L.C., a Texas limited liability company, and is free and clear of all liens, defects, and encumbrances, restrictions and reservations except as follows:

1. United States Patent recorded in Book 101 at page 428;
2. Plat of Skyland, Initial Filing recorded under Reception No. 363852;
3. Declaration of Protective Covenants of Skyland, Initial Filing, recorded in Book 574 at page 141; Notice of Amendment recorded in Book 789 at page 710; Amendment recorded under Reception No. 473133; Amendment recorded under Reception No. 551122; Resolution of the Board of Directors, Skyland Community Association recorded under Reception No. 606526 and Resolution recorded under Reception No. 608447;
4. Certification recorded in Book 576 at page 164 and Supplemental Certification recorded in Book 595 at page 76;
5. Tap Purchase Agreement recorded in Book 610 at page 349;
6. Easement Deed recorded in Book 610 at page 600;
7. Development Agreement and Agreement for Purchase Infrastructure Improvements recorded in Book 652 at page 861; Infrastructure Capital Improvement Fee Resolution recorded in Book 652 at page 890; Resolution of the Board of Directors of Skyland Metropolitan District recorded in Book 697 at page 782; Agreement for Release of Lien for Capital Improvement Agreement recorded in Book 736 at page 283; and Release of Lien recorded under Reception No. 504679;
8. Resolution No. 19, Series 1995 by the Gunnison County Board of Commissioners recorded in Book 762 at page 190; and Resolution No. 25, Series 1997 recorded under Reception No. 475589;
9. Deed, Grant of Licenses, Reservation and Grant of Easements and Option Agreement recorded in Book 785 at page 323 and re-recorded in Book 787 at page 103;
10. Resolution No. 34, Series 1996 by the Board of County Commissioners of Gunnison County recorded in Book 787 at page 215;
11. Agreement Respecting Development recorded in Book 789 at page 905;
12. Amended Plat of Portions of Skyland recorded under Reception No. 473132;
13. Board of County Commissioners of Gunnison County Resolution No. 14, Series 2002 recorded under Reception No. 518492;
14. Board of County Commissioners of Gunnison County Resolution No. 12, Series 2004 recorded at Reception No. 539138 and re-recorded under Reception No. 539537;
15. Skyland Metropolitan District Special District Public Disclosure recorded under Reception No. 630679;
16. Resolution of the Board of Directors of Skyland Metropolitan District recorded under Reception No. 631158 and in First Amended and Restated Resolution recorded under Reception No. 682524; and
17. Real property taxes for the year 2024 due and payable in the year 2025.

Title to Lot S86 is vested in William R. Leer and Brooke B. Leer and PFG Crested Butte, L.L.C., a Texas limited liability company; title to Lot S85 is vested in PFG Crested Butte, L.L.C., a Texas limited liability company; and title to Lot S87 is vested in William R. Leer and Brooke B. Leer. Lot S85 and Lot S87 are subject to the same 17 exceptions to title that apply to Lot S86.

Dated this _____ day of _____, 2024.

_____
David Leinsdorf, Attorney Reg #2740
P.O. Box 187, 215 Elk Avenue, 3rd Floor
Crested Butte, CO 81224-0187
Phone: (970) 349-6111
david81224@gmail.com

NOTES

1. 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.

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 Replat was made by me and under my supervision and is accurate to the best of my knowledge.

Dated this _____ day of _____, 2024.

_____
Norman C. Whitehead, P.E.-P.L.S.
Colorado No. 27739

ORIGINAL SHEET SIZE: 24"X36"

CONSENT OF LOT S85 OWNER

PFG Crested Butte, L.L.C., a Texas limited liability company, being the owner of the land described as follows:

Lot S85, AMENDED PLAT OF PORTIONS OF SKYLAND, recorded January 3, 1997 as Reception No. 473132, County of Gunnison, State of Colorado,

hereby approves and consents to all terms, conditions and provisions set forth on this Boundary Line Adjustment Plat.

In witness whereof, David M. McGuire and Judith E. McGuire, as members of PFG Crested Butte, L.L.C., a Texas limited liability company, have subscribed their names this _____ day of _____, A.D. 2024.

PFG CRESTED BUTTE, L.L.C., a
Texas limited liability company

By: _____
David M. McGuire, Member / Manager

By: _____
Judith E. McGuire, Member / Manager

State of _____)
)ss.
County of _____)

The foregoing Dedication was acknowledged before me this _____ day of _____, A.D. 2024, by David M. McGuire and Judith E. McGuire, as members and managers of PFG Crested Butte, L.L.C., a Texas limited liability company.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

CONSENT OF LOT S87 OWNER

William R. Leer and Brooke B. Leer, being the owners of the land described as follows:

Lot S87, AMENDED PLAT OF PORTIONS OF SKYLAND, according to the Plat recorded January 3, 1997, bearing Reception No. 473132, County of Gunnison, State of Colorado,

hereby approve and consent to all terms, conditions and provisions set forth on this Boundary Line Adjustment Plat.

In witness whereof, William R. Leer and Brooke B. Leer have subscribed their names this _____ day of _____, A.D. 2024.

_____
William R. Leer

_____
Brooke B. Leer

State of _____)
)ss.
County of _____)

The foregoing Consent was acknowledged before me this _____ day of _____, A.D. 2024, by William R. Leer and Brooke B. Leer.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

CONSENT OF LOT S86 OWNERS

William R. Leer and Brooke B. Leer and PFG Crested Butte, L.L.C., a Texas limited liability company, being the owners of the land described as follows:

Lot S86, AMENDED PLAT OF PORTIONS OF SKYLAND, according to the Plat recorded January 3, 1997 under Reception No. 473132, County of Gunnison, State of Colorado (1.82 Acres ±),

under the name of SKYLAND LOT S86 BOUNDARY LINE ADJUSTMENT, hereby consent to the boundary line adjustment as shown hereon.

In witness whereof, William R. Leer and Brooke B. Leer, and David M. McGuire and Judith E. McGuire, as members of PFG Crested Butte, L.L.C., a Texas limited liability company, have subscribed their names this _____ day of _____, A.D. 2024.

_____
William R. Leer

_____
Brooke B. Leer

PFG CRESTED BUTTE, L.L.C., a
Texas limited liability company

By: _____
David M. McGuire, Member

By: _____
Judith E. McGuire, Member

State of _____)
)ss.
County of _____)

The foregoing Consent was acknowledged before me this _____ day of _____, A.D. 2024, by William R. Leer and Brooke B. Leer.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

State of _____)
)ss.
County of _____)

The foregoing Consent was acknowledged before me this _____ day of _____, A.D. 2024, by David M. McGuire and Judith E. McGuire, as members of PFG Crested Butte, L.L.C., a Texas limited liability company.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within SKYLAND LOT S86 BOUNDARY LINE ADJUSTMENT PLAT is approved this ____ day of _____, A.D. 2024.

_____
Chairperson, Gunnison County Board of Commissioners

Attest:

_____
Gunnison County Clerk and Recorder

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 No. _____
Time_____, Date_____.

_____
Gunnison County Clerk and Recorder

40 20 0 40 80
SCALE: 1" = 40'

SKYLAND LOT S86
BOUNDARY LINE ADJUSTMENT PLAT
GUNNISON COUNTY, COLORADO

Prepared By:
NCW & Associates, Inc.
P.O. Box 3688 Crested Butte
(970) 349-6384 Colorado 81224

PROJECT: 24072.00	DWG.: PLAT
DATE: 10/24/24	SHEET 1 OF 1

Skyland Lot S86

Memorandum to Board of County Commissioners

The only reason for this Plat Correction and Reaffirmation is to correct the names of William R. Leer and Brooke B. Leer as they appeared on the Plat the Board approved and I recorded on November 19, 2024. No changes to the boundaries or other features of the Plat are involved. That is the sole purpose of this request.

The Leers, who signed the recorded Plat personally, should have signed as Co-Trustees of the William R. Leer Trust uta dated July 31, 2014 and the Brooke B. Leer Trust uta dated July 31, 2014. Those trusts were in title when the Plat was executed, approved by the Board of County Commissioners and recorded in the Gunnison County records.

Many thanks for your consideration and assistance in correcting an error that the Leers, their estate planning attorney and I should have caught, but didn't.

December 9, 2024.

David Leinsdorf, Registration No. 2740
215 Elk Avenue, Third Floor
Crested Butte, CO 81224-0187
(970) 349-6111
David 81224@gmail.con

CONSENT OF LOT S86 OWNERS

William R. Leer Trust uta dated July 31, 2014, as amended, and Brooke B. Leer Trust uta dated July 31, 2014, as amended, and PFG Crested Butte, L.L.C., a Texas limited liability company, being the owners of the land described as follows:

Lot S86, AMENDED PLAT OF PORTIONS OF SKYLAND, according to the Plat recorded January 3, 1997 under Reception No. 473132, County of Gunnison, State of Colorado (1.82 Acres ±),

hereby approve this Plat Correction and Reaffirmation and reaffirm their approval of the Boundary Line Adjustment as shown on the Plat.

In witness whereof, William R. Leer and Brooke B. Leer, Co-Trustees of the William R. Leer Trust uta dated July 31, 2014, as amended, and Brooke B. Leer Trust uta dated July 31, 2014, as amended, and David M. McGuire and Judith E. McGuire, as members of PFG Crested Butte, L.L.C., a Texas limited liability company, have subscribed their names this 3rd day of December, A.D. 2024.

William R. Leer Trust uta dated July 31, 2014, as amended

By _____
William R. Leer, Co-Trustee

By _____
Brooke B. Leer, Co-Trustee

Brooke B. Leer Trust uta dated July 31, 2014, as amended

By _____
Brooke B. Leer, Co-Trustee

By _____
William R. Leer, Co-Trustee

PFG CRESTED BUTTE, L.L.C., a Texas limited liability company

By _____
David M. McGuire, Member/Manager

By _____
Judith E. McGuire, Member/Manager

State of Colorado)
)ss.
County of Larimer)

The foregoing Consent was acknowledged before me this 3 day of December, A.D. 2024, by William R. Leer and Brooke B. Leer, as Co-Trustees of the William R. Leer Trust uta dated July 31, 2014, as amended, and the Brooke B. Leer Trust uta dated July 31, 2014, as amended.

Witness my hand and official seal.
My commission expires: June 2, 2026

JOCELYN POWELL
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20144021908
MY COMMISSION EXPIRES JUN 2, 2026

Jocelyn Powell
Notary Public

State of _____)
)ss.
County of _____)

The foregoing Consent was acknowledged before me this _____ day of _____, A.D. 2024, by David M. McGuire and Judith E. McGuire, as Members and Managers of PFG Crested Butte, L.L.C., a Texas limited liability company.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

CONSENT OF LOT S87 OWNERS

The William R. Leer Trust uta dated July 31, 2014, as amended, as to an undivided fifty percent (50%) interest and the Brooke B. Leer Trust uta dated July 31, 2014, as amended, as to an undivided fifty percent (50%) interest, being the owners of the land described as follows:

Lot S87, AMENDED PLAT OF PORTIONS OF SKYLAND, according to the Plat recorded January 3, 1997, bearing Reception No. 473132, County of Gunnison, State of Colorado,

hereby approve this Plat Correction and Reaffirmation and reaffirm the Plat.

In witness whereof, William R. Leer and Brooke B. Leer, Co-Trustees of the William R. Leer Trust uta dated July 31, 2014, as amended, and Brooke B. Leer Trust uta dated July 31, 2014, as amended, have subscribed their names this 3rd day of December, A.D. 2024.

William R. Leer Trust uta dated July 31, 2014, as amended

By _____
William R. Leer, Co-Trustee

By _____
Brooke B. Leer, Co-Trustee

Brooke B. Leer Trust uta dated July 31, 2014, as amended

By _____
Brooke B. Leer, Co-Trustee

By _____
William R. Leer, Co-Trustee

State of Colorado)
)ss.
County of Lanmer)

The foregoing Consent was acknowledged before me this 3 day of December, A.D. 2024, by William R. Leer and Brooke B. Leer, as Co-Trustees of the William R. Leer Trust uta dated July 31, 2014, as amended, and the Brooke B. Leer Trust uta dated July 31, 2014, as amended.

Witness my hand and official seal.
My commission expires:
June 2, 2026

_____
Notary Public

JOCELYN POWELL
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20144021908
MY COMMISSION EXPIRES JUN 2, 2026

CONSENT OF LOT S85 OWNER

PFG Crested Butte, L.L.C., a Texas limited liability company, being the owner of the land described as follows:

Lot S85, AMENDED PLAT OF PORTIONS OF SKYLAND, recorded January 3, 1997 as Reception No. 473132, County of Gunnison, State of Colorado,

hereby approves this Plat Correction and Reaffirmation and reaffirms the Plat.

In witness whereof, David M. McGuire and Judith E. McGuire, as Members and Managers of PFG Crested Butte, L.L.C., a Texas limited liability company, have subscribed their names this _____ day of _____, A.D. 2024.

PFG CRESTED BUTTE, L.L.C., a
Texas limited liability company

By: _____
David M. McGuire, Member/Manager

By: _____
Judith E. McGuire, Member/Manager

State of Texas)
)ss.
County of Harris)

The foregoing Consent was acknowledged before me this 3rd day of December, A.D. 2024, by David M. McGuire and Judith E. McGuire, as Members and Managers of PFG Crested Butte, L.L.C., a Texas limited liability company.

Witness my hand and official seal.
My commission expires:

_____
Notary Public



CONSENT OF LOT S85 OWNER

PFG Crested Butte, L.L.C., a Texas limited liability company, being the owner of the land described as follows:

Lot S85, AMENDED PLAT OF PORTIONS OF SKYLAND, recorded January 3, 1997 as Reception No. 473132, County of Gunnison, State of Colorado,

hereby approves this Plat Correction and Reaffirmation and reaffirms the Plat.

In witness whereof, David M. McGuire and Judith E. McGuire, as Members and Managers of PFG Crested Butte, L.L.C., a Texas limited liability company, have subscribed their names this 3 day of December, A.D. 2024.

PFG CRESTED BUTTE, L.L.C., a
Texas limited liability company

By: _____
David M. McGuire, Member/Manager

By: _____
Judith E. McGuire, Member/Manager

State of _____)
)ss.
County of _____)

The foregoing Consent was acknowledged before me this _____ day of _____, A.D. 2024, by David M. McGuire and Judith E. McGuire, as Members and Managers of PFG Crested Butte, L.L.C., a Texas limited liability company.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

OFFICIAL SEAL
MARGARITA LUGO
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COUNTY
MY COMMISSION EXPIRES 03/04/2026

CONSENT OF LOT S86 OWNERS

William R. Leer Trust uta dated July 31, 2014, as amended, and Brooke B. Leer Trust uta dated July 31, 2014, as amended, and PFG Crested Butte, L.L.C., a Texas limited liability company, being the owners of the land described as follows:

Lot S86, AMENDED PLAT OF PORTIONS OF SKYLAND, according to the Plat recorded January 3, 1997 under Reception No. 473132, County of Gunnison, State of Colorado (1.82 Acres ±),

hereby approve this Plat Correction and Reaffirmation and reaffirm their approval of the Boundary Line Adjustment as shown on the Plat.

In witness whereof, William R. Leer and Brooke B. Leer, Co-Trustees of the William R. Leer Trust uta dated July 31, 2014, as amended, and Brooke B. Leer Trust uta dated July 31, 2014, as amended, and David M. McGuire and Judith E. McGuire, as members of PFG Crested Butte, L.L.C., a Texas limited liability company, have subscribed their names this _____ day of _____, A.D. 2024.

William R. Leer Trust uta dated July 31, 2014, as amended

By_____
William R. Leer, Co-Trustee

By_____
Brooke B. Leer, Co-Trustee

Brooke B. Leer Trust uta dated July 31, 2014, as amended

By_____
Brooke B. Leer, Co-Trustee

By_____
William R. Leer, Co-Trustee

PFG CRESTED BUTTE, L.L.C., a Texas limited liability company

By_____
David M. McGuire, Member/Manager

By_____
Judith E. McGuire, Member/Manager

State of _____)
)ss.
County of _____)

The foregoing Consent was acknowledged before me this _____ day of _____, A.D. 2024, by William R. Leer and Brooke B. Leer, as Co-Trustees of the William R. Leer Trust uta dated July 31, 2014, as amended, and the Brooke B. Leer Trust uta dated July 31, 2014, as amended.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

State of Texas)
)ss.
County of Harris)

The foregoing Consent was acknowledged before me this 3rd day of December, A.D. 2024, by David M. McGuire and Judith E. McGuire, as Members and Managers of PFG Crested Butte, L.L.C., a Texas limited liability company.

Witness my hand and official seal.
My commission expires:

_____
Notary Public



CONSENT OF LOT S86 OWNERS

William R. Leer Trust uta dated July 31, 2014, as amended, and Brooke B. Leer Trust uta dated July 31, 2014, as amended, and PFG Crested Butte, L.L.C., a Texas limited liability company, being the owners of the land described as follows:

Lot S86, AMENDED PLAT OF PORTIONS OF SKYLAND, according to the Plat recorded January 3, 1997 under Reception No. 473132, County of Gunnison, State of Colorado (1.82 Acres ±),

hereby approve this Plat Correction and Reaffirmation and reaffirm their approval of the Boundary Line Adjustment as shown on the Plat.

In witness whereof, William R. Leer and Brooke B. Leer, Co-Trustees of the William R. Leer Trust uta dated July 31, 2014, as amended, and Brooke B. Leer Trust uta dated July 31, 2014, as amended, and David M. McGuire and Judith E. McGuire, as members of PFG Crested Butte, L.L.C., a Texas limited liability company, have subscribed their names this _____ day of _____, A.D. 2024.

William R. Leer Trust uta dated July 31, 2014, as amended

By_____
William R. Leer, Co-Trustee

By_____
Brooke B. Leer, Co-Trustee

Brooke B. Leer Trust uta dated July 31, 2014, as amended

By_____
Brooke B. Leer, Co-Trustee

By_____
William R. Leer, Co-Trustee

PFG CRESTED BUTTE, L.L.C., a Texas limited liability company

By_____
David M. McGuire, Member/Manager

By_____
Judith E. McGuire, Member/Manager

State of _____)
)ss.
County of _____)

The foregoing Consent was acknowledged before me this ____ day of _____, A.D. 2024, by William R. Leer and Brooke B. Leer, as Co-Trustees of the William R. Leer Trust uta dated July 31, 2014, as amended, and the Brooke B. Leer Trust uta dated July 31, 2014, as amended.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

State of Texas)
)ss.
County of Harris)

The foregoing Consent was acknowledged before me this 3 day of December, A.D. 2024, by David M. McGuire and Judith E. McGuire, as Members and Managers of PFG Crested Butte, L.L.C., a Texas limited liability company.

Witness my hand and official seal.
My commission expires:

_____
Notary Public



June 24, 2024

Ms. Cathie Pagano
Assistant County Manager for
Community & Economic Development
221 North Wisconsin Street
Gunnison, CO 81230

Re: Lot S86, Amended Plat of Portions of Skyland

Dear Ms. Pagano:

As owners of an undivided one-half interest in Lot S86, Amended Plat of Portions of Skyland, according to the plat recorded January 3, 1997 under Reception No. 473132, County of Gunnison, State of Colorado, we authorize David Leinsdorf, Attorney, of Crested Butte, Colorado, to represent us in connection with an application to divide Lot S86 into two equal parts.

Thank you.

Sincerely,

William R. Leer

Brooke B. Leer

STATE OF Colorado)
) ss.
COUNTY OF Gunnison)

The foregoing was acknowledged before me this 24th day of June, 2024 by William R. Leer and Brooke B. Leer.

Witness my hand and official seal.

My commission expires: 10/27/27

Notary Public

CHRISTIAN ROBERT HAUCK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234040887
MY COMMISSION EXPIRES 10/27/2027

June 24, 2024

Ms. Cathie Pagano
Assistant County Manager for
Community & Economic Development
221 North Wisconsin Street
Gunnison, CO 81230

Re: Lot S86, Amended Plat of Portions of Skyland

Dear Ms. Pagano:

As Members and Managers of PFG Crested Butte, L.L.C., a Texas limited liability company, owner of an undivided one-half interest in Lot S86, Amended Plat of Portions of Skyland, according to the plat recorded January 3, 1997 under Reception No. 473132, County of Gunnison, State of Colorado, we authorize David Leinsdorf, Attorney, of Crested Butte, Colorado, to represent PFG Crested Butte, L.L.C. in connection with an application to divide Lot S86 into two equal parts.

Thank you.

Sincerely,

PFG Crested Butte, L.L.C., a Texas limited liability company

By _____
David M. McGuire, Member/Manager

By _____
Judith E. McGuire, Member/Manager

STATE OF Texas)
) ss.
COUNTY OF Harris)

The foregoing was acknowledged before me this 24 day of June, 2024 by David M. McGuire and Judith E. McGuire, Members and Managers of PFG Crested Butte, L.L.C., a Texas limited liability company.

Witness my hand and official seal.

My commission expires:

MARTHA SAVAGE EPPINETTE
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 07-02-2028
ID # 1127

_____
Notary Public

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That William R. Leer and Brooke B. Leer, individually and as Co-Trustees of the William R. Leer Trust uta dated July 31, 2014, and the Brooke B. Leer Trust uta dated July 31, 2014, have made, constituted, and appointed, and by these presents do make, constitute and appoint the said David Leinsdorf of Crested Butte, Colorado, their true and lawful attorney for them and in their names, place and stead, for their sole use and benefit, to represent them in connection with Gunnison County LUC-24-00042 and to execute any and all documents to adjust the boundary lines for:

> Lots S85, S86 and S87, AMENDED PLAT OF PORTIONS OF SKYLAND, according to the Plat recorded January 3, 1997 under Reception No. 473132, County of Gunnison, State of Colorado, as depicted on the SKYLAND LOT S86 BOUNDARY LINE ADJUSTMENT PLAT recorded November 19, 2024 under Reception No. 699570, County of Gunnison, State of Colorado,

HEREBY GIVING AND GRANTING unto said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as they might or could do if personally present, including, but not limited to, the execution of Plats, Plat Corrections and Reaffirmations, Consents, Dedications, Agreements and other documents and instruments of every kind and description, with full power of revocation, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue hereof.

The power and authority granted above shall include authority to sign on our behalf as Co-Trustees of the trusts named above.

FURTHERMORE, UPON OATH AND PENALTY OF PERJURY, we affirm that William R. Leer and Brooke B. Leer, the orignal co-applicants of LUC-24-00042, are the same individuals as the current owners, and that only the legal entities owning Lot S87 and an undivided 50% interest in Lot S86 have changed.

This power of attorney shall not be affected by disability of the principals.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of December, 2024.

William R. Leer, individually and as Co-Trustee
of the William R. Leer Trust uta dated July 31, 2014,
and the Brooke B. Leer Trust uta dated July 31, 2014.

Brooke B. Leer, individually and as Co-Trustee
of the William R. Leer Trust uta dated July 31, 2014,
and the Brooke B. Leer Trust uta dated July 31, 2014.

STATE OF Colorado)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 9th day of December, 2024 by William R. Leer and Brooke B Leer, individually and as Co-Trustees of the William R. Leer Trust uta dated July 31, 2014, and the Brooke B. Leer Trust uta dated July 31, 2014.

Witness my hand and official seal.

My commission expires: 4/1/26

Stephanie Peregoy
Notary Public

STEPHANIE PEREGOY
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20064009503
MY COMMISSION EXPIRES APR 1, 2026

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Subdivision Request; Kunes Subdivision; LUC-24-000

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Applicant is proposing a three-lot subdivision of 127 Evelyn Lane.

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 12/12/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/12/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

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

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/17/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Rachael Blondy, *Planner*
(970) 641-7932
rblondy@gunnisoncounty.org
www.GunnisonCounty.org

To: Gunnison County Board of County Commissioners
Re: LUC-24-00028 | Kunes Subdivision | Minor Impact Review
Memo Date: December 10, 2024
Meeting Date: December 17, 2024

1. Project Summary

The Applicant, Jim Kunes, is proposing a three-lot subdivision of 127 Evelyn Lane. 127 Evelyn Lane is a 4.1 acre lot, adjacent to Mitzel's Green Acres Subdivision, approximately three miles south of Almont. The parcel currently has a 1,288 square foot single family residence, with a 616 square foot attached garage and an 864 square foot detached garage. The Applicant is proposing to subdivide the current 4.1 acres into a 2.01 acre (Parcel A), a 1.0 acre (Parcel B), a 1.01 acre parcel (Parcel C). The existing single family residence and garage will be on Parcel A.

The lot shares access with the Mitzel's Green Acres Subdivision on Evelyn Lane. The Applicant has written permission from the access owner to subdivide the property and has confirmation that both resulting parcels will have legal access to use Evelyn Lane. The Applicant has signed a maintenance agreement for Evelyn Lane with Mitzel's Green Acres. Covenants have been written for the resulting Kunes Subdivision. Each parcel will be served by an Onsite Wastewater Treatment System and a well. There is adequate water for the additional two wells. The existing single-family residence and garages are on Parcel A. Parcels B and C are vacant and will each be served by a well and Onsite Wastewater Treatment System at time of development.

Planning Commission met for a work session on July 11, 2024 and a joint public hearing with the Board of County Commissioners was held on November 21, 2024. Planning Commission recommended approval of the subdivision at this hearing. The Planning Commission Decision Document can be found in the LUC file.

2. Request of the Board of County Commissioners

The Gunnison County *Land Use Resolution* states in Section 6-106. L. *Board Decision On Optional Board Public Hearing On Subdivision, Condominium Or Townhome Development, Or Water Impoundment Project Classified As Class II Dam,* that if an application is for a subdivision, the Board shall have the option of conducting a public hearing to consider the application and the Planning Commission's recommendation. Within 20 days of receipt of the Planning Commission's recommendation, the Board shall determine whether or not to conduct a public hearing. A decision to conduct or not to conduct such a hearing shall be based on the Board's determination of whether it is in the public interest to do so, considering among other factors the following:

1. *LEVEL OF PUBLIC INTEREST. There has or has not been substantial public interest in the proposal; or*
2. *IDENTIFICATION OF NEW ISSUES. Whether it is reasonably probable that new issues related to the application of the proposed land use change will be identified; or*

3. *IDENTIFICATION OF NEW INFORMATION. Whether it is probable that new information related to the application will be provided.*
4. *BOARD PUBLIC HEARING. If the Board chooses to conduct a public hearing, the following shall apply:*
    a. *HEARING NOTICE. Public notice that the Board will conduct a public hearing to consider the Preliminary Plan shall be pursuant to Section 3-112: Notice of Public Hearing.*
    b. *CONDUCT OF HEARING. The Board hearing shall be conducted pursuant to Section 3-113: Conduct of a Public Hearing.*

There have not been any new issues or new information identified since the Planning Commission recommendation. No new public comment has been received.

Staff has prepared a draft resolution for Board review and consideration. If approved, the Applicant requests Board signature of the mylar plat.

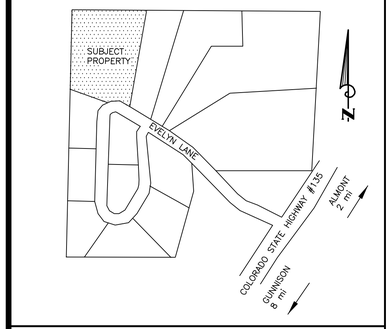
3. Exhibits

To view the entire application, visit https://permitdb.gunnisoncounty.org/citizenaccess/, navigate to *Projects*, select *Application Number,* and search for "*LUC-24-00028*".

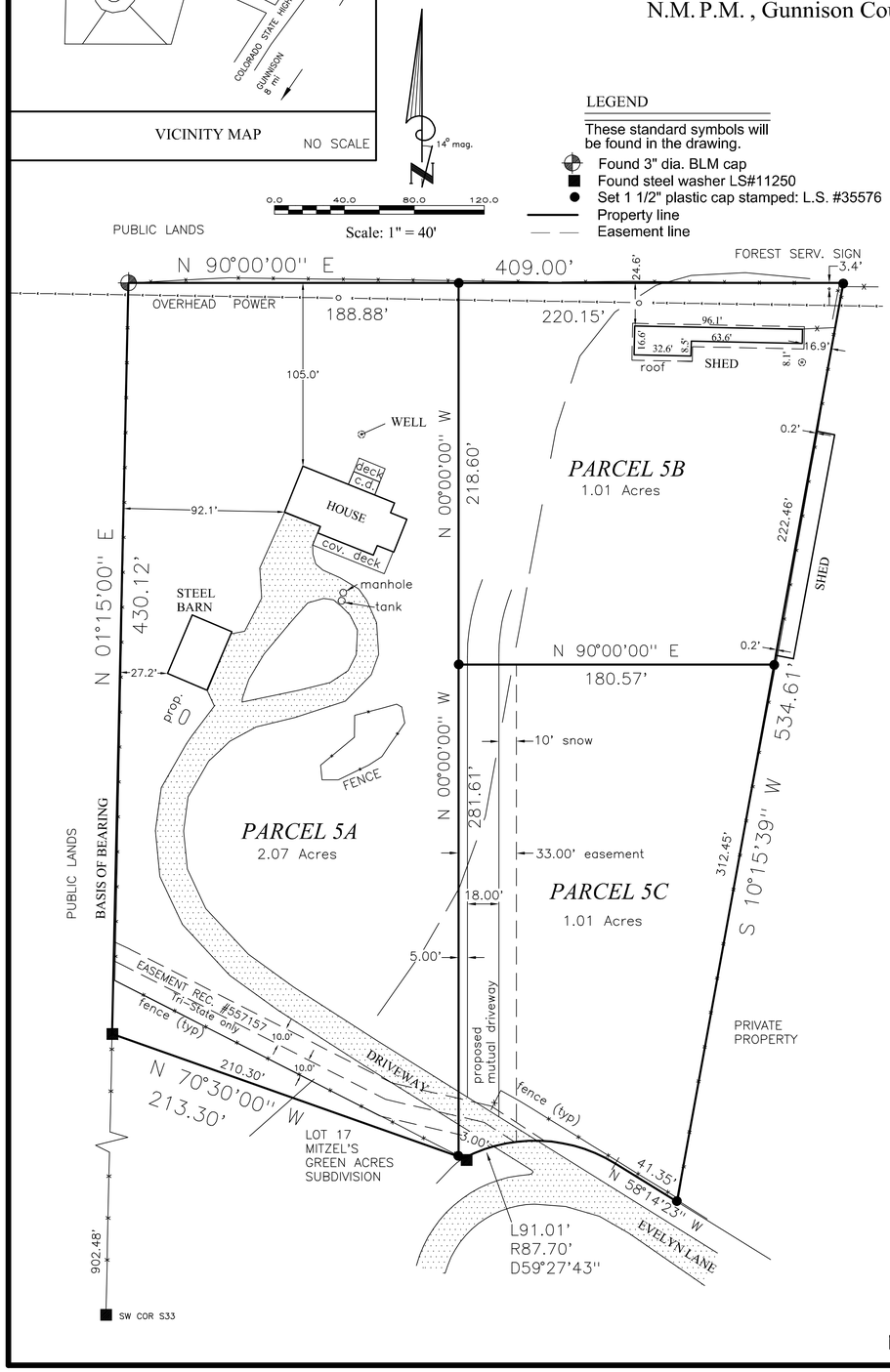
A. Plat
B. Draft Resolution

PLAT
of
KUNES SUBDIVISION
4.08 Acres

SW¼ SW¼, Section 33, Township 51 North, Range 1 East of the N.M. P.M. , Gunnison County, Colorado



VICINITY MAP NO SCALE



LEGEND

These standard symbols will be found in the drawing.

- Found 3" dia. BLM cap
- Found steel washer LS#11250
- Set 1 1/2" plastic cap stamped: L.S. #35576
- Property line
- Easement line

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

We, James Kunes and Mary Hannah Kunes, 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.

James Kunes Mary Hannah Kunes

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 2024 by James Kunes and Mary Hannah Kunes.

My commission expires: _____
My address is: _____
Witness my hand and official seal.

Notary Public (Seal)

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

We, James Kunes and Mary Hannah Kunes, 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.

James Kunes Mary Hannah Kunes

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 2024 by James Kunes and Mary Hannah Kunes.

My commission expires: _____
My address is: _____
Witness my hand and official seal.

Notary Public (Seal)

SURVEYOR'S CERTIFICATE

I, Kurt Olson, do hereby certify that I am a Professional Land Surveyor licensed under the laws of the State of Colorado, that this Plat is a true, correct and complete Plat of KUNES SUBDIVISION as laid out, platted, dedicated and shown hereon, that such Plat was made by me from an accurate survey of said property by me 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.

COLORADO REGISTERED KURT OLSON 35576 PROFESSIONAL LAND SURVEYOR

Kurt Olson
Colorado P.L.S. No. 35576
P. O. Box 1657
Crested Butte, Colorado 81224-1657

Meridian Design 970-275-9069

ATTORNEY'S OPINION

I, David Leinsdorf, an attorney at law licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and shown upon this Plat. Such title is vested in James Kunes and Mary Hannah Kunes, and is free and clear of all liens, defects, encumbrances, restrictions and reservations, except as follows:

1. Unpatented mining claims, reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
2. Taxes or special assessments which are not shown as existing liens by the Public Records.
3. Agreement for Easement recorded at Reception No. 374126.
4. Certificate of Administrative Review Approval recorded at Reception No. 524570.
5. Access Easement recorded at Reception No. 557157.
6. Plat of Mitzel's Green Acres recorded at Reception No. 324851.
7. Easement for Transmission Lines recorded in Book 452 at Page 139 as referenced on the above described Plat.
8. Deed of Trust in favor of Gunnison Savings and Loan Association recorded as Reception No. 694246.
9. The lien for 2024 real property taxes.

All Book and Page and Reception No. references are to records in the office of the Gunnison County Clerk and Recorder.

Dated this ____ day of _____, A.D. 2024.

David Leinsdorf, Attorney at Law
Colorado Supreme Court Registration No. 2740

DEDICATION

We, James Kunes and Mary Hannah Kunes and Gunnison Savings and Loan Association, being the owners and mortgagee of the land described as follows:

A Parcel of Land located in the Southwest Quarter of the Southwest Quarter of Section 33, Township 51 North, Range 1 East of the N.M.P.M., Gunnison County, Colorado, that is adjacent to Mitzel's Green Acres, a subdivision of Gunnison County. The plat for the subdivision, Mitzel's Green Acres, was recorded March 8, 1978 at Reception No. 324851, in the Office of the Gunnison County Clerk and Recorder, being more specifically described as follows: Beginning at the Northwest Corner of the SW1/4SW1/4, from whence the Southwest Corner of said Section 33 bears South 1 Degree 15 Minutes West a distance of 1,332.6 feet, more or less; Thence along the North line of Said SW1/4SW1/4 East 409.00 feet ot a point; Thence South 10 degrees 15 minutes 39 seconds West a distance of 534,61 feet ot a point of the boundary of said Mitzel's Green Acres, with said boundary also being the north Boundary for the right of way of Evelyn Lane, as that is described on the plat thereof recorded under Reception No. 324852, cited above; Thence following said Boundary, North 58 degrees 14 minutes 23 seconds West a distance of 41.35 feet to a point of curvature on the boundary; thence 91.02 feet along the arc of a curve to the left having a radius of 87.698 feet and a central angle of 59 degrees 37 minutes 56 seconds; thence North 70 degrees 30 minutes West a distance of 213.30 feet, more or less, to the west line of said SW1/4SW1/4; thence following said West line North 1 degree 15 minutes East a distance of 430.12 feet to the point of beginning; TOGETHER WITH a non-exclusive easement for the purpose of ingress and egress from the described property to Colorado State Highway 135, over Evelyn Lane, from the curve to the left at the Northwest end of Evelyn Lane, where the described parcel is contiguous with the north right of way boundary of Evelyn Lane, with such easement running in a southeasterly direction on Evelyn Lane to the point of its conjunction with Colorado State Highway 135, as shown on the plat of Mitzel's Green Acres, County of Gunnison, State of Colorado.

Also Known As:
127 Evelyn Lane
Gunnison, CO 81230

consisting of 4.08 acres,

in Gunnison County, Colorado, under the name of KUNES SUBDIVISION, have laid out, platted and /or subdivided the same as shown on this Plat and do hereby permanently dedicate and convey to the owners of lots, tracts or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

IN WITNESS WHEREOF, James Kunes and Mary Hannah Kunes have subscribed their names this ____ day of _____, A.D. 2024.

James Kunes Mary Hannah Kunes

GUNNISON SAVINGS AND LOAN ASSOCIATION

By_____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 2024 by James Kunes and Mary Hannah Kunes.

My commission expires: _____
My address is: _____
Witness my hand and official seal.

Notary Public (Seal)

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 2024 by _____, as _____ of Gunnison Savings and Loan.

My commission expires: _____
My address is: _____
Witness my hand and official seal.

Notary Public (Seal)

GENERAL NOTES:

1. Any person who acquires any interest in any of the real property platted on this Plat shall be deemed to have accepted the terms, conditions, exceptions, restrictions, limitations and definitions set forth herein and in the Declaration of Protective Covenants for Kunes Subdivision recorded as Reception No. _____.
2. 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.
3. Upon completion of the installation or maintenance of any utilities, the property disturbed or damaged by such installation or maintenance shall be restored as near as reasonably possible to its original condition by the utility in compliance with Gunnison County's reclamation provisions.
4. AWARENESS OF COLORADO "FENCE-OUT" REQUIREMENTS. Under Colorado's Fence Law, C.R.S. 35 -46 -101 et. seq., lot owners are hereby notified that fencing out livestock is the responsibility of the lot owners. Lot owners are required to construct and maintain fencing in order to keep livestock off his/her property. Lot owners are responsible for maintaining the perimeter fence around Kunes Subdivision.
5. CONFINEMENT OF DOMESTIC ANIMALS. Animals must be controlled by kenneling, leashing, fencing or other physical restraint. Any expense of enforcing domestic animal control restrictions by the County shall be at the expense of the responsible association or individual (s).
6. An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch and leave natural debris on the bank of the ditch.

GUNNISON COUNTY PLANNING COMMISSION APPROVAL

The Planning Commission of Gunnison County, Colorado, hereby recommends ___ approval of this plat of the above subdivision, such recommendation being made at a meeting of said Commission held on this _____ day of _____, A.D. 2024.

_____
Chairperson, Gunnison County Planning Commission

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of KUNES SUBDIVISION 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

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 in the office of the Gunnison County Clerk and Recorder.

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 No. _____, Time _____, Date _____.

_____
Gunnison County Clerk and Recorder

KUNES SUBDIVISION	prepared by: K.O.	date: September 13th, 2024
	Meridian Design 970-275-9069 Box 1657, Crested Butte, CO 81230 ph. 970-275-9069	job #: 24034
		sheet 1 of 1

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

CONCERNING LUC-24-00028, A LAND USE CHANGE PERMIT APPLICATION FOR A MINOR IMPACT LAND USE CHANGE FOR A 3-LOT SUBDIVISION LOCATED AT THE PROPERTY COMMONLY DESCRIBED AS 127 EVELYN LANE, PARCEL NO. 3517-333-00-005 AND LEGALLY DESCRIBED AS A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 1 EAST OF THE N.M.P.M., GUNNISON COUNTY COLORADO. RECEPTION NO. 694245.

WHEREAS, the Applicant, James Kunes, proposes a subdivision of 127 Evelyn Lane, subdividing a 4.1-acre undeveloped parcel into three parcels (Parcel A – 2.01 acre, Parcel B - 1.0 acre and Parcel C - 1.01 acres). A 33 foot access easement has been established through Parcel C to Parcel B. No public improvements have been proposed.

WHEREAS, the application was sent for referral to the United States Forest Service, Colorado Parks and Wildlife, Gunnison Conservation District, Colorado Geological Survey, Gunnison County Public Works, Gunnison Watershed School District and Gunnison County Fire Protection District by email on April 30, 2024.

Responses were not received from the following departments/agencies: Gunnison County Public Works, Gunnison Watershed School District and Gunnison County Fire Protection District; and,

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on November 21, 2024. The Gunnison County Planning Commission approved a Recommendation of conditional approval of the Subdivision and forwarded said Recommendation to the Board of County Commissioners for their review; and

WHEREAS, the Board of Commissioners did, on December 17, 2024, receive and review the Planning Commission's Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission's September 19, 2024 recommendation, with the following Findings and Conditions of Approval:

FINDINGS:
The Board finds that:

1. The land use change complies with all applicable requirements of the *Gunnison County and Use Resolution* and *Section 6-10: Standards of Approval for Minor Impact Projects*.

2. This application is consistent with the standards and requirements of this Resolution.

3. The parcels will be accessed by Evelyn Lane. The Applicant has signed a road maintenance agreement with neighboring Mitzel's Green Acres Subdivision. Both will share access off Evelyn Lane.

4. The parcels will be served by Onsite Wastewater Treatment Systems.

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5. The parcels will be served by individual wells.

6. Restrictive Covenants have been provided.

7. A sage grouse review dated May 29, 2024 has been completed. This proposal will not adversely impact the Gunnison Sage-grouse or their habitats.

8. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

1. A mylar subdivision plat, in compliance with Section 6-105, *Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.

2. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.

3. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.

4. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

5. This 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.

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NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. LUC-24-00028 is approved as a Minor Impact Project, subject to each and all conditions, as identified above.

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

INTRODUCED by Commissioner _____,

seconded by Commissioner _____, and passed on this ____ day of _____, 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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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Approving LUC-23-00032, A Land Use Ch

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Request for an expansion of an existing Commercial use to allow for an additional 115 outdoor vehicle storage spaces adjacent to the Discount Storage facility at 1825 State Highway 135

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:
Appears legally sufficient. 12.10.24 ASFR

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 12/10/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 12/17/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Hillary I. Seminick, AICP, *Planning Director*
(970) 641-7925
hseminick@gunnisoncounty.org
www.GunnisonCounty.org

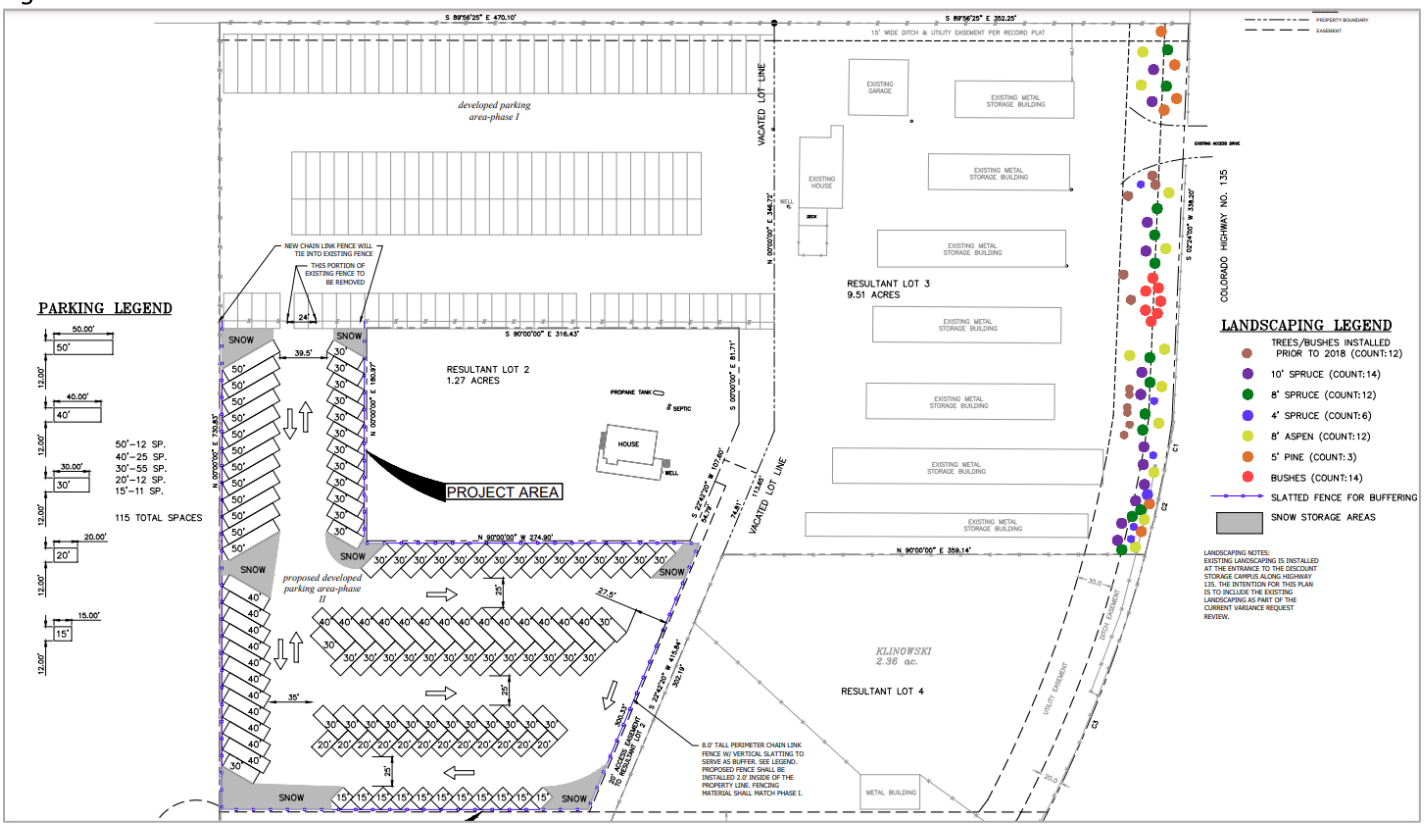
To: Gunnison County Board of County Commissioners
Date: December 4, 2024
Meeting Date: December 17, 2024
Re: LUC-23-00032: Discount Storage Expansion of Commercial Use, Major Impact, Sketch Plan Review

---

1. Project Description

Centennial Storage Partners, LLC (Applicant), represented by Michael O'Loughlin, Esq. of Schumacher & O'Loughlin, LLC, request an expansion of an existing Commercial use to allow for an additional 115 outdoor vehicle storage spaces adjacent to the Discount Storage facility at 1825 State Highway 135, Gunnison, CO 81230, Parcel No. 3701-250-06-008 (Application). The request would increase outdoor vehicle storage units from 134 to 249 spaces. The proposal would not increase the approximate 21,000 sq. ft. of interior retail storage.

Figure 1. Site Plan



2. Review History and November 21, 2024 Joint Public Hearing Summary

The application was introduced to the Planning Commission at a work session on August 1, 2024, followed by a site visit and brief work session on October 3, 2024. The Planning Commission recommended approval with conditions at a joint public hearing on November 21, 2024. The issues discussed at the joint public hearing are summarized below.

a. Ditch Ownership and Maintenance

The applicant provided additional detail on the culverted ditch that flows north-south through the project area. It appears that there is no ownership rights associated with this tailwater ditch of the Whipp Ditch. The applicant has agreed to provide an easement on the draft boundary line adjustment plat, which would be considered at Preliminary Plan review, should any owner(s) of the water conveyed through the tailwater ditch be identified. The applicant will also provide a maintenance plan for the maintenance of the culvert. Both conditions are included as 2.a and 2.b of Exhibit A. Draft Resolution.

b. Compatibility with Existing and Future Land Use

Compatibility with current and future uses, specifically the residential property that is effectively an island within the proposed outdoor vehicle storage area.

c. Fencing

Concerns were raised regarding conflicts between the applicant's proposal to extend the existing slatted chain link fence to enclose the perimeter of the outdoor vehicular storage area to serve as a visual buffer and security barrier, and Administrative Review Certificate No. 140, Series 2023 condition no. 4 which states:

> *Per Section 11-106 I of the Gunnison County Land Use Resolution, design of fences other than those with agricultural operations shall ensure they do not adversely impact wildlife. Woven wire fencing shall not be allowed for perimeter fencing or as interior cross fencing. Perimeter and cross fencing should be build using the specifications from the most recent edition of the Colorado parks and Wildlife (CPW) publication "Fencing with Wildlife in Mind".*

Colorado Parks and Wildlife (CPW) did not provide comment during the referral process. The Planning Commission recommended the applicant coordinate with CPW to identify appropriate fencing design that will accommodate wildlife mobility. A condition requiring this as part of the Preliminary Review application been incorporated into condition 2.c of Exhibit A. Draft Resolution.

d. General Condition No. 5

The applicant raised concerns regarding condition no. 5, which states "This approval is founded on each individual requirement. Should the applicant successfully challenge, in a judicial proceeding, any such finding or requirement, this approval is null and void". At the Planning Commission and BOCC's request, staff discussed the condition with the County Attorney Office and recommended the following changes to the condition as described in Exhibit A. Draft Resolution.

> *This approval is founded on each individual ~~requirement~~ finding and condition. Should the applicant successfully challenge, in a judicial proceeding, any such finding or ~~requirement~~ condition, this approval is null and void.*

3. Request of the Board of County Commissioners (BOCC)

Pursuant to the Gunnison County *Land Use Resolution (LUR)* Section 7-202:L. *Board Decision on Optional Board Public Hearing,* the BOCC shall have the option of conducting a public hearing to consider the application and the Planning Commission's recommendation. Within 20 days of receipt of the Planning Commission's recommendation, the Board shall determine whether or not to conduct a public hearing. A decision to conduct or not to conduct such a hearing shall be based on the Board's determination of whether it is in the public interest to do so, considering among other factors the following:

a. *LEVEL OF PUBLIC INTEREST. There has or has not been substantial public interest in the proposal, as reasonably shown by attendance at, and testimony submitted for, the joint public hearing; or*
b. *IDENTIFICATION OF NEW ISSUES. Whether it is reasonably probable that new issues related to the Sketch Plan application of the proposed land use change will be identified; or*
c. *IDENTIFICATION OF NEW INFORMATION. Whether it is reasonably probable that new information related to the Sketch Plan application of the proposed land use change will be provided.*

Neighboring property owners have provided comments of general support. Beyond the request to amend general condition no. 5 of Exhibit #. Draft Recommendation Document, there have not been any new issues or new information identified since the joint public hearing.

Staff requests the following of the BOCC:

a. Direction on the request to amend condition no. 5 of Exhibit A. Draft Resolution.
b. Determine whether or not to hold an additional public hearing pursuant to LUR Section 7-202:I.

4. Application and Attachments

The entire land use application can be reviewed on Citizen Access → Projects → LUC-23-00032→ Attachments.

A. Draft Resolution

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

A RESOLUTION APPROVING LUC-23-00032, A LAND USE CHANGE PERMIT APPLICATION FOR SKETCH PLAN REVIEW OF A MAJOR IMPACT LAND USE CHANGE FOR AN EXPANSION OF COMMERCIAL USE AT DISCOUNT (AKA CENTENNIAL) STORAGE ON THE PARCEL OF LAND COMMONLY KNOWN AS PARCEL NO. 3701-250-06-008, 825 STATE HIGHWAY 135, GUNNISON, COLORADO; LEGALLY DESCRIBED AS LOT 3, FLYING RANCH SUBDIVISION, ACCORDING TO THE PLAT FILED SEPTEMBER 17, 2019 AT RECEPTION NO. 662373, COUNTY OF GUNNISON, COLORADO

WHEREAS, the Applicant, Centennial Storage Partners, LLC, represented by Jennifer Barvitski and Schumacher & O'Loughlin, LLC, requests a 2.75-acre expansion of commercial use to allow for 115 additional outdoor fenced vehicular storage spaces adjacent to the existing Discount Storage ("Property"); and,

WHEREAS, the Discount Storage Expansion of Commercial Use Sketch Plan ("Application") was submitted on July 10, 2023 and determined a complete application on May 20, 2024; and,

WHEREAS, the Planning Commission held public work sessions and public hearings to discuss the Application on the following dates

- August 1, 2024 Work Session
- October 3, 2024 Work Session and Site Visit
- November 21, 2024 Joint Public Hearing; and,

WHEREAS, a joint public hearing was conducted on November 21, 2024 by the Planning Commission and Board of County Commissioners, in which the Commission and BOCC received and considered both written and oral public comment; and

WHEREAS, at the November 21, 2024 joint public hearing; after a review of the application and all information, documentation, and testimony related to it, the Gunnison County Planning Commission tendered a Recommendation of Approval with findings and conditions to the Board of County Commissioners; and

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

1. The project is a Major Impact pursuant to Section 7-101:C. Expansion or Change of Commercial or Industrial Use Larger than 10,000 sq. ft. or More.
2. Pursuant to Section 7-102: Standards of Approval for Major Impact Projects, the Commission hereby finds and concludes:
    a. This Sketch Plan application is generally consistent with the standards and requirements of the Resolution, pursuant to Section 7-103, i.e., compliance of the proposed land use change with the standards of the Resolution are required to be determined broadly and conceptually during Sketch Plan review. This application has addressed, and the Commission has evaluated this submittal for its integration of the standards of the Resolution within its conceptual presentation of the proposed development pursuant to the foregoing standard.

b. The applicant has submitted sufficient evidence at this stage of the process to demonstrate that the project concept is compatible with the community character, taking into account the appropriate modifications discussed above.
c. Phasing has not been proposed by the applicant within this Sketch Plan submittal.
d. All uses have been identified on lots within this proposed development.

3. The following have been identified as potential issues related to this application during the Sketch Plan review process:

   a. It is unclear if the Applicant has permission from the ditch owners to have placed a culvert through the subject property and how the culvert will be maintained over time.
   b. Proposed fencing at the site may cause wildlife conflicts.
   c. How the project complies with the June 27, 2019 BOCC Policy Direction, which states "An applicant should assume that commercial, industrial and nonresidential uses outside of platted or zoned areas that allow these uses will be difficult and/or unlikely to be permitted," and further directing these uses to existing commercial/industrial parks.

4. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that no additional public hearing on the Application need be conducted by the BOCC, and further, the BOCC hereby approves the Application for LUC-23-00032 as recommended by the Planning Commission, with the following conditions:

1. Pursuant to Section 7-103: C., in the submittal of Preliminary Plan, the applicant shall formulate detailed, designed/engineered solutions to the issues and concerns identified during this Sketch Plan review, and shall address, in a site-specific manner, all other issues that are relevant to the Preliminary Plan.

2. The Preliminary Plan application shall address how the application and proposed development will address the following issues identified during the Sketch Plan review process:

   a. A 25' maintenance easement must be maintained from either side of the ditch. The Applicant may obtain written notarized consent from the ditch owner(s), that distance may be decreased, and existing historical easements used to gain access to ditches, headgates, and fences for maintenance or operational purposes shall be preserved or replaced with reasonable alternate easements suitable for continuation of the historic use.
   b. The applicant shall provide explanation on how the ditch culvert shall be maintained.
   c. The applicant shall work with Colorado Parks and Wildlife to identify if fencing is appropriate and a design that will accommodate wildlife movement.

3. Per LUR Section 7-202(O), approval of this Sketch Plan application constitutes a final decision of approval for the general development concept only but shall not constitute approval of any detailed design or engineering submittals or proposed solutions to specific

problems revealed during the Sketch Plan review or later in the review process. Sketch Plan approval by the Board shall not constitute approval of the Major Impact project, or permission to proceed with construction of any aspect of the proposed land use change. Approval at this stage only authorizes the applicant to submit a Preliminary Plan application. If, during the Preliminary and Final Plan reviews, the applicants are unable to fulfill all the requirements of this Resolution or any requirements imposed as part of the Preliminary or Final Plan review, then the application shall be denied at the Preliminary or Final Plan review stage.

4. The applicant shall be required to submit and actively pursue the completion of the Preliminary Plan application within twelve (12) months after the date of approval of the Sketch Plan. Per Section 7-202: Q. Extension of Submittal Deadline, the Board may extend the deadline to submit a Preliminary Plan application for no more than 12 months beyond the date of the 12-month expiration, and only one extension may be granted. Failure to submit a complete Preliminary Plan application within this time period shall render the Sketch Plan approval null and void and require the applicant to begin the Sketch Plan review process again.
5. This approval is founded on each individual ~~requirement~~ finding and condition. Should the applicant successfully challenge, in a judicial proceeding, any such finding or ~~requirement~~ condition, this approval is null and void.
6. This Sketch Plan approval may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
7. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change application.
8. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.
9. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

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

INTRODUCED by Commissioner _____,

seconded by Commissioner _____, and passed on this 17th day of December, 2024.

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BOARD OF COUNTY COMMISSIONERS

Jonathan Houck, Chairperson	Elizabeth Smith, Commissioner	Laura Puckett-Daniels Commissioner

ATTEST:

Gunnison County Clerk and Recorder

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Tourism and Prosp

Action Requested:

Parties to the Agreement:

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

Summary:

2025 TAPP Agreement

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/5/2024

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

Comments:
Legally sufficient. SO 12/5/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/5/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st day of January, 2025, by and between the Board of the Gunnison River Valley Local Marketing District, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("LMD") and the Tourism and Prosperity Partnership, known as the Gunnison-Crested Butte Tourism Association, whose address is 202 E. Georgia, Suite B, Gunnison, Colorado ("Contractor").

AGREEMENT

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

1. SERVICES.

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

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2025, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

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

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, LMD shall pay Contractor fees not to exceed three million, three hundred thousand dollars and No/100 U. S. Dollars ($3,300,000.00) ("Compensation"). It is expressly agreed that these funds must be used exclusively for costs identified in the 2025 Budget attached as Appendix "A". Adjustments among budget line items may be at the Contractor's discretion as appropriate to achieve the overall marketing goals represented by the budget. The approved 2025

LMD budget identifies the support funds and expenditures. The funds will be provided via equal monthly payments of $275,000.

The Contractor shall:

A. Implement the 2025 Work Plan reflected by the budget in Appendix A.

B. During the Term of this Agreement, enter into individual funding agreements with:
    a. Gunnison County Chamber of Commerce to provide funding for tourism services during the year 2025 in an amount no less than $25,000 (Twenty-five thousand dollars); and
    b. Mt. Crested Butte/Crested Butte Chamber of Commerce to provide funding for tourism services during the year 2025 in an amount no less than $25,000 (Twenty-five thousand dollars).

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

D. Provide biannual reports to the LMD to minimally include:
    a. Performance information and metrics related to the funding structure outlined in Section 3 above;
    b. Performance of the Contractor's adopted strategic business plan for 2025, including the plan's specific metrics and trend data that illustrate performance levels being achieved; and

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

E. Pursuant to the Contractor bylaws, no later than October 1, submit a tentatively adopted strategic business plan and accompanying budget for the 2025 calendar year that, at a minimum, addresses the following:
   a. Proposed results and measurements for those results consistent with the purpose of the Contractor;
   b. Proposed strategies and associated budgets to achieve the proposed results;
   c. Strategies for creation, maintenance and coordination of an effective digital presence for the County;
   d. Strategies for marketing in-valley experiences and fulfillment;
   e. Proposed performance-based contracts with vendors and subcontractors that contract with the Contractor; and
   f. Coordination with strategic partners including, but not limited to, Crested Butte Mountain Resort, Western Colorado University; Gunnison County Chamber of Commerce, Mt. Crested Butte/Crested Butte Chamber of Commerce, major businesses and employers, municipalities, public land agencies, and event promoters.

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

G. Provide a final project report in a form and format as prescribed by the County Manager on or before December 1, 2025.

H. Administer the ICELab

It is further recognized and understood by the parties to this Agreement that the financial obligations under this Agreement are contingent upon the receipt of tax revenues by Gunnison County from the lodging tax and, if there are insufficient revenues to support the estimated expenditures for 2025, the financial obligation will be reduced accordingly.

5. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

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

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

8. INDEMNIFICATION.

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

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

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

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

9. DISCRIMINATION.

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

10. PANDEMICS.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.

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

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

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

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

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

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

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

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

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

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

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

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

15. WARRANTIES.

Contractor represents and warrants to the LMD as follows:

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

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

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

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

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

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

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

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

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

19. FORCE MAJEURE.

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

20. NOTICES.

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

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

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

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

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

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

23. ENTIRE AGREEMENT.

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

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

24. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

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

25. PUBLIC RECORD.

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

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

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

Its: _____

GOCB

TOURISM & PROSPERITY PARTNERSHIP

September 24, 2024
Board of County Commissioners
LMD Budget Recommendations

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

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Tourism

Summary

Tourism remains the economic lifeblood of our community. While TAPP continues to work to develop other aspects of our economy, we must also keep our tourism economy robust to sustain our current realities. We faced a number of challenges and opportunities this year, most notably the closure of US-50 and the expansion of shoulder season flights into the fall season. TAPP remained nimble in addressing these issues to work towards a sustainable tourism economy.

As stated in our June report, Winter 2023/2024 was one for the record books. Lodging tax collections for Q1 of 2024 were up 15%. While we do not have complete summer lodging tax collection numbers, it appears that we are outpacing our competitive set with higher rates from fewer individuals. YTD through July lodging tax revenues are up 11% YOY. The lodging tax collections are showing a fairly rosy outlook, but we are seeing signs of softening and disparities in different portions of our valley. We are keeping an eye on these trends and adjusting our tactics to try and stabilize these trends to keep our tourism economy churning.

Lodging Tax Results

LMD Collections	2023	2024	YOY
January	$318,774.21	$302,775.95	-5%
February	$327,664.69	$459,681.85	40%
March	$433,112.61	$483,880.95	12%
April	$96,673.57	$94,124.05	-3%
May	$124,484.83	$129,222.22	4%
June	$292,264.33	$327,920.32	12%
July	$498,464.59	$527,404.17	6%
Q1	$1,079,551.51	$1,246,338.75	15%
Q2	$513,422.73	$551,266.59	7%
Total YTD	$2,091,438.83	$2,325,009.51	11%

Competitive Set

There has been news across the mountain west of a slowdown in visitation. As we look at our competitive set and their sales tax collections, we seem to be faring much better. Data released by the Colorado Association of Ski Towns (CAST) shows that through June, Gunnison County is outpacing others.

YTD Sales tax % changes through June 2024.
Mt Crested Butte + 9%
Aspen/Snowmass +8%
Gunnison County +4%
Durango +4%
Steamboat +2%
Winter Park, Eagle County EVEN
Breck -1%
Vail -1%
Avon -2%
Dillon -2%
Telluride Mountain Village -2%
Beaver Creek -4%
Sun Valley -8%
Telluride -25%

https://www.summitdaily.com/news/breckenridge-sees-a-significant-downturn-in-overnight-summer-visits-for-2024-after-seeing-an-increase-in-2023/

https://www.cpr.org/2024/06/14/vail-resorts-struggling-as-lift-ticket-sales-fall-visits-down/

https://www.skimag.com/news/nsaa-skier-visit-report-2023-24/

https://www.aspentimes.com/news/lodging-trends-have-slowed-in-colorados-mountain-resort-towns-whether-thats-good-or-bad-depends-on-who-you-ask/

Location Data

To get a clearer picture of what has happened so far this year and better plan for next year, we look to other data sources outside of tax data. The first source is Placer.ai, our cell phone location data software. This data shows us a starkly different picture between summer and winter as well as differences on either end of the valley.

In order to understand regional patterns, we divided Gunnison County north and south of Round Mountain. Visitors best equate to unique individuals in the County. Visits best equate to a visitor day. 1 visitor staying for 4 days would count as 4 visits.

We can see that in Q1 the north valley had slightly fewer unique individuals, but more of a flat number of visitor days. This means that we had fewer unique individuals but they stayed longer. The south valley had a bump in individuals in Q1 and they stayed longer.
Despite the strong start for the south valley, those gains were wiped out once the US-50 bridge closed. After the closure, both unique individuals and length of stay dropped much more dramatically in the south valley than the north. In the north for the summer months, we were flat to down on individuals, but length of stay dropped so we had fewer visitor days or lower occupancies. In the south we had both a decline in unique individuals and in visitor days. So far YTD the north valley was 1% down in unique individuals, but 5% down in visitor days. For the south valley, unique visitors were down 12% and visitor days were down 11%.

Contrary to the drop in visitor days, January-July has seen a large increase in LMD tax revenues. The gains we have seen thus far in 2024 are due to increases in rates and not an increase in visitor counts. While it is welcome to get more revenue from the fewer individuals. There is concern that without capital improvement to lodging and amenities that eventually this model will be unsustainable.

North County Visitor Count (unique individuals)

	2024	2023	YOY
January	47,800	49,200	-3%
February	38,700	37,500	3%
March	51,200	54,200	-6%
April	8,500	9,000	-6%
May	9,900	10,700	-7%
June	43,300	41,600	4%
July	87,600	90,300	-3%
August	57,600	55,400	4%
Total	344,600	347,900	-1%

Placer.ai, LOS>150, HD>75

South County Visitor Count (unique individuals)

	2024	2023	YOY
January	21,800	21,300	2%
February	20,700	19,700	5%
March	22,200	21,700	2%
April	11,700	12,400	-6%
May	19,800	23,400	-15%
June	37,500	49,600	-24%
July	58,400	72,400	-19%
August	40,600	45,100	-10%
Total	232,700	265,600	-12%

Placer.ai, LOS>150, HD>75

North County Visits count (visitor days)

	2024	2023	YOY
January	214,300	206,100	4%

South County Visits count (visitor days)

	2024	2023	YOY
January	115,600	106,100	9%

February	178,400	170,200	5%
March	262,600	278,900	-6%
April	33,900	30,300	12%
May	44,600	45,700	-2%
June	166,200	180,500	-8%
July	377,800	428,800	-12%
August	214,800	230,800	-7%
Total	1,492,600	1,571,300	-5%

Placer.ai, LOS>150, HD>75

February	121,500	99,600	22%
March	119,800	108,900	10%
April	96,800	86,100	12%
May	74,300	101,300	-27%
June	138,900	191,000	-27%
July	212,100	275,600	-23%
August	164,700	199,600	-17%
Total	1,043,700	1,168,200	-11%

Placer.ai, LOS>150, HD>75

Marketing Results

Paid marketing

Our marketing focus continues to lean into our extreme terrain in winter and our trails access in summer with a mix of appeal of our towns as a secondary driver. Despite a flat marketing budget, we saw our metrics pacing ahead of previous years in line with LMD collections. In winter, our paid efforts saw landing page views grow 30% over last year. Our summer marketing programs are ongoing, but as of August 21st landing page views were up 57%. A full report of winter media buys can be found here. A full summer report can be found here.

This year, we reacted to a number of changes with additional campaigns. Upon the closure of Highway 50 we created an information marketing campaign for Blue Mesa with bridge closure updates and business openings in the area. We saw great traffic generated from this campaign. That said, the diminished visitor counts were clearly seen in our location data tracking where the South valley struggled this summer. Another change that we reacted to was the addition of a second daily Denver flight from United during the fall offseason. We included information across our destination marketing landing pages and also built out a local focused campaign to drive awareness of the increased reliability and connectivity in and out of GUC. We have seen great engagement and an uptick in bookings that coincided with this effort.

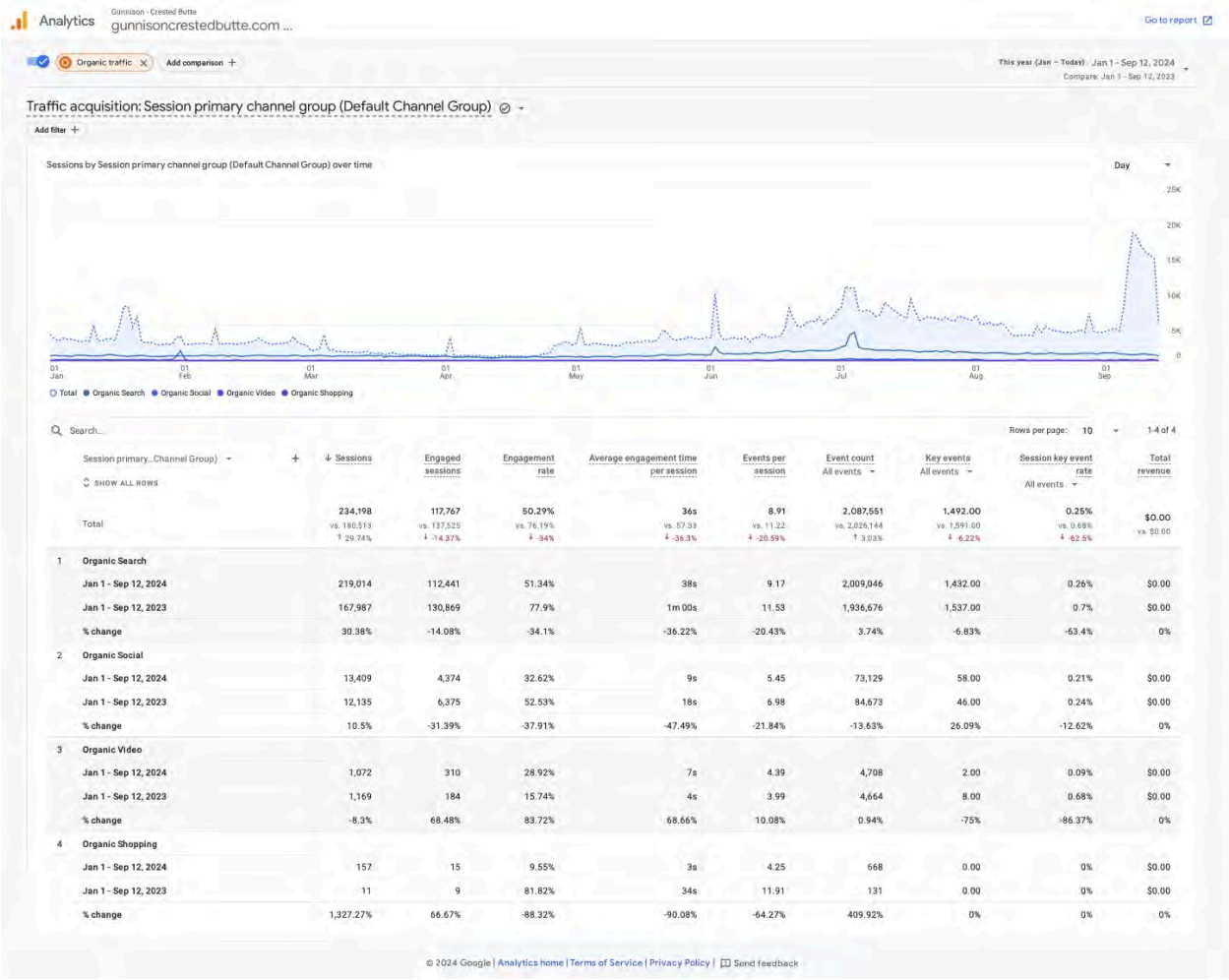
We also tracked search and referral volume through our lodging search widget called Book Direct. Search volume from January-August grew by 173%. Referral volume, or referrals to partner websites grew 54% over the same period.

Organic marketing

When we look at our organic efforts, or the traffic and impressions we don't pay for, we also saw growth in line with LMD collections. When comparing our organic web traffic to what it would cost us via a Pay Per Click campaign, value grew to $32.1k per month. While we have seen impressive growth in sessions, we have seen a decrease in engagement and time on site from our organic sessions. This is to be expected with the 30% growth in sessions. We have more people who are discovering us, but they aren't yet as invested in the destination.

Organic social media followers are also up over the previous year, and post engagement on Instagram and Facebook remains high due to our flexibility in the ever-changing landscape of social media.

Organic web traffic, Jan. 1, 2024 - Sep 12, 2024 vs. same period previous year, gunnisoncrestedbutte.com. Source: Google Analytics



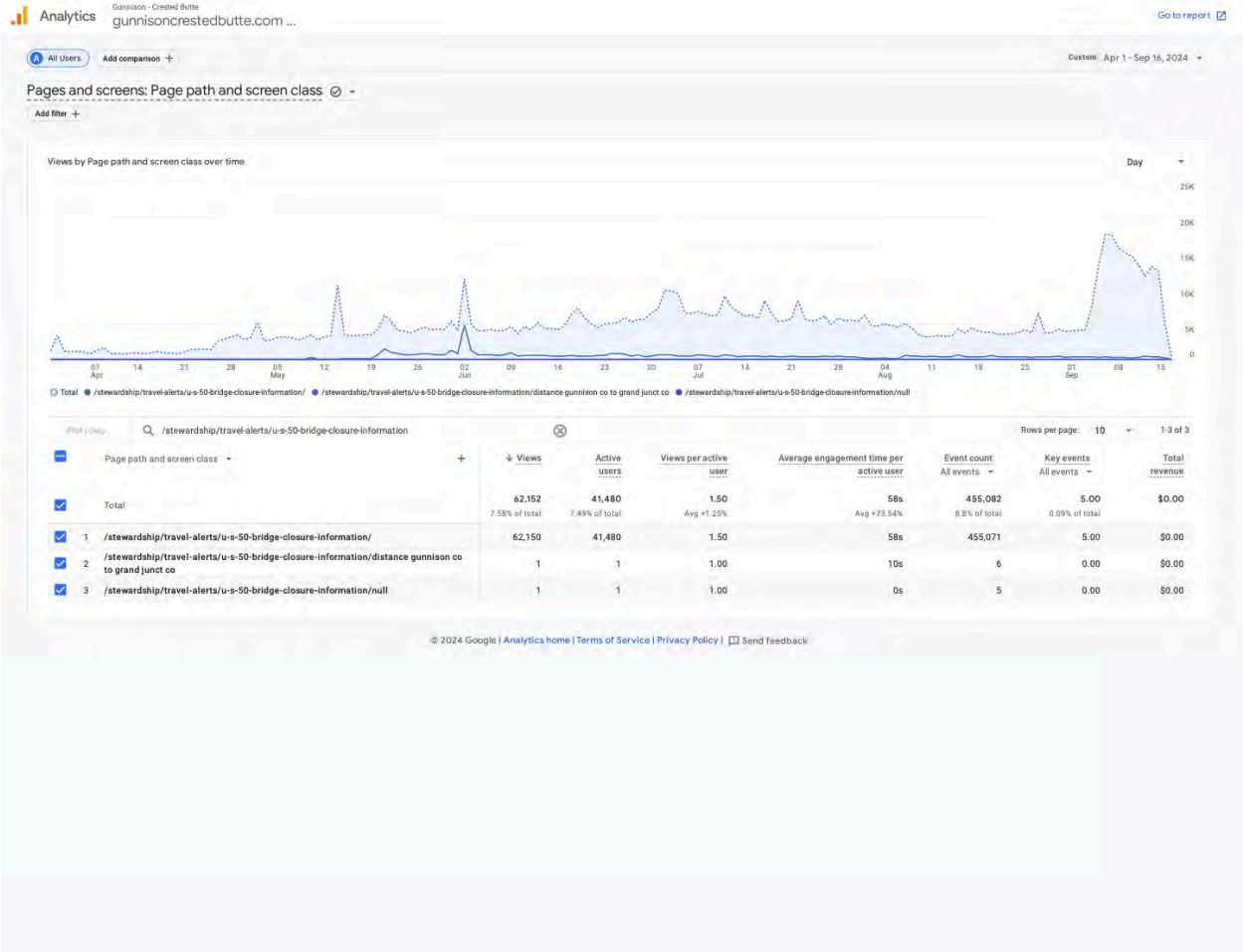
	Session primary...Channel Group)	Sessions	Engaged sessions	Engagement rate	Average engagement time per session	Events per session	Event count All events	Key events All events	Session key event rate All events	Total revenue
	Total	234,198 vs. 180,513 ↑ 29.74%	117,767 vs. 137,525 ↓ -14.37%	50.29% vs. 76.19% ↓ -34%	36s vs. 57.33 ↓ -36.3%	8.91 vs. 11.22 ↓ -20.59%	2,087,551 vs. 2,026,144 ↑ 3.03%	1,492.00 vs. 1,591.00 ↓ -6.22%	0.25% vs. 0.68% ↓ -62.5%	$0.00 vs. $0.00
1	Organic Search									
	Jan 1 - Sep 12, 2024	219,014	112,441	51.34%	38s	9.17	2,009,046	1,432.00	0.26%	$0.00
	Jan 1 - Sep 12, 2023	167,987	130,869	77.9%	1m 00s	11.53	1,936,676	1,537.00	0.7%	$0.00
	% change	30.38%	-14.08%	-34.1%	-36.22%	-20.43%	3.74%	-6.83%	-63.4%	0%
2	Organic Social									
	Jan 1 - Sep 12, 2024	13,409	4,374	32.62%	9s	5.45	73,129	58.00	0.21%	$0.00
	Jan 1 - Sep 12, 2023	12,135	6,375	52.53%	18s	6.98	84,673	46.00	0.24%	$0.00
	% change	10.5%	-31.39%	-37.91%	-47.49%	-21.84%	-13.63%	26.09%	-12.62%	0%
3	Organic Video									
	Jan 1 - Sep 12, 2024	1,072	310	28.92%	7s	4.39	4,708	2.00	0.09%	$0.00
	Jan 1 - Sep 12, 2023	1,169	184	15.74%	4s	3.99	4,664	8.00	0.68%	$0.00
	% change	-8.3%	68.48%	83.72%	68.66%	10.08%	0.94%	-75%	-86.37%	0%
4	Organic Shopping									
	Jan 1 - Sep 12, 2024	157	15	9.55%	3s	4.25	668	0.00	0%	$0.00
	Jan 1 - Sep 12, 2023	11	9	81.82%	34s	11.91	131	0.00	0%	$0.00
	% change	1,327.27%	66.67%	-88.32%	-90.08%	-64.27%	409.92%	0%	0%	0%

Blue Mesa

As mentioned above, we created a regionally focused marketing campaign primarily through Meta upon the closure of Highway 50. This campaign is ongoing, but to date has driven over 62k website sessions accounting for 7.6% of all of our website traffic during that period

(both paid and organic). Users are staying on page for nearly 1 minute, 74% longer than our site as a whole. This means that users are finding the information that they need on the page. Another indication of the quality of information on the page is that the bridge info page was second only to the 4th of July in driving organic web traffic this summer.

Bridge Info web traffic, Apr. 1, 2024 - Sep 16, 2024, gunnisoncrestedbutte.com. Source: Google Analytics



Fall Flights Push

With the addition of the second daily flight through the fall off season, TAPP put a concerted effort into promoting that added service not just for visitors, but also with a locally focused campaign. We need to have local traffic to drive the shoulder season flights. So far, the campaign has been going for a little over a month and has seen 240k impressions and 3,205 clicks on a booking link to United's website. Capacity was doubled and so far passengers booked are up 64% in October and 71% in November. With this success, United has now added a third daily Denver flight through the winter season as well as a second daily flight through the spring offseason of 2025. While tourism is a driver of flights, our connectivity via the airport is of utmost importance for the quality of life of residents as well as our economic development efforts. TAPP is committed to filling the Denver flights that are free to the community and drive our connectivity outside of the valley.

Book Direct

We are seeing similar trends in BookDirect as we are with both paid and organic marketing. We are driving a much higher volume of traffic and searches, but the actual referrals rate didn't grow as quickly as searches. Despite that, referrals still grew 54% YTD.

Lodging Searches	2023	2024	YOY
January	2,910	12,268	322%
February	1,551	7,115	359%
March	392	1,829	367%
April	818	1,309	60%
May	1,971	3,618	84%
June	1,961	4,206	114%
July	2,311	4,515	95%
August	1,839	2,744	49%
Total	13,753	37,604	173%
Lodging Referrals	**2023**	**2024**	**YOY**
January	1,415	3,629	156%
February	817	2,017	147%
March	471	628	33%
April	630	693	10%
May	1,196	1,382	16%
June	1,376	1,841	34%
July	1,635	1,944	19%
August	1,170	1,278	9%
Total	8,710	13,412	54%

Airline Results

Overall, we have had an extremely successful year as far as flights with more passengers and capacity. The airlines have seen this success and continue to add service to the GUC market. United has added a second daily flight at no minimum revenue guarantee in both the fall and spring off season. United is also looking at adding some direct flights from Chicago this winter. Currently, we are the only major ski market without Chicago service. The added flights coupled with increased reliability make for better connectivity than we have ever had. These flights are extremely important not only to visitors, but also to locals and businesses in the valley.

Summer air has been pacing ahead both in capacity and passenger counts. When JSX data is included into the main commercial flights, we likely will have a record passenger number this summer season.

The addition of a second daily fall flight from Denver has doubled our offseason capacity at no minimum revenue guarantee. TAPP has been focused on filling these flights so that we can continue the service next off season. As of now, United has a second daily flight through the spring off season as well.

Winter air was a huge success with growth in both capacity and passengers flown. We flew more passengers than we have in the last several decades. The new approaches allowed for a strong completion rate of 98%+. This reliability builds confidence from our customers both visitor and local in depending on the flights. The airlines saw the success of last winter and have increased incoming capacity by 20% so far for winter 24/25. There is also a possibility of adding some direct service to and from Chicago this winter. On the downside, JSX has decided not to operate service this winter.

By filling the flights, we drive early bookings, longer stays and higher paying visitors. We are also driving up the quality of life for residents and reducing the friction it takes to do business in the valley. When the flight programs are successful, the RTA is not held to the same level of airline guarantees. This allows for more funding to be put to bus service which serves our residents.

Looking Ahead

As we look to 2025, we are taking lessons from 2024 to drive our strategies moving forward. We will focus marketing spend in areas that we can create sustainability in our tourism economy.

We are increasing our winter spend because the impacts on the community are focused on the hardened area of the ski area. There is also more room to grow during this season, particularly in the south valley.

In an effort to offset the south valley downturn, we are shifting more non-snow spend to gravel biking, where Gunnison can win. We spent about 20% of our 2024 non-snow budget in gravel this year. We are expanding this to about 30% of our spend in 2025 and also pursuing a

Colorado Tourism Office grant in this area. We have seen great engagement in our gravel spend thus far. While it is a newer target audience, platforms are becoming more and more sophisticated at targeting this growing demographic.

Until we have some sort of a reservation system for camping, campers will continue to expect an open spot. We will try to get ahead of this by shifting campers to paid lodging during the top 4-6 weekends in summer when camping is full, but lodging is not. We will target search terms around camping in the area and give campers options for paid lodging instead of camping that is likely full.

We will promote the air service both locally and nationally to build more robust year round air service. This connectivity will help drive new markets of high paying visitors and also build upon the amenities available to local residents and businesses.

TAPP will remain nimble and data-driven in our tourism marketing decisions so that we can maintain a sustainable leg to our economy. We can soften the impacts of tourism by shifting to needed areas. Tourism remains the largest driver of our economy. By keeping this area robust, we have the funding to build a more diverse economy beyond tourism.

Stewardship

“Doo” Colorado Right

The “Doo” Colorado Right program is in its second year of funding from the Colorado Tourism Office (CTO). It is not common for programs to be funded for multiple years in a row. The huge success from last year convinced the CTO that it was worth funding again. We also participated in the Outside Festival to promote the program. $40,000 from the state is being matched by $20,000 from TAPP and $6,000 from other destination partners across the state. This year, 4,600 kits are being distributed via 37 distribution partners from every corner of the state. While this program is budgeted under stewardship, it does touch on all the missions of TAPP. Every kit has the Gunnison Crested Butte logo printed on it, and this program aligns our brand with outdoors and stewardship driving the right type of tourism to our area. We have also had another good round of news articles from this program, but not near the level that we did last year. On the economic development front, PACT is a local exporting company and the program has garnered exposure and growth for their company driving our goals in economic development. In addition, we worked with the Wright Collegiate Challenge and Outdoor Industry MBA students from Western on crafting survey language to go along with the kit. This program continues to showcase the Gunnison Valley as an outdoor industry hub while also teaching folks to take care of our public lands.

In-market Messaging

Based on the priorities set forth in the Sustainable Tourism and Outdoor Recreation Committee's (STOR's) strategic plan, TAPP oversaw and funded an in market messaging campaign during the busiest 6 weeks of the summer. TAPP has allocated $5,000 towards a campaign that is targeted just to people that are physically in the Gunnison Valley to feed them messaging that aligns with STOR's priorities and utilizes the CTO's Do Colorado Right assets. While we did get a lot of impressions served from the ads, these ads were not engaged in quite to the same level that our typical marketing sees. A full report of this program can be found here.

Law Enforcement Saturation Patrols

STOR's communication subcommittee recommended to the STOR board that they consider enforcement to be coupled with communication efforts. TAPP committed $3,000 towards this program so law enforcement can have a larger presence during some of the busiest weekends in the summer. There has not yet been a full report out to STOR on this effort, but thus far all accounts from land managers were that the program was very successful.

Campers to Lodging

As mentioned above, for 2025 TAPP has budgeted $25,000 for a campaign that focuses on converting campers to lodging during the busiest months of the summer. We heard from the STOR committee that camping was an issue during the 4-6 peak weeks of summer. Unfortunately, visitors have no way of knowing if camping is full or making a reservation. TAPP will continue to push at the STOR meetings to implement some sort of a reservation system for campsites, but until that time comes, people will still arrive expecting to find a campsite. We hope to alleviate that pressure and convert campers to paid lodging via a campaign next summer. We will target search terms around camping in the Gunnison Valley. The messaging will inform visitors that camping is likely full during the weekends in July, but there is room at our lodges. The call to action will be to book lodging. The hope is that this campaign will alleviate pressure on our camping and also fill the lodges that have room.

STOR funding

Also, for 2025 we have reinstated a $75,000 Gunnison Stewardship Fund donation. TAPP had done this in the past and with LMD changes it didn't happen in 2024.

Western/Rady

Summary

Our efforts at Western continue around our collaboration with the Rady School. We are focused on areas that we think we can win, in the Outdoor Industry and in Atmospherics industries. We have a very unique position in the Outdoor Industry in that our natural capital consists of public lands, trails and access that sets the Gunnison Valley apart. Similarly, these wide open pristine landscapes along with the robust history of science at RMBL offer an opportunity in the realm of atmospheric research. The Rady engineering students are positioned well to drive forward both of these focuses with their talent. We are working to grow the outdoor hub and atmospherics ecosystems that are developing in the valley and the contributions of the Rady students cannot be understated. This is giving students real world experience with the hopes that talent can stay and get jobs in our valley. At the same time, the reputation that is building at the Rady school will attract new talent and funding in the years to come.

Post-Grads

The two post-grads that began work this August will continue their work into 2025. Both candidates applied for the post-bach position and were interviewed by ICELab.

- Jayden Omi (CS graduate ’23) – Jayden will work on RMBL collaborations.
- Tyler Baker (ME graduate ’24) – Will support OIE projects along with RMBL Collaborations.

Bi-monthly meetings with the key stakeholders (Rady, RMBL, TAPP, ICELab) will be held throughout the duration of the post-graduate program to ensure that progress is tracking and all efforts are aligned with the goals of the program.

Two new post-grad students will be selected in August 2025 to continue the collaborative efforts between RMBL and Rady.

Blister Labs/Outdoor Industry Engineering

Below is a summary of results and observations from the 8-week summer undergraduate research program. This summer's research projects were focused on bike wheel testing, fabric testing, ski testing, and several proof-of-concept projects, all of which offer valuable insights into the outdoor industry and engineering fields. These findings resulted in two future scientific

Bike Wheel Testing + Blister Survey:

- **Key Findings:** The system of a mountain bike wheel—comprising spoke number, spoke pattern, and wheel geometry—plays a more critical role in the overall performance of the wheel than the material (aluminum alloy vs. carbon) for most riders. These structural

elements can be fine-tuned, regardless of whether the wheel is made from aluminum or carbon, to achieve optimal performance tailored to different riding styles and conditions.
    - The choice of material between aluminum and carbon becomes truly relevant only for more technical or heavier riders, who apply higher impact loads on the wheel during aggressive maneuvers. For them, the material difference may translate into tangible performance benefits.
- **Motion Capture System Insights:** The research revealed that the Motion Capture system currently being used lacks the necessary precision to measure detailed wheel deflections. However, despite its limitations for this specific use case, the system proved valuable for other types of testing and could be repurposed for various applications within the broader scope of research.

Fabric Testing:

- **Simultaneous Variable Testing:** Unlike many industry-standard tests that focus on evaluating a single characteristic at a time (as seen in VF's standardized tests), our approach set up experiments to test multiple variables simultaneously. We examined friction, UV exposure, and water resistance in parallel, which allowed for a more holistic understanding of fabric performance under real-world conditions.
- **UV Degradation:** Our findings showed that continuous exposure to UV light caused both the fabric and its protective coatings to degrade significantly over a 10-day period. This rapid degradation is concerning for outdoor apparel manufacturers that rely on fabric durability in harsh environmental conditions. However, the application of Durable Water Repellent (DWR) was able to restore water resistance up to 90% of the fabric's original capacity, indicating that DWR treatments are an effective short-term solution to extend fabric longevity in the field.
- **Impact of Fabric Color:** One surprising discovery was the role that color plays in fabric degradation. Different pigments in the fabric affect how the material absorbs and reflects UV light, leading to varying rates of deterioration depending on the color. This insight opens up possibilities for designing more UV-resistant fabrics based on pigmentation.
- **Further Testing:** More testing is planned to investigate whether the degradation is due to the material itself or the water-resistant coating, as well as determining when and how this breakdown happens. Understanding these mechanisms will allow manufacturers to develop fabrics that retain performance qualities over longer periods of exposure.

Blister Labs Research (Bike Wheel and Fabric Testing):

In addition to the findings from the bike wheel and fabric testing, two more scientific papers on ski testing are being prepared for submission. These papers will explore the results of our in-depth research and help inform both consumers and technical experts in the industry.

- **December 2024:** A consumer-friendly paper will be submitted to Blister, focusing on the results of our ski testing. This paper will use accessible language and avoid excessive technical jargon. The aim is to provide Blister's readership with a clear overview of the research findings, helping consumers understand how these results can inform their purchasing decisions and aid them in choosing ski equipment that best fits their individual needs.
- **September 2025 (Thesis Paper):** A more technically focused paper, which is a follow-up to our previously published work *"Distributed IMU Sensors for In-Field*

Dynamic Measurements on an Alpine Ski," will delve deeper into the methodologies, techniques, and comprehensive data collected during the testing. This paper will target a more academic audience and focus on the theoretical aspects of the research. It will provide an in-depth analysis of individual tests, including stiffness, in-field dynamic measurements, and modal analysis, contributing to the broader academic discussion on ski performance.

Additional Proof of Concept Projects:
Two additional projects were explored this summer to determine proof of concept and feasibility:

- **Bike Battery Testing:** Initially, the project aimed to evaluate the performance of electric bike batteries in isolation. However, the team quickly realized that the interaction between the battery and motor system is far more complex than anticipated. While standalone battery testing can provide some information, there is already ample data available on this. Therefore, future testing will need to include a more comprehensive analysis of the battery and motor as an integrated system to yield meaningful insights.
- **Ski Boot Flex (in collaboration with Sean Humbert's Lab):** This project is still in the early stages, focusing on measuring ski boot flex and improving boot performance. Work is ongoing, and the team is collaborating with Sean Humbert's lab to develop more precise measurement techniques and refine the equipment used for this research. Once completed, this project could have significant implications for ski boot design, particularly for competitive skiers seeking optimal flex patterns for different skiing styles.

Summary of Results:
The summer research program has yielded promising results across several projects, from bike wheel performance to fabric durability, and is contributing valuable data to the outdoor industry. Our work is helping to bridge the gap between engineering research and real-world product application, benefiting both manufacturers and consumers. As we move forward, the insights gained from this summer's research will inform future testing, product development, and collaboration within the outdoor industry, positioning the Blister Labs and our team as leaders in this field.

Future Work

· The bike wheel project is completed with regards to the design of experiment. The next phase will include incorporation of various bike wheel sets for destructive testing.

· For the ski project, we are in the middle of modal analysis testing and creating a plan to continue collecting more modal data while analyzing that data from the summer and fall 2024. The next step is to use the modal data to estimate the deformation/force a ski undergoes while in use and the consolidation of information to begin writing the first paper discussed above.

· For the fabric project, tests will continue throughout the academic year, now that the design of experiment for testing fabrics has been established.

· Continue to work on the quantitative rider survey to better link data sets to rider type and ability.

Media and Publications

· Blister Labs: Results from our On-Snow Ski Testing & Dynamic Modeling (Ep.307) - https://blisterreview.com/podcasts/gear-30-podcast/blister-labs-results-from-our-on-snow-ski-testing-amp-dynamic-modeling-ep-307
· Two scientific papers related to ski testing: work-in-progress.
· Two podcasts related to fabric testing and wheel testing: work-in-progress.
· Summer undergraduate research program will continue through summer 2025.
· OIE projects will continue to be incorporated into capstone and other classes.
· **Western Colorado University** - *Gunnison, Colorado - $100,000*
To support the buildout of an outdoor industry lab. Funding will support the purchase of lab equipment and supplies. This project will be the next step in making rural Colorado a hub for entrepreneurship and workforce development for years to come. - https://oedit.colorado.gov/press-release/strengthening-local-economies-gov-polis-announces-colorado-state-outdoor-recreation

Future Funding

· Continue to apply for federal and state grants that support OIE and economic development.
· Continue to collaborate with the OIMBA program and collaborate on a grant.

RMBL Atmospherics

Rady Collaborative Research Projects Enabled by TAPP
TAPP funding provides financial support to establish a collaboration between the two scientific powerhouses in the Valley to jointly explore unique opportunities to create a national hub for environmental science. The starting basis involves a series of collaborative projects to solve real world problems that exist at the intersection of field research, mechanical engineering, and computer science. The projects represent mutually beneficial opportunities which support RMBL's strategic research initiatives and provide Rady with a unique differentiator for student recruitment. Several of the projects made significant progress during the summer season and the remaining projects are set to ramp-up in the fall.

The projects provide meaningful progress, but more importantly they provide the basis to establish a new way of working collaboratively and demonstration of potential impact. This is

what is needed to unlock future opportunities to grow the collaboration and create STEM employment opportunities in the valley.

Computer Science Projects

***Leaf Area Images*:** Computer science project led by Travis Hainsworth (Rady faculty) with extensive ground-calibration provided by a field campaign led by Amanda Henderson (RMBL staff). During the summer field season, TAPP support allowed Amanda and a team of research assistants to collect 80 drone flights and over 450 field samples to compile the highest quality Leaf Area Index (LAI) dataset in the world. The next step is to integrate field and drone data with machine learning algorithms to map how leaf traits are shifting across the landscape in space and time. By understanding LAI variations across different landscapes, seasons, and vegetation types,
our research will provide valuable insights into ecosystem productivity, biodiversity, and carbon cycling, contributing to a deeper understanding of the Earth's terrestrial ecosystems and their response to environmental change.

Machine Learning and Classifying Snow: Computer science project led by Travis Hainsworth (Rady faculty) and supported by two Rady students and Ian Breckheimer (RMBL) to leverage recent advances in computer vision to pioneer a novel approach in snow classification using drone and satellite imagery. Through the integration of machine learning algorithms with remote sensing datasets, the team has developed a highly accurate, efficient, and versatile model that will greatly improve how we monitor and analyze snow cover dynamics. It provides potential end users such as researchers, environmental agencies and other stakeholders the ability to unlock new insights in climate research, water resource management, and ecosystem function.

***Snowpack onset and persistence*:** Because of support from TAPP Ian Breckheimer has been able to extend satellite-based estimates of snowpack onset and persistence back to 1985, improving current estimates that only extend back to 1993. This is important scientifically (e.g., increases statistical power of scientists wishing to link biological and climatological processes) and management (e.g., the Upper Gunnison River Water Conservancy District is conducting drought planning and this potentially enables a stronger baseline to determine drought conditions). This work will be enhanced through a new collaboration with Jessica Lundquist (University of Washington faculty) to …

Engineering Projects

***Developing Sensor Suite to Measure Surface Energy Balance*:** Ian Breckheimer and Kevin Terry (Rady Faculty) have been designing and developing an advanced sensor suite to analyze land surface balance. During the summer field season Kevin and several Rady undergraduates conducted field experiments to scope structural parameters, power needs, and other design specifications. The work will continue into the 2024 – 2025 academic year to develop prototypes in the laboratory followed by field testing during the summer of 2025. The goal is to

engineer a portable, efficient, and cost-effective sensor suite to better understand environmental processes and climate dynamics.

Robotics for Ground-Based Sensing: Nicolaus Correll (CU Boulder faculty) conducted several weeks of field testing to assess current capabilities, limitations, and additional development needs of the Unitree Go-1 robotic dog from the Collaborative AI and Robotics Lab at CU Boulder. The results highlighted future potential for collecting remote sensing data in areas that are inaccessible with drones such as under the forest canopy. It also identified additional development needs to make the platform truly autonomous and robust to withstand the challenges of rugged environments. One tangible outcome of this work was the submission of a grant through the National Science Foundation to fund research experience for 10 Rady undergraduates/year for 3 years.

***Animal Weight and Snowpack*:** Rady Computer Science/Mechanical Engineering faculty have plans for a summer project to develop a snowpack measurement device, inspired by animal weight sensing mechanisms, to understand the supportiveness of mountain snowpack for supporting the load of different animal species. A reliable tool will help land managers think about how to manage landscapes for animals like lynx and elk for which winter transit is critical.

Economic Development/Jobs/Housing: TAPP support for this collaboration is motivated by the goals helping support Rady and Western be more successful as well as job creation. The collaboration helps Rady by serving as a unique differentiator for attracting students and helping attract CU-Boulder faculty to working in the valley. For RMBL it progresses our science strategy by providing access to engineering and computer science expertise to develop sensor solutions and create new knowledge through advanced data analytics.

RMBL Science Strategy*:* Through 90+ years of long-term research of the biological and ecological systems in the Gunnison Basin, RMBL scientists have made this area one of the best understood ecosystems in the world. These long-term observations have only begun to reveal what can be done to understand how all biological systems function. Applying new technologies in remote sensing and data analytics to these long-term studies enables scientists to potentially unlock fundamental new insights. This exciting frontier in field science provides RMBL with a unique opportunity to link biological and earth systems, leading to a deeper understanding of how mountain ecosystems and watersheds provide critical life sustaining services and how they may respond to a changing climate.

RMBL's Spatial Data Platform (SDP) is at the heart of the science strategy and provides a tangible example of job creation through a diverse portfolio of funding and strategic partnerships. The SDP was established in 2019 with the hiring of Ian Breckheimer through the support of private philanthropy. Since then, the platform has demonstrated a track record of success and grown to 2 full-time and 3 seasonal staff by attracting additional funding through local and federal grants, operational revenue, and congressionally directed spending requests. The RMBL-Rady partnership represents a major milestone for the SDP and a powerful alliance

to expand the valley' scientific profile which in turn creates opportunities to attract additional funding and high paying jobs.

Partnership Program initiatives: Through project initiatives with RMBL, the WCU/CU Partnership program will continue to circulate projects that matter in collaboration with courses and student research opportunities. These projects support both student learning as well as advancing technology aspects of data collection and analysis at RMBL.

Job Creation: In terms of **job creation,** we identify a number of initiatives which will lead to potential job creation for the post-bachelorette graduates. Several funding opportunities listed below could potentially lead to employment along with on-going support for writing NSF-SBIR's and NSF-STTR's which support start-up companies and employment for key members of the start-up.

Congressionally designated funds for overflights, *$975,000 (funded) over 18 months*: We have received a congressionally directed grant through NASA to support plane-based collection of hyperspectral data. To detect change, we will repeat flights done in 2018 that targeted the drainages above Crested Butte. Additionally, with a management and scientific focus on fire, we will add drainages in the Taylor Basin. About 30% of the award will go towards salaries to people living in the county. This project, which will be done in collaboration with NASA's Jet Propulsion Laboratory and will likely play a significant role in developing standards for planned satellite technology, creating opportunities for Rady, science, and job creation.

Fire research, *~$1 million/year for 10 years (pending)*: We have a non-profit that has expressed a strong interest in investing ~$1 million/year in the county, including a dedicated staff position, in integrating fire policy, management, and science, leveraging significant scientific and policy investments around fire. The overflight listed above and the DOE work on fire are important elements of attracting this investment.

Future work, outputs, and future funding

> ***Start-up*****:** We have a start-up in development that would leverage the RMBL and Rady collaboration. They are moving towards incorporation and initial fundraising.
>
> ***Future opportunities*****:** These successes are creating unique federal funding opportunities with NASA, DOE, and NSF. While these programs require multi-year commitments, there are reasonable opportunities over the next 5-10 years to see long-lasting investments on the order of tens of millions of dollars per year.
>
> ***Publicity:*** The partnership has attracted interest from local and national media outlets.
>
> · TAPP forges new Rady and RMBL collaboration (February 14, 2024). Crested Butte News.

· Western's Rady School partners with RMBL (March 6, 2024). Gunnison Country Times.
· Hyper-spectral images to shed light on the future of Gunnison's forests (March 27, 2024). Gunnison Country Times.
· Testing the Field Capabilities of the Unitree Go-1 (July 5, 2024). Medium.

Economic Development

Summary

The ICELab continues to act as the entrepreneurial support organization for Gunnison County and driving forward the mission of creating more high paying jobs. Relationships with other local partners such as Region 10 and the City of Gunnison play a key role in aligning efforts and meeting the local business community where they are at. Local exporters working with the ICELab continue to grow their networks, hire employees and build a stronger economy for everyone in the valley. The coworking space is at capacity with a waitlist for private office space. Gunnison county's reputation as an outdoor industry hub also continues to grow through the many pieces that have been here historically as well as those the ICELab team has created or grown. There is new opportunity to further support entrepreneurs who are building to scale. The creation of new and innovative ideas is important, but reducing friction for company growth is equally important.

Goals and Metrics

Economic Development Metrics			
	Year	2024	
Gunnison County	Cumulative Metrics	Goal	Forecast
	Companies Recruited	6	**4**
	Jobs Created	60	**74**
	Jobs >$50k/60k Created	18	**40**
	Revenue $ Increase	$5,500,000	**$6,622,902**
	WCU Interns/Grads placed	21	**37**

	2024 fcst
Jobs Created	**74**
Local Hire	58
Move-in Hire	16

Gunnison County	*Cumulative Metrics - Actual*	2019	2020	2021	2022	2023	2024
	Companies Recruited	1	2	4	4	4	5
	Jobs Created	5	22	33	46	62	74
	Jobs >$60k Created	3	6	10	29	34	40
	Revenue $ Increase	$847,000	$1,144,971	$1,633,426	$4,134,013	$5,847,376	$6,622,902
	WCU Interns/Grads placed	5	13	19	23	34	37

New Opportunities

Outdoor Industry Funding Summit

The Outdoor Industry Funding Summit (OIFS) began in February of 2023 and has quickly grown into a nationally recognized opportunity for early-stage outdoor industry company founders to find investment. Raising capital as a startup founder is challenging, and especially so within the outdoor industry. Hubs of industry investment don't exist in the outdoor space like they do in industries like tech (SF, Austin or Boston). OIFS is filling the gap that exists for outdoor founders when they are building to scale.

Exposing this network of highly driven and skilled founders to not only the natural capital of the Gunnison Valley, but also the robust entrepreneurial support community plays a key role in our talent attraction efforts. Connecting the existing Gunnison Valley entrepreneurs with this pool of nation-wide founders also greatly broadens a local founder's leverageable network.

The investor network that the ICELab has created as a result of OIFS is a key component of the efforts to support local entrepreneurs. When a company is ready to bring on investors, we now have that network to tap into.

We are looking to grow OIFS for 2025. The event will split into two and focus on two different stages of companies. The first will focus on earlier stage, pre-seed or seed. The second one will focus on companies a bit further along looking to raise their first priced round, Series A.

Office/Warehouse Space

- Currently looking at the former Dollar Store building as a possible location
- Space available to any exporting companies in the valley
    - Any company who is exporting outside of the county is eligible to be a tenant of the space.
        - Exporting can mean exporting goods, services or headquarter functions. Exporting headquarter function meaning they are building a company that will have locations outside of the valley with a headquarters in the valley. They are exporting the service of HQ functions to their own business internally.
    - For the companies who are exporting outside of the county or those who are scaling to do so, commercial space is a real challenge. The main needs that the ICELab sees are around light industrial warehouse and distribution space.
    - Companies who are headquartered out of the ICELab are outgrowing the existing space available.
    - This type of space is attractive because it better fits the needs of the exporting companies who are currently tenants in the ICELab as well exporters who are not currently in the ICELab:
        - Office space
        - Warehouse/storage space
        - Dedicated area to assemble and package products
        - Capability to receive freight shipments
        - FedEx/UPS pick-up
    - Colorado Outdoors in Montrose is a great case study for space like this.
- Subsidy projected to be short-term
    - Market rate on commercial space is not realistic for the majority of the promising entrepreneurs in the valley.
    - The subsidy provided by the ICELab on a shared commercial space is meant to incentivize growth and foster an innovative and thriving entrepreneurial community.
- Space Improvement
    - The ICELab would be responsible for the upfront cost of improving and updating the space to fit the needs of the local companies
    - These improvements would include:
        - Building partition and office build out
        - Office Furniture

- Storage/Shelving
- Packing/distribution infrastructure
- Potential build out of a second bathroom
- Parking lot security improvements (fence, cameras, etc.)*

Budget Documents

Summary

The TAPP Board of Directors is recommending the LMD Board allocate $3,300,000 from 2024 collections to TAPP spread evenly across the months of 2025.

G-CBTA							
Recommended Budget							
2025							
	General	ICELab	STOR	TA Non-Snow	TA Snow	Western	TOTAL
Income							
Income	3,317,500	172,000	10,000	50,000	0	0	3,549,500
Total Income	**3,317,500**	**172,000**	**10,000**	**50,000**	**0**	**0**	**3,549,500**
Gross Profit	**3,317,500**	**172,000**	**10,000**	**50,000**	**0**	**0**	**3,549,500**
Expenses							
Admin/Other	13,593	443,762	0	2,306	3,717	0	463,378
Content Creation	0	1,999	0	105,050	66,250	0	173,299
Digital Media	0	2,100	25,000	460,682	429,370	0	917,153
Personnel	20,915	341,476	0	176,071	192,004	0	730,466
Press Trips	0	75	0	9,000	9,000	0	18,075
Print Media	0	2,490	0	7,000	7,000	0	16,490
Public Lands Experience	0	0	85,000	0	0	0	85,000
Research	43,559	130	27,318	249	0	0	71,256
Social Media	0	2,000	0	198,695	323,149	0	523,844
Special Projects	0	165,853	0	0	0	155,833	321,686
Subcontractors	18,380	0	0	13,519	13,519	0	45,418
Travel/Meals/Entertainment	21,258	31,304	0	4,959	5,356	0	62,877
Visitor Centers	50,000	1,000	0	0	0	0	51,000
Websites and Apps	26,313	976	0	16,928	4,958	0	49,175

2025 Proposed Expenses	**194,017**	**993,165**	**137,318**	**994,460**	**1,054,324**	**155,833**	**3,529,119**
Net Operating Income	**3,123,483**	**-821,165**	**-127,318**	**-944,460**	**-1,054,324**	**-155,833**	**20,381**
2024 Budget	195,974	526,120	103,553	837,596	903,258	600,048	3,166,549
2024 Actual/Fcst	258,812	404,561	127,324	947,758	961,151	270,937	2,970,543



2025 Plan & Budget Recommendation

September 2024

TAPP Principles

- Trails, summer and winter
- Synergies
- Efficiencies, technology, learning
- Nimbleness and speed



Durango Retreat

- Attraction capital a challenge for the Gunnison Valley
  - Purgatory Ski Area play is $100million in the next ten years
  - Durango Hot Springs $14million for 25-30 pools plus spa
  - Durango Bike Park $10million + over 2,000 acres
    - >Bike park
    - >BMX park
    - >Trails (100% e-bike)
    - >Amphitheater for music events
    - >Camping
- Reducing “friction” for entrepreneurs
  - We built an investment network that has capital we can’t deploy



Challenges

- Slowdown on horizon
- Lack of investment
- Rate gains without product improvement can’t continue
- Lacking critical mass



YTD (pg. 2-8)

- LMD +11% Jan-July
- Up from rate gains, not more visitors
- Marketing driving traffic, but engagement diminishing
- Disparities between North and South Valley
- Flights performing strong (pg. 9)



Sustainable Tourism Plan

- More focus on winter (pg. 9)
- Fill flights with extra focus on shoulder season (Chicago nonstops?) (pg. 9-10)
- More focus on the South Valley (pg. 9-10)
- Move campers to lodging in summer (pg. 11)



Metrics

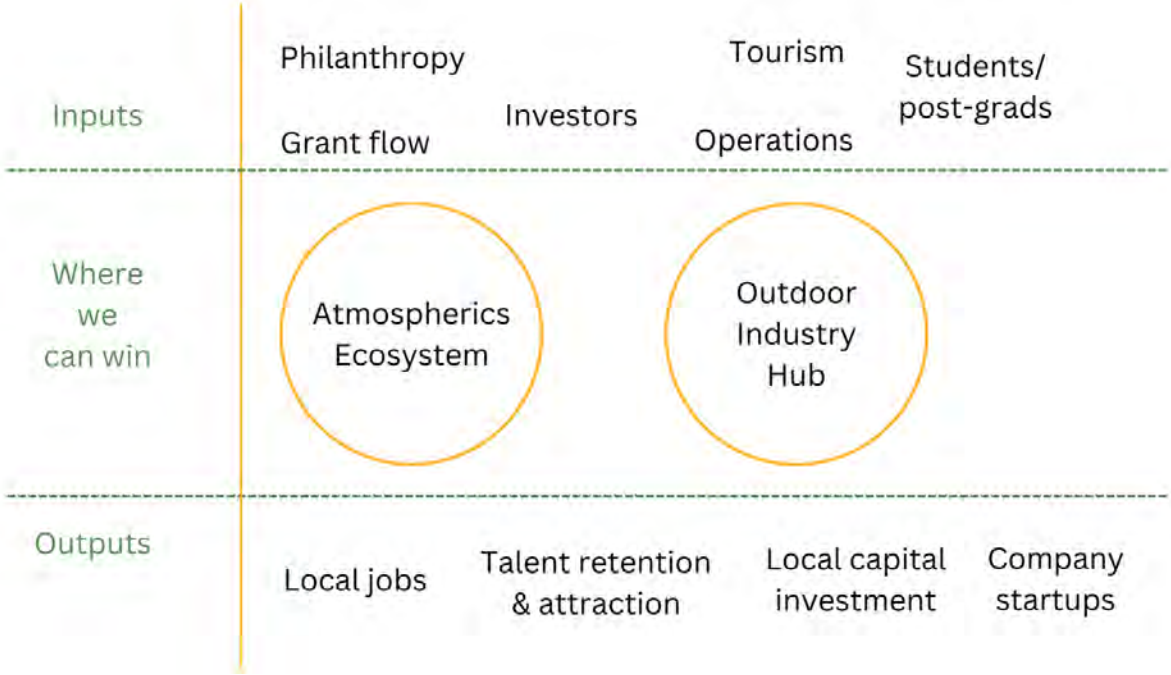
Create more high-paying jobs in Gunnison County (pg. 20)

Economic Development Metrics			
	Year	2024	
Gunnison County	Cumulative Metrics	Goal	**Forecast**
	Companies Recruited	6	**4**
	Jobs Created	60	**74**
	Jobs >$50k/60k Created	18	**40**
	Revenue $ Increase	$5,500,000	**$6,622,902**
	WCU Interns/Grads placed	21	**37**

	2024 fcst
Jobs Created	74
Local Hire	58
Move-in Hire	16

**ICELab metrics are always held with confidentiality and are only reported out in large groups that obfuscate any individual company metrics*

Where we can win



Reducing friction

- Funding
  - Outdoor Industry Funding Summit (pg. 20-21)
  - Grant flow
  - REDI Grant in partnership with DOLA and City of Gunnison
- Warehouse (pg. 21-22)
- City of Gunnison ED Plan

WCU/CU Partnership + RMBL Post-Grad Program

Pg. 12-19



Background

December 2023, a group from RMBL and the WCU/CU Partnership program met to brainstorm projects that would be beneficial to both organizations

Projects began in the Summer 2024, with initial results promising for continued success:

- 1 project will continue into senior capstone for the partnership program
- 3 projects are being worked on by post-grads

The main goals for TAPP funding (RMBL + WCU/CU Partnership Program) are:

1)Continue to enhance collaborations between RMBL + WCU/CU Partnership Program to strengthen the relationship.
2)Enhance the collaborative economic ecosystem of the Gunnison Valley.
3)Apply for state and federal grants to encourage recognition of the Gunnison Valley.
4)Promote and help develop employment opportunities for startups, creating potential job opportunities for post-baccalaureates and future students.

RMBL Science Strategy (pg. 17-18)

- Drive scientific discovery by applying new technologies in remote sensing and data analytics to RMBL's long-term field studies
- Unlock fundamentally new insights on how mountain ecosystems and watersheds provide critical life sustaining services, and how they are responding to a changing climate

Spatial Data Platform

	2018	2019	2020	2021	2022	2023	2024	2025
Job Creation		Hired Ian Breckheimer			Hired Amanda Henderson		2 Fulltime & 3 Seasonal Staff	2 Fulltime & 6 Seasonal Staff
Funding	Grants	Private Philanthropy			Grants	Operational Revenue	Grant	Congressionally Directed Spending
Collaborations							TAPP	

RMBL-Rady Collaborative Pilot Projects: Sensors

Surface Radiation Sensor Suite (pg. 16-17)

2024 Highlights

- Field experiments to scope design specifications

Next Steps

- Develop prototypes for field testing in 2025 to create a portable, efficient, and cost-effective solution to better understand environmental processes and climate dynamics

Robotics for Ground-Based Sensing (pg. 17)

2024 Highlights

- 6 weeks of field testing to assess current capabilities, limitations, and additional development needs of Unitree Go-1

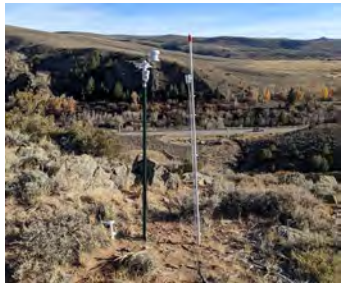
Next Steps

- NSF REU grant proposal submitted to fund 10 students/year for 3 years through Rady

Current Technology



Future Application



Unitree Go-1 Robotic Dog



RMBL-Rady Collaborative Pilot Projects: Computing

Leaf Area Imaging (pg. 16)

2024 Highlights

- 2,000 hours of field work, 80 drone flights & 450 field samples
- Highest quality Leaf Area Index (LAI) dataset in the world

Next Steps

- Integrate field and drone data with machine learning algorithms to map how leaf traits are shifting across the landscape in response to environmental change & the impact on carbon storage and water availability.







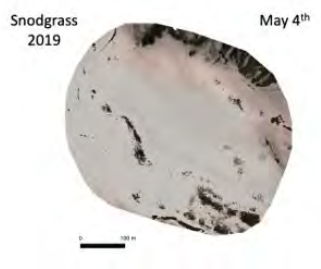
Deep Learning Snow Detection (pg. 16)

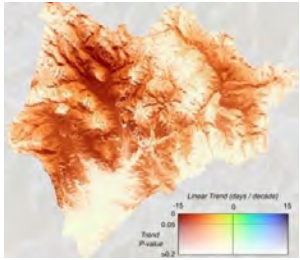
2024 Highlights

- Integrated remote sensing datasets with machine learning algorithms
- Developed highly accurate, efficient, and versatile model to analyze and monitor snow cover dynamics

Next Steps

- Promote usage with potential end users to unlock new insights in climate research, water resource management, and ecosystem function.





OIE/Blister Labs Updates (pg. 12-15)

- 7 projects total (ski, mnt bike wheel, quantitative rider survey, technical fabric testing, boot fit, and e-bike battery testing)
- 2 additional scientific papers to be published this year (work in progress)
- 1 more podcast (Blister Labs Gear30)
- 2+ more podcasts (work in progress)
- Continued project research over the academic year through courses
- Continued recognition from industry experts (DPS)
- Continue to support the undergraduate summer research program

2025 Emphasis

- Expectation that our tourism and economic development efforts remain successful
- Lack of investment will catch up to us at some point
- Friction reduction
- Rady/RMBL
- South Valley focus



LMD Recommendation
$3.3 Million of 2024 collections

Pg. 22-23



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement, Inter-Agency Partners

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Delta and Gunnison County Public Health

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

Summary:

This is an IGA for the Women Infant and Children (WIC) program to operate as a partnership for FFY 2025. Susan Harrison will serve in her same capacity as years past as the Register Dietician and High Risk Counselor. The only change is Gunnison will hold the funding for the regional

Fiscal Impact:

Submitted by: Brad Wheaton **Submitter's Email Address:** bradford.wheaton@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 11/15/2024

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

Comments:
Legally sufficient but lacks language regarding not waiving public entity immunity and lack of third-party beneficiaries. SO 11/25/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 11/25/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/27/2024

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

Agenda Date: 12/17/2024

Revised April 2015

DELTA COUNTY
HEALTH DEPARTMENT

Colorado WIC Program
Colorado Department of Public Health and Environment
Attention: Heidi Hoffman, COWIC Director
4300 Cherry Creek Drive South
Denver, Colorado 80246

Dear Director Hoffman:

We are writing to express our support for the partnership between Delta County Health Department and Gunnison County Health and Human Services for the purpose of sharing resources, creating greater capacity, maximizing budget efficiencies, and meeting service standards for the Colorado WIC Program.

To ensure our program meets state requirements and aligns with local needs, we are committed to continuing to develop a WIC Director role for Delta County Health Department that will serve, support and help meet the unique needs of our community. I will continue to assume full responsibility for overseeing WIC program functions until that time. The Delta County Health Department WIC Manager and Public Health Director will work closely with Gunnison County Health and Human Services to leverage shared resources, streamline processes, and maintain program integrity.

Leadership and staff at Delta County Health Department recognize the importance of providing high-quality services to WIC clients and believe that collaboration with other agencies can enhance our ability to meet the diverse needs of our community. We are eager to develop an inter-agency partnership that will allow us to optimize our staffing and funding resources while maintaining the quality and efficiency of our services.

In support of the application for a contract to operate the Colorado WIC Program, the management/leadership of Delta County Health Department submits this letter noting our intent to partner with Gunnison County Health and for the provision of the following WIC services:

Our Partnership will involve:

1. Sharing the responsibilities of the WIC Registered Dietician and High-Risk Counselor between our organizations.
2. Establishing clear communication channels and collaboration mechanisms to ensure effective teamwork and coordination.
3. Conducting regular programmatic evaluations and reviews to assess the effectiveness of the partnership and make any necessary adjustments.
4. Defining specific operational roles and responsibilities through a Memorandum of Understanding to be approved by both governing boards.

DELTA COUNTY
HEALTH DEPARTMENT

We understand that successful partnerships require careful planning and ongoing communication, and we are committed to working collaboratively with Gunnison County Health and Human Services to ensure the success of this initiative. Within thirty (30) days after the execution of the FFY2025 COWIC contract, Delta County Health Department commits to submitting a fully-executed Memorandum of Understanding or similar agreement with all relevant partnership details.

Sincerely,

Jacqueline Davis, MHA, FACHE
Public Health Director
970-874-2517
Delta County

Susan Harrison
WIC Dietitian
Gunnison County Health and Human Services
970-641-7911 | SHarrison@gunnisoncounty.org

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement, Inter-Agency Partners

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Delta and Gunnison County Public Health

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Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/27/2024

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

Agenda Date: 12/17/2024

Revised April 2015

INTERGOVERNMENTAL AGREEMENT
INTER-AGENCY PARTNERSHIP FOR THE
WOMEN, INFANTS, AND CHILDREN PROGRAM

This Intergovernmental Agreement, Women, Infants, and Children Program, entered into and effective this 1st day of October 2024, hereinafter referred to as the "Agreement" or "IGA," is made and entered into by and between the **Board of County Commissioners of the County of Gunnison, and the Delta County Board of Health,** all of which statutory Counties are organized under and by virtue of the laws of the State of Colorado and may be collectively referred to herein as the "Counties", as follows:

WHEREAS, the Counties are authorized by C.R.S. § 29-1-201, *et seq.*, to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting parties, including the sharing of costs; and

WHEREAS, Delta County will act as the fiscal agent and receive monies from the State of Colorado to support the Women, Infants, and Children ("WIC") Program for Delta County; and

WHEREAS, Delta County will be the employer of the WIC Program Manger that will provide services to Delta County; and

WHEREAS, Gunnison County has provided the services of a WIC Register Dietician and High-Risk Counselor to the Delta County WIC Programs; and

WHEREAS, there is a new requirement for a WIC Director role to be licensed as a registered nurse (RN) or registered dietitian (RD) which Gunnison County could fulfill; and Counties believe that the program monies can be maximized and the services currently being provided made more effective and efficient if the Counties participate with one another to provide staffing support for the WIC Registered Dietician and High-Risk Counselor Roles across agencies; and

WHEREAS, the Colorado Department of Public Health and Environment provided Gunnison County funding to directly support staffing for collaboration and partnership between agencies for the Registered Dietician and High-Risk Counselor role and to explore what the WIC Director position could look like in a partnership; and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that the parties cooperate between themselves for the coordination of resources for the WIC Program; and

WHEREAS, the Counties have agreed that it is in the public interest of the citizens of the respective Counties to cooperate in this effort to aid in the support and benefit of each County's respective WIC Program.

NOW THEREFORE, in consideration of the mutual promises between the parties and other good and valuable consideration, the receipt and sufficiency of which each hereby acknowledges, the parties agree as follows:

1. Effective as of October 1, 2024, Gunnison County will provide one employee to perform the duties of the WIC High-Risk Counselor and work with the Counties to explore the WIC Director role. The employee shall be referred to as the "Registered Dietician." The Registered Dietician shall divide time, however, between the Counties according to the following schedule:

Delta County 4 hours/week

2. Gunnison County will manage the expenses for the Registered Dietician's time to provide services to the Counties as they receive additional partnership funding through the WIC Program. Gunnison County agrees to document hours spent at the respective counties and ensure the agreed-upon schedules are maintained. The three counties will periodically meet throughout the year for collaboration and to reconcile any overages of time if they occur.

3. Gunnison County agrees to Conduct regular programmatic evaluations and reviews to assess the effectiveness of the partnership and make any necessary adjustments for Delta County WIC staff specific to WIC program-related duties only. Delta County agrees to cooperate with Gunnison County in facilitating access to its WIC staff members and providing necessary support and resources to ensure the success of collaborative initiatives.

4. The Counties will work collaboratively to define the roles, responsibilities, and expectations of WIC staff as outlined in **Exhibit A**. Gunnison County will ensure that all program staff in Delta County WIC Programs adhere to relevant policies, procedures, and standards of service as outlined in the COWIC contract.

5. Any disciplinary issues that may arise regarding the WIC Program Managers's performance in any of the Counties shall be addressed according to the provisions of the Delta County Personnel Policy Manual. In that regard, the Director of Public Health for Delta County shall be the WIC Program Manger's supervisor and shall address all personnel issues with consultation from the Gunnison County Registered Dietician.

6. The term of this Agreement shall be for the period October 1, 2024, through and including September 30, 2025, unless earlier terminated as provided in Paragraph 9 below. This Agreement shall be subject to annual renewal, subject to the funding and terms of the Task Order renewal for each County with the Colorado Department of Public Health and Environment. In August of each year, the parties shall confer with one another to review the Registered Dietician agreement for the following year. Any other changes or modifications to the terms of this Agreement shall be in writing. Any such Renewal or Amended Agreement shall be subject to review and approval by the Board of each County.

7. Each County shall maintain its own separate case files, records and other documents required to be maintained according to any state or federal regulations for the administration of the WIC program. Each County shall remain the legal custodian of all such records and documents and shall remain a distinct entity for the purposes of any financial or other reporting requirements.

8. The WIC Registered Dietician & High-Risk Counselor shall be a Gunnison County employee for insurance coverage and supervision while providing WIC Program services on behalf of Delta County pursuant to this Agreement.

9. The term of this Agreement is through September 30, 2025, and may be renewed in annual one-year increments until 2029, subject to annual budget and appropriation requirements. Either County may terminate this Agreement by acting through its Board of County Commissioners. Termination shall be effective on the date specified in any termination notice, provided that a minimum of 90 days prior written notice is given to the other parties to this Agreement. If the agreement is terminated, all compensation earned prior to termination shall be paid to the Registered Dietician through Gunnison County's record-keeping protocol.

10. All notices required or permitted by any provisions of this Agreement shall be directed to Gunnison County at 220 N Spruce St, Gunnison, CO 81230; to Ouray County at P.O. Box C, Ouray CO 81427; and San Miguel County at P.O. Box 1170, Telluride, Colorado 81435. Any party may, at any time or from time to time, designate in writing a substitute address for that above set forth, and thereafter, notices shall be directed to such substitute address.

Any notice required hereunder shall be in writing and shall be given and be effective upon (1) delivery to any party hereto or (2) by mailing of such notice by first-class U.S. mail, addressed to any party at the address stated herein or (3) by sending it via facsimile to the number set forth herein.

11. This Agreement contains the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, that is not set forth in this writing. Except as otherwise provided herein, no subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties hereto.

12. The prevailing party, in any action to enforce the terms and conditions of this Agreement, shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, reasonable attorney's fees.

Board of County Commissioners of Gunnison County

Acting as the Board of Health

Attested by:

Holly Perry, Deputy County Clerk

Jonathan Houck, Chair

Date: _____

Delta County Board of Health Chair

Attested by:

Delta County Commissioner Mike Lane,
Board of Health Chairman

Date: November 13, 2024

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement, Inter-Agency Partners

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Ouray, San Miguel and Gunnison County Public Health Offices

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

Summary:

The attachments are an IGA and Letter of Intent for the Women, Infant and Children (WIC) partnership for FFY 2025. The scope of the work has not changed, rather Gunnison will now hold the funding for Susan Harrison's regionally shared position.

Fiscal Impact:

Submitted by: Brad Wheaton **Submitter's Email Address:** bradford.wheaton@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
Legally sufficient. SO 12/10/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/10/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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Agenda Date: 12/17/2024

Revised April 2015

Department of Public Health and Environment

Letter of Intent – WIC Partnership

Colorado WIC Program
Colorado Department of Public Health and Environment
Attention: Heidi Hoffman, COWIC Director
4300 Cherry Creek Drive South
Denver, Colorado 80246

Dear Director Hoffman:

We are writing to express our support for the partnership between San Miguel County, Ouray County, and Gunnison County for the purpose of sharing resources, creating greater capacity, maximizing budget efficiencies, and meeting service standards for the Colorado WIC Program.

Leadership and staff at these counties recognize the importance of providing high-quality services to WIC clients and believe that collaboration with other agencies can enhance our ability to meet the diverse needs of our community. Ouray County and San Miguel County already share some WIC resources, and Ouray County will continue to provide the role of WIC Program Educator, to be shared between Ouray and San Miguel Counties. All three counties are eager to develop an inter-agency partnership that will allow us to optimize our staffing and funding resources while maintaining the quality and efficiency of our services.
.
In support of the application for a contract to operate the Colorado WIC Program, the management/leadership of Gunnison, Ouray and San Miguel Counties submit this letter noting our intent to partner together for the provision of the following WIC services:

Specifically, Gunnison County will provide roles of Registered Dietician and WIC High-Risk Counselor to be shared across Agencies.

Our Partnership will involve:

1. Sharing the responsibilities of the WIC High-Risk Counselor and explore the WIC Director position among our organizations.
2. Establishing clear communication channels and collaboration mechanisms to ensure effective teamwork and coordination.
3. Conducting regular evaluations and reviews to assess the effectiveness of the partnership and make any necessary adjustments.
4. Defining specific operational roles and responsibilities through a Memorandum of Understanding to be approved by all three governing boards.

Department of Public Health and Environment

Letter of Intent – WIC Partnership

We understand that successful partnerships require careful planning and ongoing communication, and we are committed to working collaboratively with each county to ensure the success of this initiative. Within thirty (30) days after the execution of the FFY2025 COWIC contract, San Miguel County commits to submitting a fully-executed Memorandum of Understanding or similar agreement with all relevant partnership details.

Sincerely,

Kristin Kelley _____
Ouray County Public Health Director
970-325-4670 | kkelley@ourayco.gov

Grace Franklin _____
San Miguel County Public Health Director
970-708-8342 | gracef@sanmiguelcountyco.gov

Susan Harrison
WIC Dietitian _____
Gunnison County Health and Human Services
970-641-7911 | SHarrison@gunnisoncounty.org

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Comments:
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Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 12/17/2024

Revised April 2015

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INTER-AGENCY PARTNERSHIP FOR THE
WOMEN, INFANTS, AND CHILDREN PROGRAM

This Intergovernmental Agreement, Women, Infants, and Children Program, entered into and effective this 1st day of October 2024, hereinafter referred to as the "Agreement" or "IGA," is made and entered into by and between the **Board of County Commissioners of the County of Gunnison, Board of County Commissioners of the County of San Miguel**, and the **Board of County Commissioners of the County of Ouray, sitting as the Boards of Health for each respective county,** all of which statutory Counties are organized under and by virtue of the laws of the State of Colorado and may be collectively referred to herein as the "Counties", as follows:

WHEREAS, the Counties are authorized by C.R.S. § 29-1-201, *et seq.*, to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting Counties, including the sharing of costs; and

WHEREAS, San Miguel County will act as the fiscal agent and receive monies from the State of Colorado to support the Women, Infants, and Children ("WIC") Program for both San Miguel and Ouray Counties; and

WHEREAS, Ouray County will be the employer of the WIC Program Educator that will provide services to both San Miguel and Ouray Counties; and

WHEREAS, Gunnison County has provided the services of a WIC High-Risk Counselor to the San Miguel County and Ouray WIC Programs; there is an additional need for a WIC Director role to meet specific qualifications; and the Counties believe that the program monies can be maximized and the services currently being provided made more effective and efficient if the Counties participate with one another to provide staffing support for the WIC Director and High-Risk Counselor Roles across agencies; and

WHEREAS, the Colorado Department of Public Health and Environment provided Gunnison County funding to directly support staffing for collaboration and partnership between agencies for the WIC Director and High-Risk Counselor positions; and

WHEREAS, it is to the mutual advantage and benefit of the Counties hereto that the Counties cooperate between themselves for the coordination of resources for the WIC Program; and

WHEREAS, the Counties have agreed that it is in the public interest of the citizens of the respective Counties to cooperate in this effort to aid in the support and benefit of each County's respective WIC Program.

NOW THEREFORE, in consideration of the mutual promises between the Counties and other good and valuable consideration, the receipt and sufficiency of which each hereby acknowledges, the Counties agree as follows:

1. Effective as of October 1, 2024, Gunnison County will provide one employee to perform the duties of the WIC Director and WIC High-Risk Counselor, equivalent to an employee working about 6 hours per month or 72 hours annually. The employee shall be referred to as the "WIC Director." The WIC Director shall divide time, however, between the Counties according to the following schedule:

Ouray County	2 hours/month (24 hours annually)
San Miguel County	4 hours/month (48 hours annually)

2. Gunnison County will manage the expenses for the WIC Director's time to provide services to the Counties as they receive additional partnership funding through the WIC Program. Gunnison County agrees to document hours spent at the respective counties and ensure the agreed-upon schedules are maintained. The three counties will periodically meet throughout the year for collaboration and to reconcile any overages of time if they occur.

3. Gunnison County agrees to provide supervision and oversight for San Miguel and Ouray County WIC staff specific to WIC program-related duties only. San Miguel County and Ouray County agree to cooperate with Gunnison County in facilitating access to its WIC staff members and providing necessary support and resources to ensure the success of collaborative initiatives.

4. The Counties will work collaboratively to define the roles, responsibilities, and expectations of WIC staff as outlined in **Exhibit A**. Gunnison County will ensure that all program staff in San Miguel and Ouray Counties' WIC Programs adhere to relevant policies, procedures, and standards of service as outlined in the COWIC contract.

5. Any disciplinary issues that may arise regarding the WIC Program Educator's performance in any of the Counties shall be addressed according to the provisions of the Ouray County Personnel Policy Manual. In that regard, the Director of Public Health for Ouray County shall be the WIC Program Educator's supervisor, and the Director of Public Health for Ouray County shall address all personnel issues with consultation from the Gunnison County WIC Director and the Director of Public Health for San Miguel County.

6. The term of this Agreement shall be for the period October 1, 2024, through and including September 30, 2025, unless earlier terminated as provided in Paragraph 9 below. This Agreement shall be subject to annual renewal, subject to the funding and terms of the Task Order renewal for each County with the Colorado Department of Public Health and Environment. In August of each year, the Counties shall confer with one another to review the WIC Director agreement for the following year. Any other changes or modifications to the terms of this Agreement shall be in writing. Any such Renewal or Amended Agreement shall be subject to review and approval by the Board of each County.

7. Each County shall maintain its own separate case files, records and other documents required to be maintained according to any state or federal regulations for the administration of the WIC program. Each County shall remain the legal custodian of all such records and documents and shall remain a distinct entity for the purposes of any financial or other reporting requirements.

8. The WIC Program Director & High-Risk Counselor shall be a Gunnison County employee for insurance coverage and supervision while providing WIC Program services on behalf of San Miguel County and Ouray County pursuant to this Agreement.

   The WIC Program Educator shall be an Ouray County employee as outlined in the IGA for the shared WIC Educator position between San Miguel County and Ouray County, **Exhibit B**.

9. The term of this Agreement is through September 30, 2025, and may be renewed in annual one-year increments until 2029, subject to annual budget and appropriation requirements. A County may terminate this Agreement by acting through its Board of County Commissioners. Termination shall be effective on the date specified in any termination notice, provided that a minimum of 90 days prior written notice is given to the other Counties to this Agreement. If the agreement is terminated, all compensation earned prior to termination shall be paid to the WIC Director through Gunnison County's record-keeping protocol.

10. All notices required or permitted by any provisions of this Agreement shall be directed to Gunnison County at 220 N Spruce St, Gunnison, CO 81230; to Ouray County at P.O. Box C, Ouray CO 81427; and San Miguel County at P.O. Box 1170, Telluride, Colorado 81435. Any party may, at any time or from time to time, designate in writing a substitute address for that above set forth, and thereafter, notices shall be directed to such substitute address.

    Any notice required hereunder shall be in writing and shall be given and be effective upon (1) delivery to any party hereto or (2) by mailing of such notice by first-class U.S. mail, addressed to any party at the address stated herein or (3) by sending it via electronic mail or facsimile to the number set forth herein.

11. This Agreement contains the entire understanding and agreement of the Counties upon the subject matter hereof. There is no agreement, oral or otherwise, that is not set forth in this writing. Except as otherwise provided herein, no subsequent change or addition to this Agreement shall be binding unless in writing and signed by the Counties hereto.

12. No term or condition of this Agreement shall be construed or interpreted as a waiver of any of the immunities, rights, benefits, protections, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as may be amended. There is no intent by the Counties to waive or restrict governmental immunity.

13. This Agreement shall be applied and interpreted under Colorado law. The mandatory venue for any legal action shall be the Seventh Judicial District, State of Colorado, and both Counties shall be responsible for their own attorneys' fees and costs.

14. Pursuant to Colorado Constitution Article XI, Sections 1 and 2 and Article X, section 20, neither County shall indemnify or hold harmless the other.

15. To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. § 24-72-201, et seq., C.R.S.

Board of County Commissioners of Gunnison County Acting as the Board of Health

Attested by:

Holly Perry, Deputy County Clerk

Jonathan Houck, Chair

Date: _____

Board of County Commissioners of San Miguel County Acting as the Board of Health

Attested by:

Carmen Warfield
San Miguel County Deputy Clerk of the Board

Lance Waring, Chair

Date: December18, 2024

Board of County Commissioners of County Acting as the Board of Health

Attested by:

Cristy Lynn, Ouray County Clerk
By: Josef Mayfield, Deputy Clerk of the Board Ouray County

Michelle Nauer, Chair

Date: _____

Exhibit A
Partnership Responsibilities

Section 1 - Roles of the Regional WIC Local Agency Director

The Regional Local Agency WIC Director provides Director-level qualifications and duties for more than one COWIC Agency. The Director fulfills the duties as described in the Local Staffing policy. Duties covered by the partnering Agency(ies) will be listed separately under Section 2.

Communication Methods:

- Phone and Email: preferred and primary method of communication for regular correspondence between WIC staff.
- Tele-conference (Zoom, Teams, Google Meet): These options will be utilized as needed for meetings or discussions that require visual or interactive elements.
- In-person: While limited, face-to-face meetings will be planned on an as-needed basis.

On Going Duties:

Communication

- Communicate with the local Public Health Director and/or assigned designee of the partnering agency(ies).
- Collaboration with the local agency leadership and WIC staff.

Providing Oversight, Direction, and Support Systems for the following:

- Pump Loan Program
- BFPC Program.
- LARC duties (local agency will continue to complete the retail monitoring visits).
- Maintenance or replacement of equipment (annual scale calibration will continue to be paid for by the appropriate Agency).
- WIC Referral System.
- Administrative sections in Compass (i.e., Scheduler, Staff Training documentation, outreach and referral resources, local pamphlets, master schedule, etc.) and updates as needed.
- Review charts annually for the Program staff person(s) and at least one observation for performance review purposes.
- Provide a written summary of the job performance of WIC staff member(s) to partnering agency prior to the staff member's annual review, ensuring a comprehensive evaluation process.
- Supervising their employee as the WIC staff person(s), ensuring the integration of the WIC job performance summary into the annual review process, and following through with the yearly review.
- Support WIC staff in for interruption to services and determine a back up plan to serve clients in staff's absence.

Coordinating the following:

- WIC staff meetings and in-services; minimum quarterly meetings.
- State office monitoring visits.

Managing the following:

- Monitoring caseload and staffing ratios
- Work with agencies on outreach and partnerships; conduct outreach activities and maintain a current referral list.
- New Employee Training.
- Ongoing employee performance (documented observations and record reviews) and training.
- Staff policy/procedure updates.
- State-wide Support as needed.
- Nutrition Education Plan.
- Specialty formula ordering.

Ensuring the following:

- Medicaid and substance abuse programs are provided as required referrals.
- Timely follow-up on State-identified Separation of Duties/Program Integrity reports.
- Participant feedback is addressed in a timely and appropriate manner.
- Communicate state office policy and procedure changes/updates to all WIC employees.
- Attendance at CLWDA Calls, COWIC Check-in, and other pertinent State Office Calls/Training.
- Performance concerns with staff are documented and communicated with the partnering local agency, as agreed upon.
- Equipment inspection and calibration is completed.
- Time study submission.

Daily Duties:

- Communicate with staff as needed.
- Counsel high-risk participants as needed.
- Cover or arrange coverage or rescheduling for absences to maintain client services.

Weekly Duties:

- Oversee clinic schedules (work with the agency on scheduling), including downtime/white space duties.
- Attend COWIC Check-in Calls (every other week or as scheduled) and share relevant information with staff.
- Attend CLWDA Calls (every other week or as scheduled).

Monthly

- Order special formula from Ward Road (coordinate with local agency and State office).
- Run/evaluate/follow up on the WIC reports.

Annually

- Completion and submission of annual local agency Nutrition Education Plan and Evaluation.
- Ensure two nutrition education related trainings per year for all WIC staff.
- Ensure annual WIC Civil Rights Training for all WIC staff.
- Provide feedback for the local agency for employee evaluations as arranged. Non-performance of WIC duties or issues of noncompliance with WIC policies and procedures will be reported to State designee and Local Agency designee.

Section 2 - Roles of the Partnering Agency or Agencies

Manage the following:

- Budget and contract with the State office.
- Fiscal requirements (including fiscal site visits) and monthly invoicing.
- All human resource activities – vacation and leave requests, sick call-ins, hiring, disciplinary, performance evaluation. *Note: WIC Director must be notified of sick leave and leave requests so adequate clinic operations can be maintained.*
- Computer inventory records.
- Records retention practices.
- Security and ordering of EBT cards.
- Data security.
- Address participant feedback regarding local agency and/or employee concerns in a timely and appropriate manner (communicate as appropriate).
- Completion of quarterly time studies.
- Designating a leadership staff person to be the point of contact for WIC Director.
- Communication with WIC Director, specific to the duties outlined in Section 1.
- Ensuring compliance with all contract deliverables and service standards.
- Including WIC Director in the selection and hiring process of WIC staff.
- Providing feedback to the WIC Director's Agency for performance evaluations, as requested.
- Reporting of non-performance or poor compliance of WIC duties/ issues to State designee and the Agency providing services.
- Collaborate with the GCDHHS WIC Director to establish and implement performance corrective action steps as necessary.
- Both Parties shall be responsible for their referral management and all other Program service standards unless otherwise noted in this Agreement.
- Engage in collaborative efforts with counterparts to synchronize supervision strategies, fostering alignment with COWIC service standards and policies. This Partnership entails ongoing communication and leadership engagement between the agencies.

Exhibit B

INTERGOVERNMENTAL AGREEMENT
WOMEN, INFANTS AND CHILDREN PROGRAM

This Intergovernmental Agreement, Women, Infants and Children Program, entered into and effective this 1st day of January, 2025, hereinafter referred to as the "Agreement" or "IGA" is made and entered into by and between the **Board of County Commissioners of the County of Ouray,** and the **Board of County Commissioners of the County of San Miguel**, **sitting as the Boards of Health for each respective county,** all of which statutory Counties are organized under and by virtue of the laws of the State of Colorado and may be collectively referred to herein as the "Counties", as follows:

WHEREAS, the Counties are authorized by C.R.S. § 29-1-201, *et seq.*, to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting parties, including the sharing of costs; and

WHEREAS, San Miguel County will act as the fiscal agent and receives monies from the State of Colorado to support the Women, Infants and Children ("WIC") Program for both San Miguel and Ouray Counties; and

WHEREAS, Ouray County will be the employer of the WIC Program Educator that will provide services to both San Miguel and Ouray Counties; and

WHEREAS, each County has been utilizing the services of a WIC Program Educator for the provision of services for their individual WIC Programs and the Counties believe that the program monies can be maximized and the services currently being provided made more effective and efficient if the Counties participate with one another to provide certain benefits to the WIC Program Educator; and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that the parties cooperate between themselves for coordination of resources for the WIC Program; and

WHEREAS, the Counties have agreed that it is in the public interest of the citizens of the respective Counties to cooperate in this effort to aid in the support and benefit of each County's respective WIC Program.

NOW THEREFORE, in consideration of the mutual promises between the parties, and other good and valuable consideration, the receipt and sufficiency of which each hereby acknowledges the parties agree as follows:

1. Effective as of January 1, 2025, Ouray County will provide one employee sharing the duties of the WIC Program Educator, equivalent to an employee working (30) hours per week. The employee shall be referred to as the "WIC Program Educator." The WIC Program Educator shall divide time; however, between the Counties according to the following schedule:

Ouray County	13.00 hours/week
San Miguel County	17.00 hours/week

2. The parties agree that the hourly rate paid to the WIC Program Educator shall be as set forth on the schedule attached hereto and incorporated herein by this reference as Exhibit "A" for the 2025 calendar year. The Counties understand and agree that the hourly rate recognizes the total cost of the employee benefits to be paid to the WIC Program Educator by Ouray County, pursuant to the Ouray County Personnel Manual and each County understands that such amount will be over and above the annual amounts paid by the State of Colorado. The Counties recognize and agree that such amounts may be subject to annual increases or decreases to the employee's salary and other employee benefits.

3. San Miguel County agrees that on or before the 15th day of each month, beginning February 2025, it shall transmit payment to Ouray County for reimbursement of the time spent by the WIC Program Educator in both San Miguel County and Ouray County including travel to and

from San Miguel and Ouray Counties. The payments made by San Miguel County to Ouray County shall be determined based upon the hourly rates as set forth on the attached Exhibit "A" and monthly time logs presented to San Miguel County by the WIC Program Educator. Generally, it is anticipated that the monthly payment for both San Miguel and Ouray County in total shall be in the amount of $7,009.04 based upon the annual hours agreed upon in both the Agreement and Exhibit "A".

4. Each County shall be responsible for directing and supervising the WIC Program Educator's work in their respective County according to the Task Order for the County's WIC Program. Additionally, each County shall be responsible for covering any expenditures for training, supplies, materials or reimbursements to the WIC Program Educator for services rendered in each County. In addition, San Miguel County shall reimburse Ouray County for mileage expenses for the WIC Program Educator's travel to and from locations in San Miguel County.

5. Any disciplinary issues that may arise regarding the WIC Program Educator's performance in any of the Counties shall be addressed according to the provisions of the Ouray County Personnel Policy Manual. In that regard, the Director of Public Health for Ouray County shall be the WIC Program Educator's supervisor, and the Director of Public Health for Ouray County shall address all personnel issues.

6. The term of this Agreement shall be for the period January 1, 2025, through and including December 31, 2025, unless earlier terminated as provided in Paragraph 9 below. This Agreement shall be subject to annual renewal, subject to the funding and terms of the Task Order renewal for each County with the Colorado Department of Public Health and Environment. In September of each year, the parties shall confer with one another to review the WIC Program Educator agreement for the next year. Any other changes or modifications to the terms of this Agreement shall be in writing. Any such Renewal or Amended Agreement shall be subject to review and approval by the Board of each County.

7. Each County shall maintain its own separate case files, records and other documents required to be maintained according to any state or federal regulations for the administration of the WIC program. Each County shall remain the legal custodian of all such records and documents and shall remain a distinct entity for the purposes of any financial or other reporting requirements.

8. Each County shall be responsible for maintaining liability insurance coverage for the activities of the WIC Program Educator on behalf of each County's WIC program in accordance with the liability limits specified in the Colorado Governmental Immunity Act. The WIC Program Educator shall be an Ouray County employee for purposes of worker's compensation insurance coverage while providing WIC Program services on behalf of San Miguel County pursuant to this Agreement.

9. The term of this Agreement is through December 31, 2025, and may be renewed annually by written agreement of the Counties, subject to annual budget and appropriation requirements. Either County, acting through its Board of County Commissioners, may terminate this Agreement. Termination shall be effective on the date specified in any termination notice, provided that a minimum of 90 days prior written notice is given to the other parties to this Agreement. If the agreement is terminated, all compensation that has been earned prior to termination shall be paid to the WIC Program Educator and each County shall be responsible for paying its portion of such compensation.

10. All notices required or permitted by any provisions of this Agreement shall be directed to Ouray County at P.O. Box C, Ouray, Colorado 81427; to San Miguel County at P.O. Box 1170, Telluride, Colorado 81435. Any party may, at any time or from time to time, designate in writing a substitute address for that above set forth, and thereafter notices shall be directed to such substitute address.

Any notice required hereunder shall be in writing and shall be given and be effective upon (1) delivery to any party hereto; or (2) by mailing of such notice by first-class U.S. mail, addressed to any party at the address stated herein; or (3) by sending it via facsimile to the number set forth herein.

11. This Agreement contains the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, that is not set forth in this writing. Except as otherwise provided herein, no subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties hereto.
12. The prevailing party in any action to enforce the terms and conditions of this Agreement shall collect all reasonable costs and expenses incurred in such action including, but not limited to, reasonable attorney's fees.

Attested by:

Board of County Commissioners of Ouray County Acting as the Board of Health

_____ _____

Cristy Lynn, Ouray County Clerk
By: Josef Mayfield, Deputy Clerk of the Board

Michelle Nauer, Chair

Date: _____

Attested by:

Board of County Commissioners of San Miguel County Acting as the Board of Health

_____ _____

San Miguel County Deputy Clerk of the Board

Chair

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Clinical Services and Parenting Programs Presentat

Action Requested: Other Presentation

Parties to the Agreement:

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

Summary:

Clinical Services and Parenting Program presentation

Fiscal Impact:

Submitted by: Shonna Gray **Submitter's Email Address:** sgray@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

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

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 12/17/2024

Revised April 2015

Clinical Services and Parenting Programs

Shonna Gray
Clinical Services Manager
Gunnison County Health and Human Services

Clinical Services

- Immunization Services
- Family Planning (Title X)
- Women’s Wellness Connection
- Communicable Disease
- Harm Reduction/Substance Use Prevention
- Childcare Health Consultation

Immunization Services

- Regularly schedule clinic visits on Mondays from 9-4
- YTD 2024: 1,154 immunizations have been administered
- Ability to provide Immunization services regardless of payment type/Insurance
- Ability to provide immunizations from 2 months of age and up

Family Planning (Title X) and Women's Wellness Clinic

- Two part-time NPs, 1 RN, 1 MA
- Regularly scheduled clinic times on Monday and Wednesday 9-4
- Ability to provide services regardless of insurance status
- 2024 YTD Patients Served: 621
- Services Provided:
  - Robust birth control options and counseling, STI testing & treatment (including treatment for chronic STIs), community outreach, cancer screening, colposcopy (biopsy for further cervical cancer screening), pregnancy options counseling and referrals

- Monitoring for outbreaks & Investigating when certain diseases are reported
- TB screening and treatment
- Animal Bites
- Childcare Health Consulting

Communicable Disease

Harm Reduction and Substance Use Prevention

- Building a symbiotic relationship between healthcare providers and community stakeholders for all aspects of harm reduction and substance use prevention through provider and patient education, streamlining referral sources, and strengthening resources currently in our community while assessing the need for other opportunities for new collaborations.

Parenting Programs

Parents As Teachers

- Back in Gunnison since July 2023
- Home Visiting Program serving families with children 0-5
- No restrictions on who can qualify
- Families are enrolled for 2 years
- Currently serving 9 families (8 are Spanish-speaking only)

Child Maltreatment Prevention Plan

- Parent Education
  - Guiding Good Choices
  - Monthly Parent Education opportunities
- Enhancing Parent support groups and strengthening parent coaching
- Support parents' ability to have child-care support year-round

Thank you

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Vital Records Review

Action Requested: Discussion

Parties to the Agreement: Health and Human Services Vital Records Department

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

Summary:

For 5 minute discussion- Please add to packet

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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

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

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/17/2024

Revised April 2015

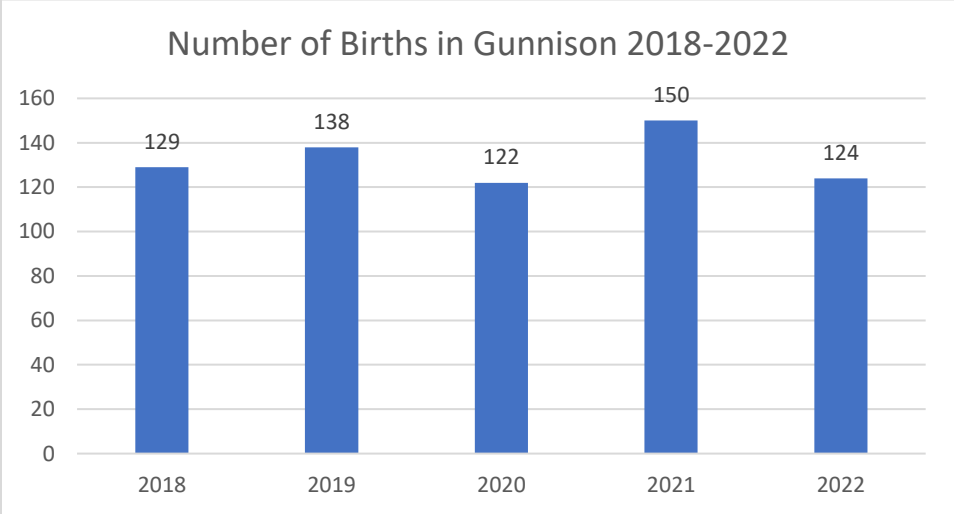
GUNNISON COUNTY
HEALTH & HUMAN SERVICES

Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

Gunnison County Data 2018-2022

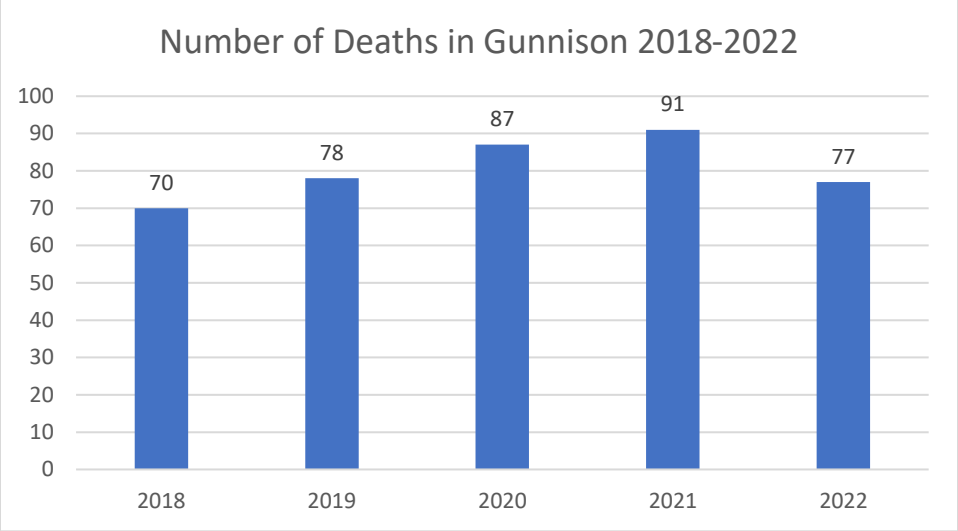
Average Number of Births in Gunnison from 2018-2022

132.6



Average Number of Deaths in Gunnison from 2018-2022

80.6



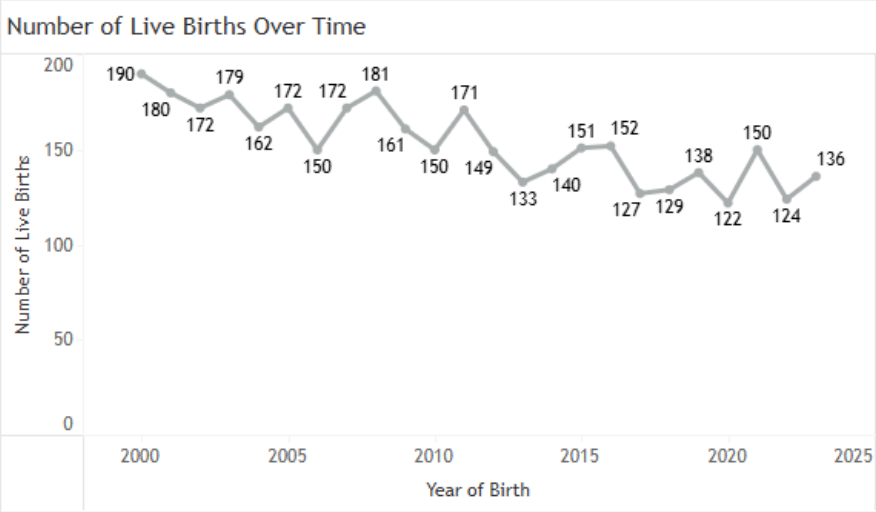
GUNNISON COUNTY
HEALTH & HUMAN SERVICES

Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

Gunnison County Data 2023

Total Number of Live Births:

136

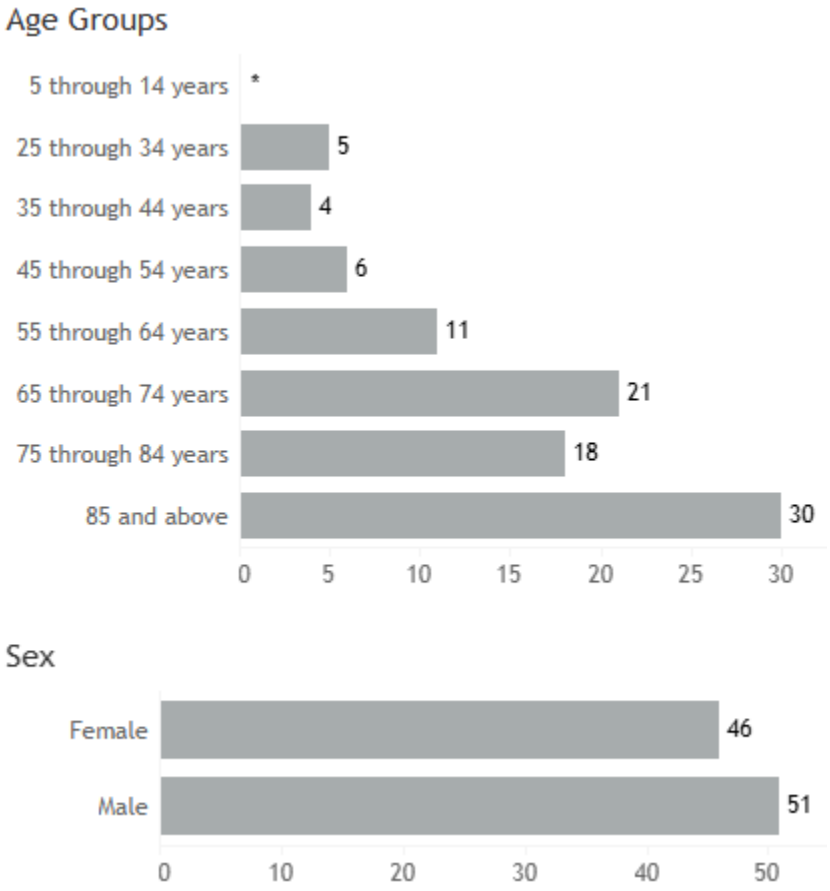


GUNNISON COUNTY
HEALTH & HUMAN SERVICES

Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

Gunnison County Data 2023

Total Number of Deaths
97



* Indicates Inconclusive or Zero Data Collected

All data compiled from the following sources: The Center for Health and Environmental Data (https://cdphe.colorado.gov/center-for-health-and-environmental-data), The Colorado Health Information Dataset (CoHID) (https://cdphe.colorado.gov/cohid), and Gunnison County Vital Records data for 2024.

GUNNISON COUNTY

HEALTH & HUMAN SERVICES

Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for December 17, 2024
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(REMOTE OPTION BELOW)

10:35 am

- Call to Order; Agenda Review
- Minutes Approval
  1. October 15, 2024
- Memorandum of Understanding; Prowers County; Hotline County Connection Center; 1/1/2025 to 12/31/2025
- 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://gunnisoncounty-org.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 HS Minutes; 10/15/2024

Action Requested:

Parties to the Agreement:

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

Summary:

DRAFT HS Minutes; 10/15/2024

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\Hperry Discharge Date: 12/16/2024

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

Agenda Date: 12/17/2024

Revised April 2015

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
October 15, 2024

The October 15, 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
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 8:51 am.

AGENDA REVIEW: There were no changes to the agenda.

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

1. August 20, 2024 Regular Meeting

CONTRACT AMENDMENT #4; CONTRACT NO 2021CMIP028; HINSDALE COUNTY; 7/1/2020 TO 6/30/2025; $7,097.62

ACM Reynolds noted this contract is Hinsdale County specific, although one was also issued to Gunnison County. She stated this is an incentive funding for meeting certain metrics with the State that they have consistently met before. This is the fifth year of this contract. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to authorize the contract amendment and the Chair's signature on the document. Assistant County Attorney Sammy Obaid commented that the State contracts cannot be changed, and he wanted the Board to be aware of the indemnification provision. There was a brief discussion, and it was determined to move forward. Motion carried unanimously.

FINANCIAL UPDATES:

1. Financial Report Ending 8/31/2024 – Senior Operations Accountant Lupita Halligan explained her report which included three programs that are over budget and one being close to budget. She briefly discussed the reasonings to these occurrences but then noted that Gunnison and Hinsdale Counties are both on track with Gunnison being at 64% of budget and Hinsdale being at 63% with the expectation being 67% of budget.
   Commissioner Smith commented on the Child Welfare Allocation Committee and asked how the Counties are doing on a larger picture in that perspective. ACM Reynolds replied they are on track, but if the Temporary Assistance for Needy Families (TANF) reserves decrease, it could pose a challenge. Commissioner Puckett Daniels inquired about the $1.6 Million in food benefits to which ACM Reynolds replied that is a pretty standard amount and it was tripled during COVID. Commissioner Levine asked if Hinsdale County residents can access the food pantry in Gunnison and ACM Reynolds confirmed that they can. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to accept the financials as presented this morning and authorize the Chair's signature. Motion carried unanimously.

NEXT MEETING: The next meeting was scheduled for December 17, 2024.

ADJOURN: Commissioner Houck adjourned the meeting at 9:08 am.

Minutes Prepared By:

_____
Holly Perry, Clerk to the Board

Minutes Approved (insert date):

_____
Jonathan Houck, Chairperson

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; Prowers County; Hotline County Connection Center; 1/1/2025 to 12/31/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Prowers County

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

Summary:

Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Gunnison-Hinsdale Board of Human Services ("Call Coverage Services"). Prowers County will perform the tasks

Fiscal Impact: 375.00

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/16/2024

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

Comments:
Legally sufficient. SO 12/16/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/16/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\Hperry Discharge Date: 12/16/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 12/17/2024

Revised April 2015

MEMORANDUM OF UNDERSTANDING
Between
GUNNISON-HINSDALE BOARD OF HUMAN SERVICES
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County'), and Gunnison-Hinsdale Board of Human Services, Colorado ("Gunnison-Hinsdale Board of Human Services") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Gunnison-Hinsdale Board of Human Services shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Gunnison-Hinsdale Board of Human Services, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Gunnison-Hinsdale Board of Human Services, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Gunnison-Hinsdale Board of Human Services ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Gunnison-Hinsdale Board of Human Services will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Gunnison-Hinsdale Board of Human Services can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1, 2025 for the period of 12 months, ending December 31, 2025.
   b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
   a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
   b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
   a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 "Other CW" calls will equal 1 report.

a. Projected numbers of Program Area 5, Program Area 4, Institutional, "Other CW", and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Gunnison-Hinsdale Board of Human Services is allocated 4 free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Gunnison-Hinsdale Board of Human Services, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Gunnison-Hinsdale Board of Human Services will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Gunnison-Hinsdale Board of Human Services may request. Gunnison-Hinsdale Board of Human Services will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Gunnison-Hinsdale Board of Human Services per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2025 – Dec 2025	55
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	55
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	7
Rate per Report	$ 25.00
Estimated Investment for C/W Reports	$ 175.00
Estimated number of APS reports Jan 2025 – Dec 2025	8
Rate per APS Report	$ 25.00
Estimated Investment for APS reports	$ 200.00
Total Investment for Call Coverage services	$ 375.00

6. Gunnison-Hinsdale Board of Human Services will be billed quarterly for actual number of reports taken, less the allotted reports 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN GUNNISON-HINSDALE BOARD OF HUMAN SERVICES AND PROWERS COUNTY HCCC:

1. Both Prowers County and Gunnison-Hinsdale Board of Human Services acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Gunnison-Hinsdale Board of Human Services.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for Gunnison-Hinsdale Board of Human Services. After-Hours is defined as any time outside of normal business operating hours, including week-ends and holidays.

2. All next step decisions regarding Hotline call records will be left to the discretion of Gunnison-Hinsdale Board of Human Services. Gunnison-Hinsdale Board of Human Services will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Gunnison-Hinsdale Board of Human Services' Trails Inbox. HCCC will notify Gunnison-Hinsdale Board of Human Services of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Gunnison-Hinsdale Board of Human Services to check the pending queue and manage the final disposition of all records.
   a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Gunnison-Hinsdale Board of Human Services.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Gunnison-Hinsdale Board of Human Services while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Gunnison-Hinsdale Board of Human Services' Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Gunnison-Hinsdale Board of Human Services to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Gunnison-Hinsdale Board of Human Services main Department of Human Services number. Gunnison-Hinsdale Board of Human Services can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Gunnison-Hinsdale Board of Human Services, HCCC will transfer the call to an Gunnison-Hinsdale Board of Human Services on-call designee. If the Gunnison-Hinsdale Board of Human Services on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Gunnison-Hinsdale Board of Human Services will confirm receipt and update in the THA.
   a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
   b. Notification to Gunnison-Hinsdale Board of Human Services that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIILITIES OF GUNNISON-HINSDALE BOARD OF HUMAN SERVICES

1. Gunnison-Hinsdale Board of Human Services will provide an updated list of on-call Gunnison-Hinsdale Board of Human Services employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is the Gunnison-Hinsdale Board of Human Services' responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Gunnison-Hinsdale Board of Human Services will notify the HCCC of any special circumstances where Gunnison-Hinsdale Board of Human Services staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Gunnison-Hinsdale Board of Human Services should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Gunnison-Hinsdale Board of Human Services.

GENERAL PROVISIONS

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2025 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2026 providing for payment of such obligations. Gunnison-Hinsdale Board of Human Services shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

State Confirmation

Date: _____

Signed: _____

Name: _____

Title: _____

Entity: _____