GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, September 2, 2025**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY BOARD OF EQUALIZATION MEETING:

8:30 am

- Call to Order
- Minutes Approval
  1. August 26, 2025 Special Meeting
- 2025 Assessor's Report to the CBOE
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:40 am

- Call to Order; Agenda Review
- Minutes Approval
  1. August 19, 2025 Regular Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; National Park Service (NPS) Regular; Remainder of Term ending 2/1/2026; Brinnen Carter
  2. Professional Services Agreement; Gunny Bear Ventures, Inc. dba Alpine Landscapes; Facilities; 9/2/2025 to 12/31/2025; $168,000
  3. Acknowledgment of County Manager's Signature; Contract Amendment #2; 24 IHFA 183061; Parent Possible TGYS-PAT Site; Health and Human Services; 7/1/2025 to 6/30/2026; $27,500
  4. Professional Services Agreement; DeLoera Cleaning LLC; Health and Human Services Building; Facilities; 8/19/2025 to 7/30/2027; $30,000
  5. Professional Services Agreement; Jackalope Services, LLC; Blackstock Building; Facilities; 8/19/2025 to 7/30/2027; $52,050
  6. Professional Services Agreement; T&A Enterprises; Courthouse; Facilities; 8/19/2025 to 7/30/2027; $73,200
  7. Professional Services Agreement; T&A Enterprises; Public Safety Center Building; Facilities; 8/19/2025 to 7/30/2027; $16,200
  8. Professional Services Agreement; T&A Enterprises; Public Works Building; Facilities; 8/19/2025 to 7/30/2027; $16,200
  9. Professional Services Agreement; Abby Johnson; Juvenile Services; 9/1/2025 to 8/30/2026; $4,200
  10. Grant Application; Office of Public Health Partnership Preventative Block Grant; Health and Human Services; $50,000
  11. Challenge Cost Share Agreement between Gunnison, County of and the USDA, Forest Service White River National Forest; FS Agreement No. 25-CS-11021500-040; Communications and Economic Development

8:45 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2024; R074108; Parcel No. 3787-034-00-067; East & West Tracts, Stone Minor Subdivision; David Kinard

9:00 am

- June 2025 Sales and Local Marketing Tax
- 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 COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

9:30 am

- Roads and Bridge Standards Discussion (cont'd)

- 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 CBOE Minutes; 8/26/25

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Draft CBOE Minutes; 8/26/25

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\MSchmidt Discharge Date: 8/27/2025

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

Agenda Date: 9/2/2025

Revised April 2015

GUNNISON COUNTY BOARD OF EQUALIZATION
SPECIAL MEETING MINUTES
August 26, 2025

The August 26, 2025 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:

Laura Puckett Daniels, Chairperson
Elizabeth Smith, Vice-Chairperson
Jonathan Houck, Commissioner
Sammy Obaid, Assistant County Attorney
Martin Schmidt, Assistant County Manager (ACM) for Public Works
Holly Perry, Clerk to the Board
Other Persons Present as Listed in Text

GUNNISON COUNTY BOARD OF EQUALIZATION SPECIAL MEETING:

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

APPEAL; SENIOR PROPERTY TAX EXEMPTION; CBOE# SR01; R003777; H. KAHANEK: Deputy Assessor Vicki Hildreth was present for discussion. The petitioner was not present.

1. Staff Presentation. Deputy Assessor Hildreth explained that there are criteria that must be met to qualify for the exemption and that the ten-year residency was not met for Mr. Kahanek. According to the voter registration, he was registered in Gunnison County in October of 2015 and he must be a resident for 10 years beginning January 1, 2015 to qualify. Deputy Assessor Hildreth then stated she ensured the petitioner that their 2015 tax returns were taken into consideration during a previous phone call. Lastly, she confirmed with the Colorado Division of Property Taxation that the voter registration is considered primary residency if registered.

2. Board Questions. Commissioner Puckett Daniels confirmed that due to the stipulation that it must be beginning January 1, 2015 and thus he would qualify next year for the exemption. Commissioner Smith then confirmed that voter registration superseded all other qualifications, if they are registered. Commissioner Houck stated that their job is to make sure the statutes are followed, and the actions are reflective of the decision.

Moved by Commissioner Smith, seconded by Commissioner Houck to deny the senior property tax exemption for H. Kahanek as presented in the portfolio today. Commissioner Houck reiterated that if everything stays consistent, the exemption would be granted next year. Motion carried unanimously.

APPEAL; SENIOR PROPERTY TAX EXEMPTION; CBOE# SR02; R003882; C. NIESMAN: Deputy Assessor Vicki Hildreth and petitioner Carolyn Niesman were present for discussion.

1. Staff Presentation. Deputy Assessor Hildreth explained the criteria that must be met for this exemption including residency for ten consecutive years. She explained Ms. Niesman was denied due to this requirement as Ms. Niesman changed her voter registration in May of 2015. Deputy Assessor Hildreth and Commissioner Puckett Daniels confirmed that if the resident is registered to vote, that is considered their primary residency.

2. Applicant Presentation. Ms. Niesman asked where it states that voter registration is considered the primary residency and then stated that she did move to her current residence in April 2014 and has filed property taxes in Colorado since. She expressed frustration on how the voter registration supersedes all other evidence.

3. Board Questions. Commissioner Puckett Daniels thanked Ms. Niesman for her perspective and information and apologized for her frustration. She then read from the application that states that voter registration is considered primary residency. Commissioner Smith relayed this barrier, which prevents people from accessing the resource is one that they have spoken with state legislators and the General Assembly about and then encouraged Ms. Niesman to speak to her State Representatives and State Senators regarding this as well. Commissioner Houck reiterated the laws and said that her frustrations are valid.

Moved by Commissioner Smith, seconded by Commissioner Houck to deny the appeal for the senior property tax exemption for CBOE R003882 for last name Niesman as presented in the packet. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Board of Equalization at 9:04 am.

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2025 Assessor's Report to the CBOE

Action Requested: Other Assessor's Report to the CBOE

Parties to the Agreement:

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

Summary:

The Assessor will report to the CBOE the county's total taxable assessed value for 2025, a summary of 2025 appeals, and a list of those who failed to return personal property schedules.

Fiscal Impact:

Submitted by: Alexandra Cohen **Submitter's Email Address:** acohen@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\MSchmidt Discharge Date: 8/27/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 9/2/2025

Revised April 2015

GUNNISON COUNTY
ASSESSOR'S OFFICE

Alexandra Cohen, Gunnison County Assessor
221 N Wisconsin St, Ste A, Gunnison, CO 81230
Phone: (970) 641-1085
assessor@gunnisoncounty.org

September 2, 2025

Gunnison County Board of Equalization
200 E. Virginia Ave.
Gunnison, CO 81230

Board Members,

I hereby submit the following report for the Real and Personal Property 2025 appeal period:

The numbers are as follows:	Real	Adjusted	=	192
		Denied	=	417
		Total	**=**	**609**
	Personal	Adjusted	=	14
		Denied	=	0
		Total	**=**	**14**

An abstract of the ***approximate*** assessed value for Gunnison County is as follows:

$ 1,142,942,000. Real property local government assessed value (including State Assessed)
$ 63,611,000. Personal property local government assessed value (including State Assessed)

$ 1,206,553,000. Total approximate local government assessed value

Sincerely,

Alexandra Cohen

Alexandra Cohen
Gunnison County Assessor

APPEAL NO	ACCOUNT NO	OWNER NAME	APPEAL DECISION	NOV VALUE	NOD VALUE	CHANGE
202500442	R031797	1000 NMS LLC	Deny	$2,659,880	$2,659,880	$0
202500099	R043222	105 BEAR SCRATCH LLC	Adjust	$8,439,830	$7,279,660	-$1,160,170
202500543	R043246	16 CLUB COTTAGE LLC	Adjust	$2,177,580	$1,817,740	-$359,840
202500441	R032144	195 SILVER SAGE LLC	Deny	$4,067,100	$4,067,100	$0
202500465	R013333	222 LOWER HIGHLANDS LLC	Adjust	$2,312,760	$2,084,950	-$227,810
202500210	R030214	30 SUMMIT LLC	Adjust	$701,040	$584,200	-$116,840
202500362	R044080	319 LARKSPUR LLC	Adjust	$2,410,190	$2,092,020	-$318,170
202500111	R040139	401 TRAIL LLC	Deny	$2,460,080	$2,460,080	$0
202500502	R073263	511 TEOCALLI LLC	Deny	$5,222,010	$5,222,010	$0
202500453	R011517	540 CEBOLLA LLC	Deny	$520,000	$520,000	$0
202500123	R030969	7 PEAKVIEW LLC	Deny	$2,488,770	$2,488,770	$0
202500078	R074815	ADAGIO PROPERTIES LLC	Adjust	$181,030	$4,600	-$176,430
202500297	R045223	ADAMS JOY E	Adjust	$456,650	$433,820	-$22,830
202500253	R041418	ADAMS PAUL H	Deny	$1,507,080	$1,507,080	$0
202500134	R003963	AHLSTROM DIANE MARIE	Adjust	$52,260	$20,830	-$31,430
202500522	R031817	ALJETS CODIE	Deny	$701,500	$701,500	$0
202500537	R042517	ALLEN SCOTT	Adjust	$679,250	$529,820	-$149,430
202500214	R008138	ALLEN TIMOTHY TRUST	Deny	$1,438,860	$1,438,860	$0
202500332	R040117	ALTOMARI CHRISTOPHER M	Deny	$1,689,860	$1,689,860	$0
202500025	R013678	ANDERSON ROBERT J	Deny	$34,420	$34,420	$0
202500026	R033428	ANDERSON ROBERT J	Deny	$73,070	$73,070	$0
202500561	R025333	ANTHONY INVESTMENTS LIMITED PARTNERSHIP	Deny	$822,770	$822,770	$0
202500316	R031162	APSEY CARA	Deny	$1,142,160	$1,142,160	$0
202500221	R073440	APT GUNNISON LLC	Deny	$3,678,870	$3,678,870	$0
202500222	R073384	APT GUNNISON LLC	Deny	$9,157,500	$9,157,500	$0
202500088	R015111	ARBANEY MICHAEL E	Deny	$229,640	$229,640	$0
202500089	R003611	ARBANEY MICHAEL E	Adjust	$265,960	$212,770	-$53,190
202500160	R043127	ASPENRIDGE 5 LLC	Deny	$1,216,800	$1,216,800	$0
202500174	R017637	AVERY CAROLYN M	Adjust	$342,990	$325,840	-$17,150
202500571	P071901	AVFUEL CORPORATION	Adjust	$655,530	$593,840	-$61,690
202500195	R042690	B9 BUCKHORN LLC	Deny	$784,530	$784,530	$0
202500396	R073785	BACK NINE HOLDINGS LLC	Deny	$1,236,450	$1,236,450	$0
202500397	R042277	BAKES PETER	Deny	$851,040	$851,040	$0
202500315	R005916	BARCLAY SHARNI	Deny	$521,680	$521,680	$0
202500143	R040366	BARNARD PROPERTIES LLC	Deny	$1,431,640	$1,431,640	$0
202500164	R011414	BARNARD RANCHES LLC	Deny	$520,000	$520,000	$0
202500092	R015233	BARREL ROOM LLC	Deny	$1,725,470	$1,725,470	$0
202500130	R014792	BASINGER MARTIN	Adjust	$107,000	$77,000	-$30,000
202500135	R043226	BBCB PROPERTY LLC	Adjust	$8,149,860	$7,686,420	-$463,440

APPEAL NO	ACCOUNT NO	OWNER NAME	APPEAL DECISION	NOV VALUE	NOD VALUE	CHANGE
202500292	R025785	BEARD CONNOR J	Deny	$985,670	$985,670	$0
202500364	R013790	BEGLY JERRY LEE	Deny	$748,070	$748,070	$0
202500126	R009623	BELL ENA KATHLEEN	Deny	$236,330	$236,330	$0
202500568	R011532	BELLES & BULLETS LLC	Deny	$1,617,410	$1,617,410	$0
202500246	R002026	BENTON WOOD ENTERPRISES LLC	Adjust	$817,070	$725,200	-$91,870
202500145	R043576	BERE BOB	Deny	$1,946,440	$1,946,440	$0
202500031	R031112	BERRY LYNNE M	Adjust	$504,860	$480,820	-$24,040
202500196	R041096	BETSY 9 GROUP LLC	Deny	$5,827,210	$5,827,210	$0
202500197	R042689	BETSY 9 GROUP LLC	Adjust	$825,830	$784,530	-$41,300
202500108	R041992	BIENASZ STANLEY M	Adjust	$5,902,520	$5,274,390	-$628,130
202500504	R074103	BIGGERS JOHN GEOFFREY	Deny	$2,266,460	$2,266,460	$0
202500106	R007700	BINGMAN BRAD RUSSELL	Adjust	$432,450	$536,470	$104,020
202500159	R042013	BLANK JEFFREY M	Deny	$6,596,570	$6,596,570	$0
202500002	R013839	BOUVRIE LUKAS	Deny	$1,030,360	$1,030,360	$0
202500247	R040488	BOZEMAN FAMILY HOLDINGS LP	Adjust	$1,271,760	$1,140,200	-$131,560
202500110	R033880	BRASWELL BRYAN	Deny	$1,293,060	$1,293,060	$0
202500384	R009457	BREIDENBAUGH MATTHEW J	Deny	$215,000	$215,000	$0
202500385	R009456	BREIDENBAUGH MATTHEW J	Deny	$456,320	$456,320	$0
202500162	R032541	BRESLAUER BEN	Deny	$503,590	$503,590	$0
202500226	R003863	BROWN DENNIS	Deny	$12,500	$12,500	$0
202500225	R003870	BROWN DENNIS R	Deny	$304,570	$304,570	$0
202500233	R042021	BROWN RESIDENCE TRUST	Deny	$6,910,280	$6,910,280	$0
202500368	R016585	BURKE FAMILY TRUST	Deny	$15,300	$15,300	$0
202500402	R013773	BURNETT CHANCE	Deny	$338,000	$338,000	$0
202500105	R014543	BURR DYLAN	Adjust	$140,000	$85,300	-$54,700
202500036	R032157	CAMBIER JOHN CLIFFORD	Deny	$3,690,000	$3,690,000	$0
202500308	R005710	CAMELOT WYO LLC	Adjust	$893,440	$852,830	-$40,610
202500696	P051303	CANON FINANCIAL SERVICES INC	Adjust	$113,870	$113,360	-$510
202500572	R011162	CARTER STUART R	Deny	$30,710	$30,710	$0
202500127	R073784	CARTER WILLIAM J	Deny	$1,244,600	$1,244,600	$0
202500260	R007748	CARVER ROBERT LYLE	Adjust	$917,280	$878,850	-$38,430
202500184	R007234	CASTOR INVESTMENTS LLC	Adjust	$181,710	$109,260	-$72,450
202500052	R011191	CATLETT MURIEDAS REBECCA	Adjust	$114,120	$84,120	-$30,000
202500456	R016786	CAUDELL MAUREEN MARIE MESSNER	Deny	$50,490	$50,490	$0
202500511	R043803	CB ALPINE HAVEN LLC	Deny	$2,018,430	$2,018,430	$0
202500341	R033871	CB LOCO LLC	Deny	$1,635,310	$1,635,310	$0
202500242	R040124	CBGD LLC	Deny	$1,670,010	$1,670,010	$0
202500490	R010537	CBM RANCH LLC	Deny	$247,650	$247,650	$0
202500491	R010539	CBM RANCH LLC	Deny	$12,000	$12,000	$0

APPEAL NO	ACCOUNT NO	OWNER NAME	APPEAL DECISION	NOV VALUE	NOD VALUE	CHANGE
202500053	R074786	CBS BLOCK 6 LLC	Adjust	$143,490	$101,530	-$41,960
202500054	R074787	CBS BLOCK 6 LLC	Adjust	$123,580	$86,320	-$37,260
202500055	R074788	CBS BLOCK 6 LLC	Adjust	$122,800	$85,730	-$37,070
202500056	R074790	CBS BLOCK 6 LLC	Adjust	$124,850	$87,280	-$37,570
202500057	R074791	CBS BLOCK 6 LLC	Adjust	$122,120	$85,210	-$36,910
202500058	R074792	CBS BLOCK 6 LLC	Adjust	$111,490	$77,190	-$34,300
202500059	R074793	CBS BLOCK 6 LLC	Adjust	$111,490	$77,190	-$34,300
202500060	R074794	CBS BLOCK 6 LLC	Adjust	$218,170	$160,060	-$58,110
202500061	R074795	CBS BLOCK 6 LLC	Adjust	$122,120	$85,210	-$36,910
202500062	R074796	CBS BLOCK 6 LLC	Adjust	$122,120	$85,210	-$36,910
202500063	R074797	CBS BLOCK 6 LLC	Adjust	$111,490	$77,190	-$34,300
202500064	R074798	CBS BLOCK 6 LLC	Adjust	$111,490	$77,190	-$34,300
202500065	R074799	CBS BLOCK 6 LLC	Adjust	$245,120	$213,710	-$31,410
202500066	R074800	CBS BLOCK 6 LLC	Adjust	$183,700	$132,780	-$50,920
202500067	R074801	CBS BLOCK 6 LLC	Adjust	$122,120	$85,210	-$36,910
202500068	R074802	CBS BLOCK 6 LLC	Adjust	$122,120	$85,210	-$36,910
202500069	R074803	CBS BLOCK 6 LLC	Adjust	$111,490	$77,190	-$34,300
202500070	R074804	CBS BLOCK 6 LLC	Adjust	$122,120	$85,210	-$36,910
202500071	R074805	CBS BLOCK 6 LLC	Adjust	$122,120	$85,210	-$36,910
202500072	R074806	CBS BLOCK 6 LLC	Adjust	$272,850	$204,090	-$68,760
202500073	R074807	CBS BLOCK 6 LLC	Adjust	$111,490	$77,190	-$34,300
202500074	R074808	CBS BLOCK 6 LLC	Adjust	$111,490	$77,190	-$34,300
202500075	R074809	CBS BLOCK 6 LLC	Adjust	$263,180	$230,880	-$32,300
202500076	R074810	CBS BLOCK 6 LLC	Adjust	$138,010	$97,330	-$40,680
202500077	R074811	CBS BLOCK 6 LLC	Adjust	$212,510	$155,560	-$56,950
202500161	R032766	CHAMBLISS WILLIAM F	Adjust	$1,198,730	$1,035,860	-$162,870
202500355	R010703	CLARKE JEFFREY A	Deny	$1,589,730	$1,589,730	$0
202500538	R014962	CLARKSON MARTHA G	Adjust	$1,201,810	$1,031,880	-$169,930
202500254	R008810	CLAUSE FRANK J II	Deny	$821,510	$821,510	$0
202500239	R016444	CLOUTIER ETHAN T	Deny	$40,000	$40,000	$0
202500132	R002952	COEN CANDACE E	Deny	$1,804,080	$1,804,080	$0
202500330	R010449	COFFEY ZACH	Deny	$959,010	$959,010	$0
202500524	R004933	COLORADO CHALET LLC	Adjust	$747,640	$663,930	-$83,710
202500206	R011947	CONRADS DEBORAH L LIVING TRUST	Adjust	$117,000	$105,000	-$12,000
202500544	R016443	COOPER SHAWN W	Deny	$630,140	$630,140	$0
202500545	R011502	COOPER SHAWN W	Deny	$40,000	$40,000	$0
202500437	R071574	CRESTED BUTTE RANGER STATION LLC	Deny	$1,228,560	$1,228,560	$0
202500558	R070637	DALEY JAMES C	Adjust	$1,864,480	$1,712,660	-$151,820
202500551	R026963	DANCE MONKEY DANCE REVOCABLE TRUST	Adjust	$2,761,260	$2,384,730	-$376,530

APPEAL NO	ACCOUNT NO	OWNER NAME	APPEAL DECISION	NOV VALUE	NOD VALUE	CHANGE
202500338	R074335	DARIEN LARRY VAUGHN	Deny	$1,149,550	$1,149,550	$0
202500117	R010877	DAURIO NICK M	Deny	$646,900	$646,900	$0
202500512	R042455	DAVIDSON RONALD G	Deny	$1,331,980	$1,331,980	$0
202500096	R074332	DAVOL DONALD	Adjust	$520,860	$359,930	-$160,930
202500698	P070416	DE LAGE LANDEN FINANCIAL SERVICES INC	Adjust	$3,670	$7,890	$4,220
202500699	P027813	DE LAGE LANDEN FINANCIAL SERVICES INC	Adjust	$451,140	$449,260	-$1,880
202500503	R007173	DEVRIES SARAH REVOCABLE TRUST	Deny	$1,529,010	$1,529,010	$0
202500533	M031139	DICKELMAN LEE	Deny	$162,210	$162,210	$0
202500314	R003967	DIEMOZ FRANCES	Deny	$3,330	$3,330	$0
202500320	R031414	DIEMOZ FRANCES	Adjust	$170,850	$114,520	-$56,330
202500322	R003965	DIEMOZ FRANCES	Adjust	$43,390	$35,470	-$7,920
202500176	R045178	DOAK PAUL	Adjust	$792,450	$771,710	-$20,740
202500306	R002867	DOLAN DAVID F	Deny	$2,551,570	$2,551,570	$0
202500520	R001881	DORN RICHARD A	Deny	$611,430	$611,430	$0
202500517	R006087	DOWNING DONALD F	Deny	$976,090	$976,090	$0
202500104	R008343	DOWNING SARAH ANN	Deny	$441,980	$441,980	$0
202500107	R033870	DUHON CHRISTOPHER B	Deny	$1,635,310	$1,635,310	$0
202500313	R044096	DUPART LOUIS	Adjust	$2,980,650	$2,638,210	-$342,440
202500173	R074778	DURMAS JOHN A	Adjust	$1,109,070	$1,085,730	-$23,340
202500532	R042507	DYAR DUSTIN P	Adjust	$441,510	$397,360	-$44,150
202500324	R008350	EAGLES NEST QUARTZ CREEK LLC	Deny	$307,100	$307,100	$0
202500319	R041914	EINSIDLER DAVID L	Deny	$922,130	$922,130	$0
202500374	R003354	ELK AVENUE PARTNERS LLC	Adjust	$3,516,890	$2,184,420	-$1,332,470
202500375	R003352	ELK AVENUE PARTNERS LLC	Adjust	$4,635,890	$2,298,370	-$2,337,520
202500376	R003353	ELK AVENUE PARTNERS LLC	Adjust	$4,423,230	$2,360,500	-$2,062,730
202500379	R003509	ELK AVENUE PARTNERS LLC	Adjust	$4,590,050	$3,140,280	-$1,449,770
202500139	R009707	ELLERBROEK DAVID A	Deny	$1,414,830	$1,414,830	$0
202500271	R028067	EMERALD BRONCO HOLDINGS LLC	Deny	$2,848,810	$2,848,810	$0
202500165	R040238	EMRICK LLC	Deny	$2,502,730	$2,502,730	$0
202500406	R072232	EPPINGER IX LTD	Deny	$587,230	$587,230	$0
202500407	R072233	EPPINGER IX LTD	Deny	$534,090	$534,090	$0
202500408	R072234	EPPINGER IX LTD	Deny	$534,090	$534,090	$0
202500409	R072235	EPPINGER IX LTD	Deny	$587,230	$587,230	$0
202500410	R072236	EPPINGER IX LTD	Adjust	$587,230	$557,490	-$29,740
202500411	R072237	EPPINGER IX LTD	Adjust	$534,090	$504,390	-$29,700
202500412	R072238	EPPINGER IX LTD	Adjust	$534,090	$504,390	-$29,700
202500413	R072239	EPPINGER IX LTD	Adjust	$587,230	$557,490	-$29,740
202500534	R025574	ESTWANIK BRITT ELAINE	Adjust	$1,526,840	$1,454,130	-$72,710
202500455	R001358	EVENT PLANNING & MANAGEMENT LLC	Deny	$241,180	$241,180	$0

APPEAL NO	ACCOUNT NO	OWNER NAME	APPEAL DECISION	NOV VALUE	NOD VALUE	CHANGE
202500240	R031533	F AND F HOLDINGS II LTD	Deny	$591,500	$591,500	$0
202500360	R008472	FARNSWORTH SHAWN DANA	Deny	$592,690	$592,690	$0
202500499	R010140	FAST LINDSEY C	Adjust	$796,860	$618,310	-$178,550
202500500	R010153	FAST LINDSEY CAROLYN	Deny	$910,370	$910,370	$0
202500345	R073857	FAUST BUILDERS LLC	Deny	$1,733,520	$1,733,520	$0
202500391	R003059	FELTON KIMBERLEY A REVOCABLE TRUST	Deny	$1,723,270	$1,723,270	$0
202500347	R073915	FINLEY CURTIS MORGAN	Adjust	$440,820	$343,780	-$97,040
202500142	R012010	FITZPATRICK THOMAS	Deny	$650,660	$650,660	$0
202500094	R008703	FLEMING FAMILY TRUST THE	Deny	$1,314,380	$1,314,380	$0
202500014	R009538	FLORA LIVING TRUST	Adjust	$11,170	$8,260	-$2,910
202500015	R041555	FLORA LIVING TRUST	Deny	$13,940	$13,940	$0
202500294	R027552	FLOYD DAVID B	Deny	$3,919,250	$3,919,250	$0
202500022	R033890	FORSLING HENRIK PER	Deny	$984,320	$984,320	$0
202500346	R071217	FOUNDATION CAPITAL RESOURCES INC	Adjust	$4,149,310	$3,421,740	-$727,570
202500181	R001894	FOX CAPITAL LLC	Deny	$853,890	$853,890	$0
202500235	R006090	FOX TROT CABIN LLC	Deny	$2,248,970	$2,248,970	$0
202500547	R001551	FROSTLINE LTD	Deny	$983,100	$983,100	$0
202500342	R005820	FUNKE AMY D LIVING TRUST	Deny	$824,840	$824,840	$0
202500016	R030922	FURLONG WILLIAM	Adjust	$84,170	$48,150	-$36,020
202500335	R015360	FUTTERMAN JOSHUA	Adjust	$1,130,230	$980,470	-$149,760
202500219	R072273	GATES GARY W JR	Deny	$3,117,450	$3,117,450	$0
202500220	R072272	GATES GARY W JR	Deny	$1,476,020	$1,476,020	$0
202500494	R027493	GAUNTLETT TREVOR CURTIS	Adjust	$2,504,020	$2,070,760	-$433,260
202500392	R041090	GAUTHREAUX KYLE J	Deny	$3,466,630	$3,466,630	$0
202500388	R012746	GIANNONE ROBERT	Deny	$842,470	$842,470	$0
202500327	R042471	GIEPEL CRAIG J	Adjust	$668,970	$635,520	-$33,450
202500090	R011516	GILLPATRICK LOUELLA R	Deny	$442,270	$442,270	$0
202500234	R001578	GO GUNNY LLC	Adjust	$305,690	$301,310	-$4,380
202500363	R002207	GO GUNNY LLC	Adjust	$484,720	$401,580	-$83,140
202500401	R032764	GOMEZ DANIEL ERIC	Deny	$1,358,430	$1,358,430	$0
202500559	R041454	GOOD LAWRENCE M	Deny	$201,000	$201,000	$0
202500390	R008056	GORDON BRIAN EUGENE	Deny	$666,210	$666,210	$0
202500492	R015359	GORDON ROBERT H	Adjust	$1,030,940	$725,490	-$305,450
202500133	R011879	GORE LIVESTOCK INC	Adjust	$631,360	$583,690	-$47,670
202500033	R073312	GOTHIC DOG LLC	Adjust	$577,550	$557,370	-$20,180
202500439	R032055	GREENE CHRISTOPHER W	Adjust	$2,650,280	$2,056,150	-$594,130
202500331	R013117	GREY TIMOTHY	Deny	$1,368,310	$1,368,310	$0
202500497	R008068	GUILL KATHLEEN	Adjust	$1,438,500	$1,379,870	-$58,630
202500386	R030639	GUNNISON BOULEVARD LLC	Adjust	$886,650	$858,810	-$27,840

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202500573	R016588	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500574	R016589	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500575	R016590	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500578	R016591	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500580	R016592	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500582	R016593	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500583	R016594	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500584	R016605	GUNNISON RANCH INC	Deny	$24,000	$24,000	$0
202500585	R016610	GUNNISON RANCH INC	Deny	$24,000	$24,000	$0
202500586	R016612	GUNNISON RANCH INC	Deny	$24,000	$24,000	$0
202500587	R016613	GUNNISON RANCH INC	Deny	$24,000	$24,000	$0
202500588	R016638	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500589	R016639	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500590	R016640	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500591	R016641	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500592	R016642	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500593	R016645	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500594	R016648	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500595	R016649	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500596	R016650	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500598	R016651	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500605	R016652	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500606	R016653	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500607	R016654	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500608	R016655	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500609	R016656	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500610	R016657	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500611	R016658	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500614	R016690	GUNNISON RANCH INC	Adjust	$24,000	$15,300	-$8,700
202500615	R016693	GUNNISON RANCH INC	Deny	$24,000	$24,000	$0
202500616	R016694	GUNNISON RANCH INC	Deny	$24,000	$24,000	$0
202500617	R016695	GUNNISON RANCH INC	Deny	$24,000	$24,000	$0
202500618	R016696	GUNNISON RANCH INC	Deny	$24,000	$24,000	$0
202500619	R016697	GUNNISON RANCH INC	Deny	$24,000	$24,000	$0
202500620	R016719	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500621	R016720	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500622	R016722	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500623	R016724	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500624	R016726	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0

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202500625	R016727	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500626	R016729	GUNNISON RANCH INC	Deny	$16,830	$16,830	$0
202500627	R016730	GUNNISON RANCH INC	Deny	$16,830	$16,830	$0
202500628	R016748	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500629	R016749	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500630	R016750	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500631	R016751	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500632	R016752	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500633	R016753	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500634	R016754	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500635	R016757	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500636	R016758	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500637	R016759	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500638	R016760	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500639	R016761	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500640	R016762	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500641	R016763	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500642	R016764	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500643	R016765	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500644	R016766	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500645	R016768	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500646	R016770	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500647	R016771	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500648	R016772	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500649	R016818	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500650	R016819	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500651	R016820	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500652	R016830	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500653	R016831	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500654	R016832	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500655	R016833	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500656	R016834	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500657	R016835	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500658	R016836	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500659	R016837	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500660	R016838	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500661	R016839	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500662	R016840	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500663	R016841	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0

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202500664	R016842	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500665	R016843	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500666	R016844	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500667	R016859	GUNNISON RANCH INC	Deny	$24,000	$24,000	$0
202500668	R016883	GUNNISON RANCH INC	Deny	$24,000	$24,000	$0
202500669	R016884	GUNNISON RANCH INC	Deny	$24,000	$24,000	$0
202500671	R016909	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500672	R016910	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500673	R016911	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500674	R016912	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500675	R016913	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500676	R016914	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500677	R016915	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500678	R016919	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500679	R016920	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500680	R016921	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500681	R016922	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500682	R016939	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500683	R016940	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500684	R016941	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500685	R016942	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500686	R016943	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500687	R016944	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500688	R016950	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500689	R016951	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500690	R016952	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500691	R016955	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500692	R017433	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500693	R017435	GUNNISON RANCH INC	Deny	$15,300	$15,300	$0
202500694	R033228	GUNNISON RANCH INC	Deny	$33,880	$33,880	$0
202500695	R012001	GUNNISON RANCH INC	Deny	$225,140	$225,140	$0
202500546	R044070	GUNNISON WOLF QOF LLC	Deny	$755,820	$755,820	$0
202500560	R005318	GUY TRAVIS JAMES	Adjust	$318,490	$297,260	-$21,230
202500519	R040125	HAAVE TANYA	Deny	$1,845,670	$1,845,670	$0
202500301	R027276	HALE CB LLC	Adjust	$4,161,990	$4,062,370	-$99,620
202500086	R008093	HALE RICHARD	Deny	$558,790	$558,790	$0
202500223	R013761	HALL JAMIE B	Deny	$367,130	$367,130	$0
202500482	R008873	HALLETT NO I LP	Deny	$1,391,640	$1,391,640	$0
202500218	R003172	HAMILTON E B JR REVOCABLE TRUST	Adjust	$2,181,220	$1,423,050	-$758,170

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202500399	R041998	HAMPTON BETHEL	Adjust	$8,108,820	$6,769,050	-$1,339,770
202500296	R030712	HARBERT JAMES K	Adjust	$1,080,050	$1,051,470	-$28,580
202500521	R014941	HARDT SCOTT	Deny	$459,270	$459,270	$0
202500462	R011589	HARRIS BOBBIE J	Deny	$549,830	$549,830	$0
202500027	R015990	HARRIS ORION INVESTMENT LLC	Deny	$441,880	$441,880	$0
202500612	R016686	HASSE TIMOTHY DAVID	Deny	$24,000	$24,000	$0
202500613	R016688	HASSE TIMOTHY DAVID	Deny	$24,000	$24,000	$0
202500461	R043580	HEISENBERG DOROTHEE	Adjust	$1,966,170	$1,880,460	-$85,710
202500081	R071755	HEMMERT JARED	Adjust	$1,034,960	$1,004,340	-$30,620
202500508	R007958	HEMMINGHAUS COLORADO TRUST OF 2011	Deny	$3,296,900	$3,296,900	$0
202500510	R008146	HEMMINGHAUS COLORADO TRUST OF 2011	Adjust	$265,800	$93,030	-$172,770
202500432	R031353	HERMANSON FAMILY LIMITED PARTNERSHIP II LLLP	Adjust	$3,071,710	$2,179,600	-$892,110
202500433	R042693	HERMANSON JEFF	Deny	$597,740	$597,740	$0
202500428	R003020	HERMANSON JEFFREY	Deny	$2,370,300	$2,370,300	$0
202500251	R010875	HERNANDEZ FAMILY TRUST	Adjust	$1,199,830	$1,075,710	-$124,120
202500566	R045511	HERRING EDWARD	Deny	$3,211,090	$3,211,090	$0
202500565	R041103	HERRING JAMES EDWARD	Deny	$5,611,030	$5,611,030	$0
202500564	R041102	HERRING KAY B FAMILY TRUST	Deny	$3,577,490	$3,577,490	$0
202500381	R042482	HERRON WANDA C LIVING TRUST	Deny	$435,210	$435,210	$0
202500334	R041389	HOLST RICHARD	Deny	$347,420	$347,420	$0
202500028	R005920	HOPPER PERRY A	Adjust	$471,620	$402,800	-$68,820
202500525	R027188	HOVANEC PETER J	Adjust	$618,300	$525,560	-$92,740
202500552	R013622	IATGE LLC	Deny	$814,120	$814,120	$0
202500125	R024618	ILAN 2017 CHILDRENS TRUST	Adjust	$4,163,980	$3,451,040	-$712,940
202500009	R074876	INGRAM ALBERT J	Adjust	$575,360	$121,620	-$453,740
202500010	R074472	INGRAM ALBERT J	Deny	$508,410	$508,410	$0
202500011	R074473	INGRAM ALBERT J	Deny	$416,490	$416,490	$0
202500562	R013401	IRAR TRUST FBO ANNE MARIE H EVANS	Deny	$1,433,980	$1,433,980	$0
202500348	R003008	IRONS JESSE SCOTT	Deny	$529,960	$529,960	$0
202500349	R003009	IRONS JESSE SCOTT	Deny	$524,730	$524,730	$0
202500350	R003010	IRONS JESSE SCOTT	Deny	$448,960	$448,960	$0
202500351	R003012	IRONS JESSE SCOTT	Deny	$529,960	$529,960	$0
202500352	R003013	IRONS JESSE SCOTT	Deny	$448,960	$448,960	$0
202500523	R003514	J AND K HOLDINGS LLC	Adjust	$6,214,620	$5,319,940	-$894,680
202500515	R042497	JACKMAN CHRIS	Deny	$579,150	$579,150	$0
202500514	R042691	JACKMAN HARMONY	Deny	$747,180	$747,180	$0
202500518	R014565	JACKSON BARBARA A	Adjust	$140,000	$88,500	-$51,500
202500496	R005808	JAMKA GROUP LLC	Deny	$1,276,970	$1,276,970	$0
202500400	R001205	JANELLE JASON	Adjust	$565,570	$550,220	-$15,350

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202500389	R013239	JAYNES JAY J	Adjust	$2,464,520	$1,648,850	-$815,670
202500183	R008695	JAYNES RALPH C AND MARILYN R LIVING TRUST	Adjust	$396,260	$344,110	-$52,150
202500328	R031568	JEFFERIS MARINA HAAKE	Adjust	$3,763,250	$3,691,740	-$71,510
202500443	R005036	JENNINGS JAMES K III	Adjust	$1,553,960	$1,586,070	$32,110
202500430	R003171	JH PROPERTY LLC	Adjust	$3,266,940	$2,802,180	-$464,760
202500140	R041077	JONES JESSE H II	Adjust	$5,311,180	$4,888,310	-$422,870
202500539	R027279	JONES SUSAN B GST TRUST	Deny	$4,741,800	$4,741,800	$0
202500535	R012893	JORDAN ERIC W	Adjust	$284,910	$255,820	-$29,090
202500305	R010699	JR & JH HUTCHISON TRUST	Deny	$1,671,840	$1,671,840	$0
202500387	R012475	KANGARAT LLC	Deny	$65,000	$65,000	$0
202500051	R032886	KASER JOHN AND EILEEN TRUST	Deny	$355,740	$355,740	$0
202500463	R009709	KELLEY CHARLES W	Deny	$854,180	$854,180	$0
202500109	R044094	KIDD FAMILY REVOCABLE TRUST	Adjust	$4,049,060	$3,916,250	-$132,810
202500495	R002845	KIENAST MICHAEL	Deny	$2,978,020	$2,978,020	$0
202500528	R005542	KIENAST MICHAEL	Deny	$996,630	$996,630	$0
202500542	R009842	KIMBROUGH ROBERT A	Deny	$830,130	$830,130	$0
202500169	R074206	KINCAID LARRY D	Deny	$935,310	$935,310	$0
202500101	R007453	KING ROBERT W	Deny	$505,270	$505,270	$0
202500472	R015333	KINNEY TRAESA	Deny	$740,850	$740,850	$0
202500498	R013327	KISH DAVID L	Adjust	$1,487,540	$1,411,330	-$76,210
202500205	R011227	KNEELAND BARRY L	Deny	$289,800	$289,800	$0
202500172	R074777	KNIGHT GREGORY J	Adjust	$674,090	$650,750	-$23,340
202500113	R012415	KNIGHT ROSE ANN	Deny	$94,970	$94,970	$0
202500137	R044299	KOZA MARK TRUST	Adjust	$1,864,480	$1,712,660	-$151,820
202500243	R001467	KRONE KEVIN J	Adjust	$665,360	$610,860	-$54,500
202500449	R041072	LABELHA LP	Deny	$3,618,950	$3,618,950	$0
202500569	R026626	LACY WILLIAM J JR	Deny	$4,051,090	$4,051,090	$0
202500570	R013275	LACY WILLIAM JOSEPH JR	Adjust	$878,680	$746,960	-$131,720
202500115	R073590	LAMBERT MICHAEL	Deny	$20,030	$20,030	$0
202500037	R031154	LASSEK HILARY EDWARD	Deny	$910,540	$910,540	$0
202500093	R026828	LAW DANIEL G	Adjust	$948,520	$920,630	-$27,890
202500124	R010724	LAZO JEFFREY KARL	Deny	$1,526,310	$1,526,310	$0
202500540	R008277	LEECE BILL AND JOYCE FAMILY LLC	Deny	$1,006,910	$1,006,910	$0
202500129	R030602	LEIMAN JEFFREY F	Adjust	$987,410	$831,930	-$155,480
202500122	R032274	LEONARD HEATHER LYNN	Adjust	$453,260	$423,820	-$29,440
202500553	R006232	LEVY MARGARET ERIN	Deny	$601,380	$601,380	$0
202500144	R074872	LINEHAN MICHAEL C	Deny	$3,902,680	$3,902,680	$0
202500149	R074871	LINEHAN MICHAEL C	Deny	$3,323,970	$3,323,970	$0
202500563	R006302	LIST JACOB ELLIOT	Deny	$903,060	$903,060	$0

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202500241	R032188	LONG KATHRYN G	Deny	$846,640	$846,640	$0
202500440	R010448	LONG RANDY	Deny	$809,810	$809,810	$0
202500079	R042483	LOPEZ JOSEPH AND CAROLYN REVOCABLE TRUST	Deny	$446,370	$446,370	$0
202500516	R031138	LOUGHLIN THOMAS K REVOCABLE TRUST	Deny	$3,526,650	$3,526,650	$0
202500557	R004046	LUCHT KATHERINE S	Deny	$201,000	$201,000	$0
202500290	R041088	LUPINE CAPITAL LLC	Deny	$3,590,110	$3,590,110	$0
202500452	R016980	LUSCHEN ROBB WARREN	Deny	$20,960	$20,960	$0
202500192	R001159	LUTIN FLOR	Adjust	$810,170	$746,410	-$63,760
202500414	R072097	LYPPS FRAME REVOCABLE TRUST	Adjust	$578,230	$549,760	-$28,470
202500203	R014984	MABERRY REVOCABLE TRUST	Deny	$255,150	$255,150	$0
202500204	R014985	MABERRY REVOCABLE TRUST	Deny	$1,144,850	$1,144,850	$0
202500354	R074849	MACDONALD COLIN	Adjust	$675,640	$620,800	-$54,840
202500447	R011652	MACMILLAN SEAN C	Adjust	$470,600	$327,270	-$143,330
202500082	R073723	MAGUIRE DONALD A	Adjust	$609,430	$549,760	-$59,670
202500004	R015202	MAMMOTH VIEW PROPERTIES LLC	Adjust	$1,153,830	$1,076,810	-$77,020
202500190	R044394	MANNING PATRICK	Adjust	$774,330	$639,690	-$134,640
202500333	R002327	MARCUZZO JULIA	Deny	$250,030	$250,030	$0
202500697	P051981	MARLIN LEASING CORP	Adjust	$103,990	$121,700	$17,710
202500080	R012429	MARSH CRAIG A	Adjust	$631,930	$604,920	-$27,010
202500248	R008329	MARTINEZ DONALD D JR	Adjust	$128,560	$65,240	-$63,320
202500215	R003271	MATHER MIMI	Deny	$2,771,940	$2,771,940	$0
202500170	R010888	MBJ #1 LLC	Deny	$646,430	$646,430	$0
202500199	R010788	MBJ #5 LLC	Deny	$617,470	$617,470	$0
202500493	R031758	MCDONALD DOUGLAS I TRUST	Deny	$3,882,470	$3,882,470	$0
202500168	R043233	MCFT HOLDINGS LLC	Deny	$6,300,060	$6,300,060	$0
202500003	R013326	MCINTYRE MOLLY H	Adjust	$1,837,320	$1,754,960	-$82,360
202500212	R073727	MCKERNAN KATHLEEN EMILY	Adjust	$3,061,440	$2,492,430	-$569,010
202500171	R073320	MCKINNIS KELLY I	Adjust	$440,820	$343,780	-$97,040
202500048	R030959	MCLOUGHLIN IAN D	Deny	$359,600	$359,600	$0
202500103	R032386	MENDEL TRUST	Deny	$4,317,870	$4,317,870	$0
202500032	R032358	MILLER ANNETTE MEGAN	Deny	$1,635,260	$1,635,260	$0
202500224	R032082	MILLER BRIAN N AND ELEANOR L REVOCABLE TRUST	Deny	$2,380,240	$2,380,240	$0
202500446	R033411	MILLER LOUISE A	Adjust	$62,490	$53,190	-$9,300
202500321	R010711	MILLER MICHAEL DAVID	Adjust	$1,622,460	$1,429,320	-$193,140
202500188	R026536	MILLER PROPERTY HOLDINGS LLC	Deny	$3,337,650	$3,337,650	$0
202500458	R025941	MILLER STEPHANIE	Adjust	$1,639,800	$1,526,110	-$113,690
202500480	R010496	MONCRIEF PARTNERS LP	Deny	$70,080	$70,080	$0
202500489	R007761	MONCRIEF TOM O	Deny	$3,502,490	$3,502,490	$0
202500486	R010504	MONCRIEF TOM OIL DESCENDANTS TRUST	Deny	$942,720	$942,720	$0

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202500487	R010506	MONCRIEF TOM OIL DESCENDANTS TRUST	Deny	$762,860	$762,860	$0
202500488	R010509	MONCRIEF TOM OIL DESCENDANTS TRUST	Deny	$393,820	$393,820	$0
202500163	R007984	MOOR RALPH CARL JR REVOCABLE TRUST	Deny	$1,060,650	$1,060,650	$0
202500431	R005463	MOUNTAIN ASSOCIATES INC	Adjust	$2,629,940	$1,641,470	-$988,470
202500238	R026980	MRBTD PROPERTIES LLC	Deny	$1,667,890	$1,667,890	$0
202500201	R044301	MTCB PARTNERS LLC	Adjust	$1,864,480	$1,712,660	-$151,820
202500262	R040112	MUSHOVIC TOREN GEORGE EVERS	Deny	$1,531,510	$1,531,510	$0
202500269	R026065	NASSO CHARLES LIVING TRUST	Deny	$249,380	$249,380	$0
202500244	R074088	NAY DAVID CHRISTOPHER	Adjust	$440,820	$343,780	-$97,040
202500245	R073913	NAY DAVID CHRISTOPHER	Adjust	$440,820	$343,780	-$97,040
202500091	R030471	NELSON FAMILY LIVING TRUST	Adjust	$1,728,420	$1,655,880	-$72,540
202500166	R010737	NEUMANN JEFFERY S	Deny	$1,355,860	$1,355,860	$0
202500550	R040771	NICHOLL CAMERON H	Adjust	$1,583,770	$1,462,860	-$120,910
202500156	R030755	NICHOLLS ROBERT L	Adjust	$4,094,890	$4,010,410	-$84,480
202500038	R072244	NIENHUESER SETH	Deny	$1,425,610	$1,425,610	$0
202500044	R010159	NIENHUESER SETH	Deny	$479,010	$479,010	$0
202500040	R041558	NIENHUESER SETH R	Deny	$29,520	$29,520	$0
202500451	R073083	OBOURN MIKEL A	Adjust	$440,820	$343,780	-$97,040
202500450	R072895	OBOURN MIKEL ANN	Deny	$626,840	$626,840	$0
202500180	R013370	OFSTEDAHL ADAM JOHN	Deny	$2,022,770	$2,022,770	$0
202500329	R008743	OLSEN JIM	Deny	$199,860	$199,860	$0
202500343	R044579	ONE STONEGATE LLC	Adjust	$2,566,960	$2,345,580	-$221,380
202500310	R042002	ONEAL JANE M TRUST	Adjust	$6,270,820	$4,924,880	-$1,345,940
202500249	R044097	PAAPE WILLIAM	Deny	$3,183,830	$3,183,830	$0
202500128	R005043	PAHL MICHAEL	Adjust	$2,037,070	$1,625,570	-$411,500
202500526	R030080	PEACOCK PETER T	Adjust	$1,541,050	$1,318,090	-$222,960
202500116	R009914	PEARSON TIMOTHY E	Deny	$653,900	$653,900	$0
202500047	R001231	PELUSO CHELSEA ELIZABETH	Adjust	$762,200	$541,780	-$220,420
202500189	R044075	PERKINS LIVING TRUST	Deny	$1,936,560	$1,936,560	$0
202500005	R014192	PETRICHOR PROPERTIES LLC	Deny	$504,800	$504,800	$0
202500300	R016901	PIKE MARK	Deny	$30,000	$30,000	$0
202500302	R071480	PIKE MARK	Deny	$369,620	$369,620	$0
202500303	R071481	PIKE MARK	Deny	$343,070	$343,070	$0
202500298	R040244	PIKE MARK D	Deny	$928,650	$928,650	$0
202500299	R043635	PIKE MARK D	Deny	$833,040	$833,040	$0
202500293	R071475	PIKE RYAN W	Deny	$344,470	$344,470	$0
202500326	R010714	PINGORA REVOCABLE LIVING TRUST	Deny	$1,812,220	$1,812,220	$0
202500548	R032890	PIONEER VALLEY LLC	Adjust	$2,279,920	$2,181,970	-$97,950
202500035	R017528	PIQUETTE FRANK G	Adjust	$381,390	$294,710	-$86,680

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202500152	R042289	PITTENGER TOMMY	Adjust	$5,143,900	$5,072,980	-$70,920
202500367	R071761	PRESENT TENSE LLC	Adjust	$627,630	$500,030	-$127,600
202500325	R043551	PUGH BRIAN AND ALLISON REVOCABLE LIVING TRUST	Deny	$2,143,290	$2,143,290	$0
202500311	R005834	QUALLS ALAN BRENT	Deny	$820,580	$820,580	$0
202500454	R005580	QUERALT JOHN A	Deny	$904,160	$904,160	$0
202500501	R006245	QUINN GARRETT	Deny	$1,104,290	$1,104,290	$0
202500541	R026661	QUINT ROBERT J	Adjust	$2,344,500	$2,034,960	-$309,540
202500448	R012624	RASE DANIEL WAYNE	Deny	$55,000	$55,000	$0
202500317	R042509	RATHERBY INVESTMENTS LLC	Adjust	$679,250	$536,250	-$143,000
202500395	R008549	RAY L R AND RAY TOMMIE A FAMILY TRUST	Deny	$661,240	$661,240	$0
202500394	R025823	RAY ROBERT D	Deny	$1,698,130	$1,698,130	$0
202500236	R042302	READ KIMBERLY K	Deny	$545,280	$545,280	$0
202500415	R043631	RECVAC INC	Deny	$69,740	$69,740	$0
202500416	R043629	RECVAC INC	Deny	$92,590	$92,590	$0
202500417	R043627	RECVAC INC	Deny	$89,150	$89,150	$0
202500418	R043625	RECVAC INC	Deny	$111,720	$111,720	$0
202500419	R043623	RECVAC INC	Deny	$221,470	$221,470	$0
202500420	R043621	RECVAC INC	Deny	$198,130	$198,130	$0
202500421	R043620	RECVAC INC	Deny	$146,950	$146,950	$0
202500422	R043619	RECVAC INC	Deny	$459,600	$459,600	$0
202500423	R043618	RECVAC INC	Deny	$328,510	$328,510	$0
202500217	R073187	REED LUKE EBEN	Deny	$1,068,210	$1,068,210	$0
202500179	R012877	REY KENNETH	Adjust	$61,990	$58,980	-$3,010
202500175	R010142	REYNOLDS JONI	Deny	$1,046,820	$1,046,820	$0
202500213	R030769	RICE KERRY B	Adjust	$4,339,810	$3,841,910	-$497,900
202500118	R010997	RICHARDSON ROBBY	Deny	$713,580	$713,580	$0
202500112	R002396	RICKER RUSTAN V	Deny	$1,695,140	$1,695,140	$0
202500167	R043395	RIVERSTONE FAMILY TRUST	Deny	$523,100	$523,100	$0
202500361	R014528	ROCKING JL RANCH LLC	Adjust	$2,204,710	$1,900,810	-$303,900
202500670	R016907	ROMER MARK D	Deny	$30,600	$30,600	$0
202500291	R009526	SADDLER DOYLE E LIVING TRUST	Deny	$60,770	$60,770	$0
202500549	R009507	SAGE HILL LLC	Adjust	$215,000	$2,230	-$212,770
202500256	R010897	SANTILLI ROBERT J	Deny	$649,100	$649,100	$0
202500029	R005948	SAVIN JODY L IRREVOCABLE TRUST FOR THE BENEFIT OF	Adjust	$1,546,610	$1,476,310	-$70,300
202500227	R012559	SCENIC BUTTE PARTNERS LLC	Deny	$86,530	$86,530	$0
202500229	R041146	SCENIC BUTTE PARTNERS LLC	Deny	$86,530	$86,530	$0
202500230	R041147	SCENIC BUTTE PARTNERS LLC	Deny	$86,530	$86,530	$0
202500231	R041148	SCENIC BUTTE PARTNERS LLC	Deny	$86,530	$86,530	$0
202500444	R014093	SCHACHTER SPENCER S	Deny	$306,730	$306,730	$0

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202500445	R014096	SCHACHTER SPENCER S	Deny	$12,800	$12,800	$0
202500138	R044079	SCHIFERL KEVIN C	Deny	$3,028,990	$3,028,990	$0
202500295	R073925	SCHMIDT MICHAEL WILLIAM	Adjust	$648,170	$601,380	-$46,790
202500050	R011236	SCHNARS WINIFRED D	Deny	$428,640	$428,640	$0
202500457	R074102	SEABURY ELIZABETH	Deny	$2,281,860	$2,281,860	$0
202500114	R010637	SEAMEN JOHANN AND SHARI REVOCABLE LIVING TRUST	Deny	$839,920	$839,920	$0
202500404	R001195	SEEBERG PATRICIA A	Deny	$615,280	$615,280	$0
202500464	R042518	SEES ERIC AND JENNIFER LIVING TRUST	Deny	$529,820	$529,820	$0
202500536	R030200	SENTONOI OLIVIA	Deny	$210,000	$210,000	$0
202500369	R074128	SHALES DAVID M	Adjust	$725,270	$713,190	-$12,080
202500429	R003150	SHERMAN STREET HOLDINGS LLC	Deny	$2,091,380	$2,091,380	$0
202500434	R071327	SHERMAN STREET HOLDINGS LLC	Deny	$369,940	$369,940	$0
202500435	R071328	SHERMAN STREET HOLDINGS LLC	Deny	$900,560	$900,560	$0
202500436	R071336	SHERMAN STREET HOLDINGS LLC	Deny	$1,114,760	$1,114,760	$0
202500154	R016352	SHIPLEY CARMEN	Adjust	$95,000	$71,520	-$23,480
202500567	R012690	SHOMER TRUST	Deny	$1,296,090	$1,296,090	$0
202500046	R008429	SHUBZDA HEATHER	Deny	$855,060	$855,060	$0
202500344	R017209	SHULTZ MICHAEL AND JEANINE LIVING TRUST	Adjust	$705,770	$510,640	-$195,130
202500141	R004959	SINNOTT PATRICK	Deny	$1,631,760	$1,631,760	$0
202500030	R010742	SKOVGAARD SUSAN L	Deny	$1,706,980	$1,706,980	$0
202500405	R043382	SLEIGHTHOLM DAVID M	Adjust	$1,618,070	$1,552,870	-$65,200
202500157	R007151	SLOAN JOHN P	Deny	$694,180	$694,180	$0
202500146	R014535	SMITH RODNEY A	Deny	$615,980	$615,980	$0
202500098	R033770	SOAP MESA VENTURE LLC	Deny	$280,600	$280,600	$0
202500194	R014637	SODERQUIST PROPERTIES LLC	Adjust	$322,310	$284,110	-$38,200
202500358	R027345	SOLARI MARC J	Deny	$777,450	$777,450	$0
202500237	R040059	SONG OF THE DAY LLC	Adjust	$143,870	$127,010	-$16,860
202500481	R011043	SOUTH BEAVER RANCH LLC	Deny	$686,640	$686,640	$0
202500483	R070534	SOUTH BEAVER RANCH LLC	Deny	$296,490	$296,490	$0
202500484	R070913	SOUTH BEAVER RANCH LLC	Deny	$701,530	$701,530	$0
202500485	R070914	SOUTH BEAVER RANCH LLC	Deny	$567,500	$567,500	$0
202500372	R031179	SPENCE JEROME C	Deny	$30,000	$30,000	$0
202500370	R027154	SPENCE KAREN U	Deny	$372,020	$372,020	$0
202500371	R027152	SPENCE KAREN U	Deny	$362,720	$362,720	$0
202500095	R015881	SPERRY LAND LLC	Adjust	$931,690	$867,380	-$64,310
202500513	R012565	SPIELHAUS LLC	Adjust	$3,205,530	$2,598,740	-$606,790
202500255	R032973	SPRING CREEK TRAILS END LLC	Adjust	$40,920	$14,320	-$26,600
202500479	R041083	STANFORD COLE	Adjust	$459,030	$464,580	$5,550
202500034	R009746	STANLEY JEFFREY J	Deny	$1,484,230	$1,484,230	$0

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202500250	R031365	STERNER GEORGE A	Deny	$838,980	$838,980	$0
202500337	R073155	SUN CASTLE FIVE LLC	Adjust	$1,106,930	$855,350	-$251,580
202500336	R073154	SUN CASTLE FOUR LLC	Adjust	$1,107,640	$855,910	-$251,730
202500007	R073330	SWENSON PAULA	Adjust	$1,043,970	$741,220	-$302,750
202500403	R003310	SYSTERS INC	Deny	$1,468,660	$1,468,660	$0
202500158	R042515	TABAIAN JAFAR	Adjust	$679,250	$529,820	-$149,430
202500155	R013522	TAYS HOUSE LLC	Deny	$172,010	$172,010	$0
202500202	R044300	TERRAL DANIEL L	Adjust	$1,864,480	$1,712,660	-$151,820
202500019	R016438	TIPOTSCH NAOMA	Adjust	$91,500	$79,500	-$12,000
202500119	R043405	TOMICH INTERESTS LLC	Deny	$523,100	$523,100	$0
202500120	R043406	TOMICH INTERESTS LLC	Deny	$523,100	$523,100	$0
202500121	R010150	TOMICH INTERESTS LLC	Adjust	$1,984,610	$1,908,100	-$76,510
202500193	R001123	TOMICHI PLACE LLC	Deny	$704,460	$704,460	$0
202500211	R043403	TREDWAY JANSEN BARTEL	Deny	$523,100	$523,100	$0
202500153	R007333	TRENTAZ WENDY	Adjust	$272,180	$244,610	-$27,570
202500198	R008253	TRENTAZ WENDY	Deny	$286,570	$286,570	$0
202500312	R009105	TRIPLE T RENTALS LLC	Deny	$42,670	$42,670	$0
202500359	R001024	TULIP OWEN	Deny	$587,800	$587,800	$0
202500257	R040572	TZEDEK LLC ATTN MARC MALLORY	Deny	$837,360	$837,360	$0
202500505	R030972	VALENTINE ROBERT R	Deny	$4,422,840	$4,422,840	$0
202500356	R031116	VAN HEE MILES C	Adjust	$492,230	$468,790	-$23,440
202500357	R042464	VAN HEE MILES C	Adjust	$1,278,760	$1,320,910	$42,150
202500425	R014709	VAN KIRK JAMES	Adjust	$648,620	$545,530	-$103,090
202500554	R003988	VAN SCHAACK KATHERINE L	Deny	$40,050	$40,050	$0
202500556	R003994	VAN SCHAACK KATHERINE L	Deny	$134,000	$134,000	$0
202500555	R003993	VAN SCHAACK KATHERINE S	Deny	$26,700	$26,700	$0
202500131	R005954	VANCE IRENE	Adjust	$1,122,820	$1,069,350	-$53,470
202500147	R002919	VANDERBEEK BLACKLOCK FAMILY TRUST	Deny	$2,046,150	$2,046,150	$0
202500024	R009770	VAROGLU MARY	Deny	$1,301,860	$1,301,860	$0
202500527	R044352	VERHAEGHE MELISSA CHRISTINE	Deny	$510,920	$510,920	$0
202500216	R001028	VITULLI DEBORAH A	Deny	$560,990	$560,990	$0
202500424	R000037	WALMART REAL ESTATE BUSINESS TRUST	Deny	$5,644,380	$5,644,380	$0
202500085	R009196	WALTER RICHARD FRANCIS	Deny	$694,980	$694,980	$0
202500182	R008521	WARDENBURG CHRISTOPHER	Deny	$398,880	$398,880	$0
202500382	R040157	WARREN TONY	Deny	$113,980	$113,980	$0
202500339	R009104	WAUNITA HOT SPRINGS RANCH INC	Deny	$84,390	$84,390	$0
202500340	R008519	WAUNITA HOT SPRINGS RANCH INC	Deny	$4,026,100	$4,026,100	$0
202500700	P074047	WELLS FARGO VENDOR FINANCIAL SERVICES LLC	Adjust	$42,350	$780	-$41,570
202500701	P071397	WELLS FARGO VENDOR FINANCIAL SERVICES LLC	Adjust	$43,040	$0	-$43,040

APPEAL NO	ACCOUNT NO	OWNER NAME	APPEAL DECISION	NOV VALUE	NOD VALUE	CHANGE
202500020	R011856	WEST JOSEPH W	Deny	$567,220	$567,220	$0
202500207	R032276	WESTLING JEFF	Deny	$329,090	$329,090	$0
202500208	R073821	WESTLING JEFFREY SCOTT	Adjust	$32,340	$20,270	-$12,070
202500209	R033103	WESTLING JEFFREY SCOTT	Adjust	$390,540	$312,430	-$78,110
202500097	R032819	WIDENER STEPHEN A	Adjust	$353,470	$281,280	-$72,190
202500530	R010753	WILLIAMS AMY	Deny	$1,220,060	$1,220,060	$0
202500531	R070951	WILLIAMS AMY	Deny	$215,900	$215,900	$0
202500017	R016240	WILSON GEORGE AND KIMBERLEE TRUST	Adjust	$894,160	$663,570	-$230,590
202500304	R073081	WILSON SARAH PAIGE	Adjust	$440,820	$343,780	-$97,040
202500049	R070677	WILSON STEEV	Adjust	$847,140	$778,380	-$68,760
202500200	R031084	WINGATE PROPERTIES INC	Deny	$706,080	$706,080	$0
202500252	R009947	WOODWARD CLIFFORD JACK VINCENT	Adjust	$295,240	$285,270	-$9,970
202500459	R074593	WVF PROPERTIES LLC	Deny	$1,975,770	$1,975,770	$0
202500466	R074594	WVF PROPERTIES LLC	Deny	$1,948,930	$1,948,930	$0
202500467	R074596	WVF PROPERTIES LLC	Deny	$2,389,270	$2,389,270	$0
202500468	R074597	WVF PROPERTIES LLC	Deny	$1,986,690	$1,986,690	$0
202500469	R074730	WVF PROPERTIES LLC	Deny	$1,955,790	$1,955,790	$0
202500470	R074731	WVF PROPERTIES LLC	Deny	$1,930,310	$1,930,310	$0
202500471	R074866	WVF PROPERTIES LLC	Deny	$1,761,280	$1,761,280	$0
202500473	R074865	WVF PROPERTIES LLC	Deny	$2,245,130	$2,245,130	$0
202500474	R074867	WVF PROPERTIES LLC	Deny	$1,761,970	$1,761,970	$0
202500475	R074868	WVF PROPERTIES LLC	Deny	$1,713,140	$1,713,140	$0
202500476	R074869	WVF PROPERTIES LLC	Deny	$1,715,660	$1,715,660	$0
202500477	R074870	WVF PROPERTIES LLC	Deny	$1,813,160	$1,813,160	$0
202500478	R074864	WVF PROPERTIES LLC	Adjust	$787,730	$787,730	$0
202500136	R071457	WYMAN SUSAN A	Adjust	$1,073,650	$1,258,840	$185,190
202500597	P072316	XEROX FINANCIAL SERVICES LLC	Adjust	$70,770	$0	-$70,770
202500599	P072985	XEROX FINANCIAL SERVICES LLC	Adjust	$7,050	$0	-$7,050
202500600	P073241	XEROX FINANCIAL SERVICES LLC	Adjust	$530	$0	-$530
202500601	P073242	XEROX FINANCIAL SERVICES LLC	Adjust	$640	$0	-$640
202500602	P073243	XEROX FINANCIAL SERVICES LLC	Adjust	$1,240	$0	-$1,240
202500603	P074064	XEROX FINANCIAL SERVICES LLC	Adjust	$1,990	$0	-$1,990
202500604	P074650	XEROX FINANCIAL SERVICES LLC	Adjust	$1,810	$0	-$1,810
202500365	R042485	YAKLICH CINDI J	Deny	$30,000	$30,000	$0
202500366	R042481	YAKLICH CINDI J	Deny	$435,210	$435,210	$0
202500373	R013075	YOUNG CHRISTOPHER MICHAEL	Adjust	$330,290	$356,520	$26,230
202500102	R026950	ZILUCA JOSEPH H	Deny	$3,522,680	$3,522,680	$0
202500023	R027703	ZOBS DANA	Deny	$1,021,400	$1,021,400	$0

2025 Failure to Report Personal Property

ACCOUNTNO	OWNER
P071352	200 SOPRIS LLC
P072448	330 BELLEVIEW LLC
P072449	330 BELLEVIEW LLC
P072684	330 BELLEVIEW LLC
P072685	330 BELLEVIEW LLC
P000388	B AND B PRINTERS GUNNISON INC
P011083	BIRDSEY ENTERPRISES LLC
P072509	CB MOBILE MIX CONCRETE LLC
P071237	CB MOTORSPORTS
P051658	CHRISTOPHER KLEIN CONSTRUCTION INC
P072781	COAL CREEK DISTILLERY
P073964	COLORADO ADVENTURES RENTALS LLC
P073965	COLORADO ADVENTURES RENTALS LLC
P002565	CRESTED BUTTE CLUB LLC
P072681	CRESTED BUTTE CLUB LLC
P002644	CRISTIANA GUESTHAUS LLC
P074347	GUNNI GAL LLC
P006787	GUNNISON GOLF CLUB INC
P074348	HAVERKAMPF ANDREW
P071639	HIGH ALPINE BREWING
P070491	MONTANYA DISTILLERY
P070698	MONTANYA DISTILLERY
P015791	OXBOW MINING LLC
P051667	PITAS IN PARADISE
P073581	PITAS IN PARADISE
P072426	RIVERS EDGE PROPERTY LLC
P072429	SCARP RIDGE LLC
P072683	SCARP RIDGE LLC
P017937	SCENIC RIVER TOURS INC
P072879	SCENIC RIVER TOURS INC
P070465	SIEGRIST ROXANNE
P002522	SOUPCON BISTRO LLC
P006778	TAYLOR RIVER CANYON LLC
P071593	TWO KINDS OF SPURS LLC
P027061	TWOFOURTEEN LLC
P026480	UDEV PROPERTIES LLC
P006776	WAUNITA HOT SPRINGS RANCH INC
P027478	WOOD PRODUCT SIGNS RECYCLE PLUS, INC.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 8/19/25

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Draft BOCC Minutes; 8/19/25

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\MSchmidt Discharge Date: 8/27/2025

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

Agenda Date: 9/2/2025

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
August 19, 2025

The August 19, 2025 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:

Laura Puckett Daniels, Chairperson
Elizabeth Smith, Vice-Chairperson
Jonathan Houck, Commissioner
Sammy Obaid, Assistant County Attorney
Joni Reynolds, Assistant County Manager (ACM) Health, Human & Safety Services
Holly Perry, Clerk to the Board
Other Persons Present as Listed in Text

Due to Commissioner Puckett Daniels and Commissioner Smith being remote, Commissioner Houck will be running the meeting.

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

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

SPECIAL EVENT LIQUOR PERMIT 6-2025; CRESTED BUTTE SOUTH PROPERTY OWNERS ASSN; 8/23/2025 FROM 1:00 PM TO 7:00 PM:

Moved by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the special event liquor permit. Motion carried unanimously.

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

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

MINUTES APPROVAL: **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the August 5th Regular Meeting minutes as amended, per the discussion we just had on the record. Motion carried unanimously.

1. August 5, 2025 Regular Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

CONSENT AGENDA: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the consent agenda as presented. The motion was amended to include, to authorize the use of their stamps. Motion carried unanimously.

1. Acknowledgment of County Manager's Signature; Amendment to Agricultural Lease Agreement; Kelly and Vicki Hildreth; 9/6/2025 to 9/5/2026
2. Acknowledgment of County Manager's Signature; Agreement Between the Board of County Commissioners of the County of Gunnison, Colorado and BLR Aerospace, LLC for the Authorization of Flight-Testing Activities, the Use of the Helicopter Tether Test Pad and Provision of ARFF and Other Airport Services; Gunnison-Crested Butte Regional Airport; 8/1/2025 to 7/31/2027
3. Acknowledgment of County Manager's Signature; Underground Right-Of-Way Easement; Gunnison County Electric Association; Facilities
4. Professional Services Agreement; Jackalope Services, LLC; Blackstock Building; Facilities; 8/19/2025 to 7/30/2027; $52,050
5. Cancer Prevention and Early Detection Budget Increase for Fiscal Year 2025-2026; Health and Human Services; 6/30/2025 to 6/29/2026; $57,046
6. Local Planning and Support Dollars; Health and Human Services; 7/1/2025 to 6/30/2026; $127,694
7. Professional Services Agreement; T&A Enterprises; Courthouse; Facilities; 8/19/2025 to 7/30/2027; $73,200
8. Professional Services Agreement; Nomad Drafting and Design LLC; Facilities; 8/19/2025 to 12/31/2025; $3,400
9. State of Colorado Department of Human Services; PO, IHFA, 202600002065; Balance of State – Gunnison County; Health and Human Services; 7/2/2025 to 9/30/2025; $20,000
10. Professional Services Agreement; DeLoera Cleaning LLC; Health and Human Services Building; Facilities; 8/19/2025 to 7/30/2027; $30,000
11. Letter of Support; STOR Committee CPW Regional Partnership Initiative Grant Application
12. Professional Services Agreement; T&A Enterprises; Public Safety Center Building; Facilities; 8/19/2025 to 7/30/2027; $16,200
13. Professional Services Agreement; T&A Enterprises; Public Works Building; Facilities; 8/19/2025 to 7/30/2027; $16,200

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14. Ratification; Letter of Support; Support for Region 10 Enterprise Zone Redesignation Application & Request for Consideration of Gunnison County Enterprise Zone Designation
15. Commercial Lease Agreement; Gunnison Valley Regional Housing Authority (GVRHA); Facilities; 6/9/2025 to 12/31/2025; $18,340
16. Correspondence; Letter Regarding Wolf Reintroduction

HISTORIC PRESERVATION COMMISSION MEMBERS DISCUSSION: Geographic Information Services Manager Mike Pelletier was present for discussion.

GISM Pelletier explained the seven-member board currently has five members and has had difficulty getting a quorum due to attendance issues and requested the Board to advertise for additional members. GISM Pelletier then stated they are looking at potentially condensing the multiple resolutions regarding the Historic Preservation Commission into one piece as well. Commissioner Houck recommended a work session regarding those changes. The Board agreed to direct staff to place an ad for the Historic Preservation Commission vacancies as well as other vacancies currently open.

VOUCHERS AND TRANSFERS APPROVAL: Chief Finance Officer Melissa LaMonica presented the voucher approval report dated July 15, 2025 and the cash transfer authorization dated July 2025 for discussion and approval. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the vouchers in the amount of $5,275,290.90 as presented. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the cash transfer in the amount of $16,840,680.31. Motion carried unanimously.

TREASURER'S MONTHLY REPORT: County Treasurer Debbie Dunbar presented the July 2025 Treasurer's report, and investment report for discussion and acceptance. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to accept the Treasurer's Report and authorize the use of the Chair's stamp in accepting the report. Motion carried unanimously.

COMMISSIONER ITEMS:

Commissioner Smith:

1. Welcoming Week – Commissioner Smith shared there will be several events in coordination with the City of Gunnison and asked if the Board would be amendable to continue to support the activities. She then relayed some of the events that will be occurring during the week and that the ask is for $1,000 to $1,500 as well as items such as stickers. Commissioner Houck verified if she would come back with a fixed ask in a later meeting. The Board agreed they would be comfortable to fund up to $1,500.
2. Counties & Commissioners Acting Together (CCAT) – Commissioner Smith attended the retreat on the 7th and 8th of August and there were candid conversations with Speaker Julie McCluskie and Senator Jeff Bridges regarding the challenges on the ground for the proposed changes of Supplemental Nutrition Assistance Program (SNAP) benefits and the State match based on the error rate calculation as well as conversations regarding the cost shift to counties and to expand authorities to acquire funding. Commissioner Puckett Daniels relayed they have had conversations with the District Attorney's Office regarding funding as well and she let them know there are competing demands for the County's limited funds. Commissioner Smith commented that she struggles with cutting safety nets for most vulnerable across Colorado.
3. Gunnison Area Plan Special Area Regulation Meeting – Commissioner Smith and Commissioner Houck attended.
4. Gunnison Valley Regional Transportation Authority (RTA) – Commissioner Smith explained the impact fee proposal has been dropped and is no longer being pursued.
5. Tourism and Prosperity Partnership Board (TAPP) – Commissioner Smith met with Andrew Sandstrom regarding the TAPP budget. She also attended a meeting with Crested Butte Mountain Resort (CBMR), Vail and TAPP to discuss collaborations and how to work better with marketing, potential vulnerabilities, capital investments, and housing. Lastly, Commissioner Smith stated that CBMR was previously in Rocky Mountain's portfolio, and it has been acknowledged to put it into a region with experiences more so than geography.

Commissioner Puckett Daniels:

1. District Attorney (DA) Meeting – Commissioner Puckett Daniels attended this meeting remotely and she encouraged the DA to reach out directly to the county managers.
2. Water Congress – Commissioner Puckett Daniels is currently attending the conference and is excited about the conversations and for Gunnison County to have a voice.

Commissioner Houck:

1. Highlands and Lost Canyon Area – Commissioner Houck has been working with Assistant County Manager for Public Works Martin Schmidt and property owners over some road issues and reiterated the Code of the West philosophy.

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2. Mayors and Managers – Commissioner Houck attended at the Gunnison Library and there were conversations regarding the censorship and book banning litigation as well as other things occurring through the community.
3. Gunnison Valley Health Emergency Medical Services (EMS) Open House – Commissioner Houck attended the open house and received a tour.
4. SNO Trackers – Commissioner Houck met with Bob Davidson regarding a snow grooming proposal to the U.S. Forest Service in the Pitkin area.
5. Drought Contingency Task Force – Commissioner Houck relayed the final project proposal and scope is out for review and he has been providing feedback.
6. State Land Board – Commissioner Houck had a phone meeting with the State Land Board since none of the Board was able to attend the meeting in Alamosa to talk about big picture items for Gunnison County as well as what is working and what is challenging. He then commented he received an invitation to be a member of the Advisory Committee.
7. Spruce Beetle Epidemic & Aspen Decline Management Response (SBEADMR) and Taylor Park Adaptive Management (AMG) Tours – Commissioner Houck stated the tours occurred last week to discuss projects and the connection to the work in the field.
8. Colorado Counties, Inc. Steering Committees (CCI) Renewable Energy Group – Commissioner Houck met with the renewable energy group to discuss work done with Governor Bill Ritter and CSU staff.
9. United Wolf Coalition Working Group – Commissioner Houck explained they are providing some correspondence to the State regarding their concerns of wolf reintroduction.
10. Gunnison Outdoor Resource Protection (GORP) Act – Commissioner Houck met with Regional Director Hilary Henry from Senator Bennet's office and Delta County Commissioner Wendell Koontz to discuss the GORP Act.
11. Land Exchange for Mount Emmons – Commissioner Houck has been working with the U.S. Forest Service in removing the infrastructure at the Triple Peaks Ranch.
12. Colorado Parks and Wildlife (CPW) – Commissioner Houck met with Director Jeff Davis regarding wolf reintroduction and reiterated that Gunnison County has asked for a pause if the State cannot meet and fund the obligation in the plan.
13. Brad Baca – Commissioner Houck met with Western Colorado University (WCU) President Brad Baca to get a view on budgetary concerns moving forward.
14. Wildlife Commission – Commissioner Houck noted is not able to attend in person, but will attend remotely or attend the Loveland meeting in person to testify their concerns around the wolf issue.

UNSCHEDULED PUBLIC COMMENT:

1. Andy Spann – Mr. Spann is the President of the Gunnison County Stockgrowers' Association and wanted to state his appreciation for the support of the Board of County Commissioners regarding the wolf reintroduction.

ADJOURN: Commissioner Houck adjourned the meeting at 9:19 am.

_____
Laura Puckett Daniels, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

_____
Holly Perry, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

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Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *8/29/2025 thru 10/31/2025*

Board of County Commissioners

1. **BOCC Regular Meeting**
   September 2, 2025, All Day @ BOCC Boardroom
2. **Mayors & Managers Meeting - Hosted by Gunnison County**
   September 4, 2025, 12:00 PM - 1:30 PM
3. **BOCC Work Session**
   September 9, 2025, All Day @ BOCC Boardroom
4. **BOCC Regular Meeting**
   September 16, 2025, All Day @ BOCC Boardroom
5. **Planning Commission Meeting - Continued Joint Public Hearing Gunnison Area Plan Special Area Regulations**
   September 18, 2025, 8:45 AM - 12:00 PM @ BOCC Boardroom

   Continued Joint Public Hearing - Agenda and Packet materials to be added
6. **BOCC Work Session**
   September 23, 2025, All Day @ BOCC Boardroom
7. **City of Gunnison - Elected Officials Dinner**
   September 29, 2025, 6:00 PM
8. **BOCC Regular Meeting**
   October 7, 2025, All Day @ BOCC Boardroom
9. **BOCC Work Session**
   October 14, 2025, All Day @ BOCC Boardroom
10. **BOCC Regular Meeting**
    October 21, 2025, All Day @ BOCC Boardroom
11. **BOCC Work Session**
    October 28, 2025, All Day @ BOCC Boardroom

Gunnison County Organization

1. **Holiday - Labor Day - Offices Closed**
   September 1, 2025, All Day

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   October 21, 2025, All Day @ BOCC Boardroom

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Appointment; Gunnison Basin

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Acknowledgement of Appointment for the Gunnison Basin Sage-grouse Strategic Committee for the National Park Service; Brinnen Carter

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\MSchmidt Discharge Date: 8/25/2025

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 9/2/2025

Revised April 2015

United States Department of the Interior
NATIONAL PARK SERVICE
Black Canyon of the Gunnison National Park
Curecanti National Recreation Area
102 Elk Creek
Gunnison, CO 81230

IN REPLY REFER TO:

August 21, 2025

Gunnison County Board of County Commissioners,

The National Park Service (NPS) appoints Brinnen Carter as the regular member agency representative on the Gunnison Basin Sage Grouse Strategic Committee. Brinnen Carter is the Integrated Resource Manager for Curecanti National Recreation Area and Black Canyon of the Gunnison National Park, and has served in this role for 3 years. He is part of the park units' joint Leadership Team, and works closely with the wildlife program in the Resource Stewardship and Science Division.

We appoint Jessica Frey as the alternate National Park Service representative on the committee. Jessica Frey is the Wildlife Technician with 26 years of experience working in the Gunnison Basin with NPS, specifically with Gunnison sage-grouse for a substantial portion of that time. She has served as the alternate member since 2021 and has been familiar with the operations and activities of the Strategic Committee.

Thank you for your attention to this matter.

Sincerely,

Stuart West
Superintendent
Black Canyon of the Gunnison National Park
Curecanti National Recreation Area

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Gunny Bear Ventur

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Agreement to install landscaping at Sawtooth phase 2.

Fiscal Impact: 168000

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 8/26/2025

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

Comments:
Legally sufficient. SO 8/27/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/27/2025 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\MSchmidt Discharge Date: 8/27/2025

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

Agenda Date: 9/2/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the ___ day of September, 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 Gunny Bear Ventures, Inc., DBA Alpine Landscapes, whose address is P.O. Box 4228, Crested Butte, CO 81224 (herein "Contractor").

RECITALS

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

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2025, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its affordable housing strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed One Hundred

Sixty-Eight Thousand and No/100 U. S. Dollars ($168,000.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

5. INSURANCE.

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

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

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

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

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

($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any

manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. 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.

10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

11. 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.

12. TERMINATION.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. CONFLICT OF INTEREST.

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.

18. 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.

19. 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: Alpine Landscapes
P.O. Box 4228
Crested Butte, CO 81224

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

20. 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.

21. 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.

22. 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.

23. RECORDS.

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

24. 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: _____

Laura Puckett Daniels, Chairperson

ATTEST:

_____

Deputy Clerk

CONTRACTOR

By: _____

Mark LaMonica, Vice President
Sunny Bear Ventures, Inc.

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Alpine Landscapes

PO Box 4228
Crested Butte, CO 81224
+19702098335
service@alpinelandscapescb.com

Estimate

ADDRESS
John Cattles
Gunnison County

PROJECT
Sawtooth II

ESTIMATE	1133
DATE	08/18/2025
EXPIRATION DATE	08/22/2025

DESCRIPTION	AMOUNT
HARDSCAPE:	168,000.00

Prep, provide and install 3/4" blue granite drip edge / planting beds around perimeter of building and in all curbed islands around property.

All areas to include Weed Fabric under blue granite and structural dirt or road base where needed.

Grade, prep (remove rocks) and install structural dirt / road base (where needed) & amended topsoil to prep for sod area. Install metal edging to deliniate sod area from tree / shrub / planting beds adjacent to. western property line (jail). Planting bed will be "mulched" with 3/8" rose quartz, consistent with neighboring property.

Approx materials:
100 tons blue granite
53 tons of rose quartz
200 lf metal edging

Provide & install approx 100 tns of decorative blue granite boulders throughout property and around drainage grates - with rip/rap.

PLANT MATERIALS:

TREES: Provide and install (2) B&B Patmore Ash, 1.75" & 2" caliper, (4) 1.75" B&B Spring Snow Crabapple, (4) B&B 2.5" Narrowleaf Cottonwoods, (3) B&B 2.5" Chokecherry, (2) B&B 2" Serviceberry, and (2) B&B 5' Rocky Mountain Juniper.

Mulch and staking of trees included.

SHRUBS, GRASSES & PERENNIALS: Provide and install (300) #5 and (66) #1 Shrubs, Grasses and Perennials.

**Replaced 4,699 sf of perennial beds largely with grasses and shrub to be planted in groupings with boulders to minimize maintenance and maintain consistent drought-tolerant design with neighboring property

IRRIGATION INSTALLATION:

Provide parts and laber to install an estimated 2-3 sod zones, 4 shrub and tree drip zones. All zones will be

buried in boxes, and sprinkler heads will be set at grade. A new Rain Bird ESPME-3 controller will be installed for automation with WiFi capabilities.

First years blowout included in installation price.

DOES NOT include the cost of any plumbers or electricians associated with the needs of the install.

Allowance must be provided for time and material to locate and confirm the integrity of all existing conduit. This will be billed at $75/ man hour.

Irrigation system backed by a one year guarantee on parts and functionality.

NOTE:**Contractor will do their best to protect existing poured concrete curbing and sidewalks, and is not responsible for any damage caused by heavy equipment during installation.	0.00

Thank you for your business!
50% deposit is required upon acceptance of estimate.

TOTAL **$168,000.00**

Accepted By

Accepted Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature Please review and acknowledge

Parties to the Agreement: Parent Possible

Term Begins: July 1, 2025 **Term Ends:** **Grant Contract #:**

Summary:

The purpose of this grant is to provide funding to community-based organizations that serve children, youth, and their families with programs designed to prevent youth crime and violence, child abuse and neglect, youth alcohol, tobacco, marijuana and other

Fiscal Impact:

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 8/14/2025

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

Comments:
Legally sufficient. SO 8/19/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/19/2025 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jreynolds Discharge Date: 8/20/2025

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

Agenda Date: 9/2/2025

Revised April 2015

Docusign Envelope ID: 7713514F-DA88-4CF6-ADC4-F57CE55337DF

PARENT POSSIBLE TGYS-PAT SITE CONTRACT AMENDMENT #2 GUNNISON COUNTY HEALTH & HUMAN SERVICES

Parent Possible:	**Contractor:**
Parent Possible 800 Grant Street, Suite 200 Denver, CO 80203	Gunnison County Health & Human Services 220 N Spruce Street Gunnison, CO 81230
Contract Amendment Start Date:	**Contract Amendment Expiration Date:**
July 1, 2025	June 30, 2026
Current Contract Amendment Maximum Amount:	**Price Structure:**
$27,500	Cost Reimbursement
Fund Source:	
State general funds and cash funds (**CMS #:** 24 IHFA 183061, Amendment No 25 IHFA 198477)	
Purpose:	
The purpose of this grant is to provide funding to community-based organizations that serve children, youth, and their families with programs designed to prevent youth crime and violence, child abuse and neglect, youth alcohol, tobacco, marijuana and other drug use, and high school dropout as authorized by C.R.S. § 26-6.8-101 through 106. Eligible TGYS Grantees include local governments, schools, nonprofit organizations, state agencies, and institutions of higher education. TGYS Grantees serve children and youth ages 0-25, as well as parents, caregivers, mentors, and community members.	
Parent Possible Representative:	**Contractor Representative:**
Brian Conly Executive Director 800 Grant Street, Suite 200 Denver, CO 80203	Matthew Birnie County Manager 220 N Spruce Street Gunnison, CO 81230

Signature Page Begins On Next Page

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that Parent Possible and the State are relying on their representations to that effect and accept personal responsibility for any and all damages incurred for any errors in such representation.

Contractor
Gunnison County Health & Human Services

Signed by:
Matthew Birnie
D557D05BAE8C463...

Signature of Authorized Officer

Matthew Birnie

Print Name of Authorized Officer

County Manager

Print Title of Authorized Officer

8/26/2025

Date

PARENT POSSIBLE
BRIAN CONLY,
EXECUTIVE DIRECTOR

DocuSigned by:
[signature]
0645238041205414...

8/12/2025

Date

Amendment Effective Date: 7/1/2025

-- Signature and Cover Pages End --

Docusign Envelope ID: 7713514F-DA88-4CF6-ADC4-F57CE55337DF

1. PARTIES

This Amendment (the "Amendment") to the Original Contract and any prior amendments shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and Parent Possible/the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract and/or any prior amendments shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. Parent Possible/the State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or Cover Page for this Amendment or July 1, 2025, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

This Amendment modifies Exhibit A and B of the Contract Agreement and extends the contract agreement expiration date.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. The Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Amendment Expiration Date shown on the Signature and Cover Page for this Amendment.

B. The Contract Maximum Amount on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Amendment Maximum Amount shown on the Signature and Cover Page for this Amendment.

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C. Exhibit A – Statement of Work, attached and incorporated by reference, deletes, and replaces Exhibit A – Statement of Work of the prior amended contract.

D. Exhibit B – Budget, attached and incorporated by reference, deletes, and replaces Exhibit B – Budget of the prior amended contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

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STATEMENT OF WORK – EXHIBIT A

Parents as Teachers (PAT) is an evidence-based early childhood parent education and family support program serving families throughout pregnancy until their child completes kindergarten. The program provides personal visits during which PAT certified parent educators share age-appropriate child development information with parents and engage the family in activities that provide meaningful parent/child interaction. In addition to personal visits which are held at least monthly with each family, the program also provides monthly group meetings designed to relay information about child development and offer parents opportunities to interact and support one another. PAT programs also offer health, hearing, vision, and developmental screening to provide families with information about their child's health and developmental progress and to increase parents' understanding of their child's development, identify strengths, abilities, and areas of concern, and to refer families to community resources as appropriate. PAT program sites are also significant partners in their communities, working in collaboration with other early childhood and family services programs to ensure that families have the resources they need to be their child's best first teacher.

The Subgrantee, Gunnison County Health & Human Services, in accordance with the terms and conditions of this contract, shall perform and complete, in a timely and satisfactory manner, all activities described in the approved Statement of Work, which includes compliance with TGYS requirements, fidelity to the PAT program model (as outlined in the previous paragraph and the attached work plan), and conformity to all applicable standards for stewardship of public monies. Specifically:

1. The Subgrantee shall commit to all activities in the Parent Possible PAT Memorandum of Agreement.

2. The Subgrantee shall adhere to the 21 Essential Requirements indicated by the PAT National Center to achieve and sustain model fidelity.

3. At least one individual from Subgrantee shall attend mandatory orientation via webinar at the start of the funding cycle to ensure program is implemented with fidelity and data collection/financial reporting systems are in place.

4. The Subgrantee shall attend (or watch the recording for) required Parent Possible trainings, webinars, and meetings throughout the program year including the monthly PAT topical call.

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5. The Subgrantee shall maintain their Affiliate status as a Parents as Teachers program in good standing, completing all necessary requirements for supervisor and parent educator training and certification/re-certification, as outlined by the Parents as Teachers National Center and Parent Possible.

6. The Subgrantee shall track all required programmatic and fiscal information and meet deadlines for submitting reports to Parent Possible as requested. The Subgrantee shall provide data to Parent Possible as requested to support the obligation to provide comprehensive statewide PAT reports to TGYS. Reporting expectations include:
    - Monthly reimbursement requests that are accurate and complete
    - Regular and ongoing data entry into Visit Tracker
    - Participation in the Colorado PAT TGYS evaluation plan (including implementation and outcomes survey)
    - Submission of the National PAT Affiliate Performance Report, Annual Affiliate fee, and staff model certification fees.

7. The Subgrantee will submit to one fiscal monitoring and desk audit per year, including providing all requested documentation of fiscal policies and supporting materials.

8. The Subgrantee will have a written recruitment and enrollment strategy in place to ensure the maximum number of eligible families are served. The Subgrantee will meet and maintain projected caseload and reach the target population to include at least the following:

Counties:	**Gunnison County**
Numbers Served:	**22 children**
	18 families

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Goal	Activity to Reach Goal	Expected Outputs & Outcomes (Deliverables)
Increase connections to caring adults.	Monthly or twice monthly personal visits to increase parent knowledge of child development, improve parenting practices, provide early detection of developmental delays and health issues, prevent child abuse and neglect, and increase school readiness.	By June 30, 2026, PAT site will recruit agreed upon caseload of families and children to participate in the PAT program. During this time frame, home visitors will deliver monthly or bi-monthly PAT personal visits, depending on family need. Participation and services will be tracked through Visit Tracker. 90% of parents enrolled in the PAT program will report improved relationships with their child(ren) as measured through parent surveys and the PICCOLO assessment. Parent surveys will be completed online or on paper. Parent educators will complete a PICCOLO assessment with each eligible family and enter results into Visit Tracker.
Increase connections to positive peer relationships, social networks, and social supports.	Group Connections to help parents build social connections with other participants. Topics are selected with input from families and should provide opportunities to build peer connections and engage in experiences that promote empowerment and leadership.	By June 30, 2026, PAT site will provide a minimum of 10 group connections for parents to learn about other local resources, to discuss and share individual and common concerns, and to reduce social isolation. The number of families participating in monthly group meetings will be tracked through Visit Tracker and the use of sign in sheets. 90% of parents will report feeling connected to friends or resources in their communities as measured through parent surveys. Parent surveys will be completed online or on paper.

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Increase exposure to positive activities, community, and environments	Group connections for parents to engage in enrichment activities related to parenting, employment, school/ community/social services, DEI, and personal growth.	By June 30, 2026, PAT site will provide a minimum of 10 group connections for parents to learn about other local resources, to discuss and share individual and common concerns, and reduce social isolation. The number of families participating in monthly group meetings will be tracked through Visit Tracker and the use of sign in sheets. By the end of the program, 90% of parents will report having opportunities to learn about DEI and be involved in addressing community issues as measured through parent surveys. Parent surveys will be completed online or on paper.

PREVENTION SPECIFIC GOALS:

Goal	Activity to Reach Goal	Expected Outputs & Outcomes (Deliverables)
Increase identification of family needs and connections to appropriate services.	Resource and Referral to allow parent educators to identify needs and connect families to local resources.	By June 30, 2026, 90% of families will complete a family centered assessment and will set at least one goal. By June 30, 2026, 90% of families enrolled in the PAT program will be referred to additional resources if needed to meet family needs and increase parental resilience. Parent educators will enter each family centered assessment, goal set, and resource connection in Visit Tracker. By the end of the program, 90% of parents will report feeling connected to resources in their communities and that PAT supports families in reaching their goals as measured through parent surveys. Parent surveys will be completed online or on paper.

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Increase family and child social and emotional skills.	Personal visits to deliver curriculum, facilitate the parent/child relationship, and address issues and concerns parents are facing; Resource connections to additional services to ensure families receive necessary supports; Health & Developmental Screenings	By June 30, 2026, PAT site will recruit agreed upon caseload of parents and children to participate in the PAT program. Parent educators will deliver monthly or bi-monthly PAT personal visits, based on family need. Participation and services will be tracked in Visit Tracker. By June 30, 2026, 90% of families enrolled in the PAT program will be referred to additional resources if needed to meet family needs and increase parental resilience. All data will be tracked in Visit Tracker. By June 30, 2026, 90% of children enrolled in PAT will be screened for possible developmental and social emotional delays, and referrals will be made for follow up as necessary. 90% of parents enrolled in the PAT program will report increased knowledge of child development and healthy family development as measured through parent surveys. Parent surveys will be completed online or on paper.
Increase parent/caregiver & child/youth relationships.	Personal visits to support the development of skills, confidence, and knowledge that support the strengthening of the parent-child relationship.	By June 30, 2026, agreed upon caseload of families will complete monthly or bi-monthly personal visits using the PAT curriculum. These visits will be recorded by parent educators in Visit Tracker. 90% of parents enrolled in the PAT program will report improved relationships with their child(ren) as measured through parent surveys and the PICCOLO assessment. Parent surveys will be completed online or on paper. Parent educators will complete a PICCOLO assessment with each eligible family and enter results into Visit Tracker.

Docusign Envelope ID: 7713514F-DA88-4CF6-ADC4-F57CE55337DF

The Subgrantee has selected Shonna Gray as the primary PAT Program Supervisor.

The PAT Program Supervisor reports to: Joni Reynolds.

Both the PAT Program Supervisor and their supervisor have read and understand the duties outlined in this Contract.

DocuSigned by:
Shonna Gray
FC1F120934984F7...

Signature of PAT Program Supervisor

DocuSigned by:
Joni Reynolds
16E71D46CCE9492...

Signature of Supervisor of the PAT Program Supervisor

Docusign Envelope ID: 7713514F-DA88-4CF6-ADC4-F57CE55337DF

Colorado Parents as Teachers Program Site - Exhibit B
TGYS Funding Budget 2025-2026

Agency Name	Gunnison County Health & Human Services	Budget Period	7/1/2025-6/30/2026

Expenditure Categories

PERSONNEL SERVICES

Position Title / Employee Name	Description of Work For hourly employees, please include the hourly rate and number of hours in your description. Include number of months budgeted.	Gross Salary	Fringe	Total TGYS Request	Total Program Budget
PAT Educator/Migeeli Arias	PAT Educator 40 hours/week for 12 months/year. Hrly wage: $32	$66,560.00	$11,440.00	$15,000.00	$62,400.00
PAT Educator/Sydney Olson	PAT Educator 20 hours/week for 12 months/year. Hrly wage: 30	$31,200.00	$5,720.00	$8,000.00	$36,920.00
Total Personal Services		**$97,760.00**	**$17,160.00**	**$23,000.00**	**$99,320.00**

SUPPLIES & OPERATING

Item	Description of Item Operating Expenses can include Facilities & Admin costs as line items if not requesting IDC	Total TGYS Request	Total Program Budget
Books & Subscriptions	Parent Books/Supplies; PAT Oliver Subscription	$1,000.00	$3,000.00
Office/Operating Supplies	Day to day items and needs for meeting with clients	$900.00	$5,000.00
PAT Affiliate Fee	PAT Annual Affiliate Fee	$0.00	$2,200.00
Training	Training for staff	$500.00	$500.00
Conference	Conference Attendance	$320.00	$1,000.00
Advertising	Community Advertising	$0.00	$500.00
Total Supplies & Operating Expenses		**$2,720.00**	**$12,200.00**

TRAVEL

Item	Description of Item For mileage, include rate and estimated number of miles (must be 90% of current IRS rate or lower)	Total TGYS Request	Total Program Budget
Lodging	Lodging for traveling	$680.00	$2,000.00
Mileage	Mileage for travel to conference and for home visits @ .60/mi	$700.00	$1,400.00
Meals for traveling	Meals for traveling	$400.00	$800.00
Total Travel		**$1,780.00**	**$4,200.00**

CONTRACTUAL (payments to third parties or entities)

Item	Subcontractor / Entity Name	Total TGYS Request	Total Program Budget
Total Contractual		**$0.00**	**$0.00**

INDIRECT

Item	Description of Rate / Item	Total TGYS Request	Total Program Budget
Negotiated Indirect cost rate (Federal) - attach NICRA notice			XXXXXXXXXXXXXX
Indirect rate of 10% if you do not have a Negotiated Indirect cost			XXXXXXXXXXXXXX
Total Indirect		**$0.00**	XXXXXXXXXXXXXX

TOTAL TGYS REQUEST	**$27,500.00**
Total Program Budget	**$115,720.00**
TGYS Request as a % of Program Budget, if Awarded	**23.76%**

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PARENT POSSIBLE TGYS-PAT SITE CONTRACT
GUNNISON COUNTY HEALTH & HUMAN SERVICES

Parent Possible:	**Contractor:**
Parent Possible 800 Grant Street, Suite 200 Denver, CO 80203	Gunnison County Health & Human Services 220 N Spruce Street Gunnison, CO 81230
Contract Start Date:	**Contract Expiration Date:**
July 1, 2024	June 30, 2025
Contract Maximum Amount:	**Price Structure:**
$27,500	Cost Reimbursement
Fund Source:	
State general funds and cash funds (**CMS #:** 24 IHFA 183061, Amendment No 25 IHFA 190681)	
Purpose:	
The purpose of this Contract is to provide grant funding to community-based organizations that serve children, youth, and their families with programs designed to prevent youth crime and violence, child abuse and neglect, youth alcohol, tobacco, marijuana and other drug use, and high school dropout as authorized by C.R.S. § 26-6.8-101 through 106. Eligible TGYS Grantees include local governments, schools, nonprofit organizations, state agencies, and institutions of higher education. TGYS Grantees serve children and youth ages 0-25, as well as parents, caregivers, mentors, and community members.	
Parent Possible Representative:	**Contractor Representative:**
Brian Conly Executive Director 800 Grant Street, Suite 200 Denver, CO 80203	Matthew Birnie County Manager 220 N Spruce Street Gunnison, CO 81230

Signature Page Begins On Next Page

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Docusign Envelope ID: C37B4538-C235-4A1E-8622-20876B76C4E9

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that Parent Possible and the State are relying on their representations to that effect and accept personal responsibility for any and all damages incurred for any errors in such representation.

Contractor
Gunnison County Health & Human Services

DocuSigned by:
Matthew Birnie
Signature of Authorized Officer

Matthew Birnie
Print Name of Authorized Officer

County Manager
Print Title of Authorized Officer

8/7/2024
Date

PARENT POSSIBLE
BRIAN CONLY,
EXECUTIVE DIRECTOR

DocuSigned by:
954E2280129541A...

7/29/2024
Date

-- Signature and Cover Pages End --

Docusign Envelope ID: C37B4538-C235-4A1E-8622-20876B76C4E9

1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and Parent Possible/the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. Parent Possible/the State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or Cover Page for this Amendment or July 1, 2024, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

This Amendment modifies **§7.A, §11, §19.E**, Exhibit A and B of the Contract Agreement and extends the contract agreement expiration date. Also includes the addition of Exhibit C.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

C. **§7.A** (Contractor Records – Monitoring) is amened as follows: Contractor shall

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maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"), **including but not limited to all documentation of hiring, employment verification, background checking, and payment to staff who perform any Work related to the Contract, regardless of whether they were paid directly by the Contract**. Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

D. **§11** (Breach of Contract) is amended as follows: In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, Parent Possible/the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; **if the Contractor is found not to be following state and federal laws regarding unfair employment practices or any other actions that might jeopardize Parent Possible's status as a state-funded entity,** or if Contractor is debarred or suspended under §24-109-105, C.R.S., Parent Possible/the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

E. **§19.E** (Colorado Special Provisions – Compliance with Law) is amended as follows: Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. **Contractor specifically agrees that all employment associated with the work of this Contract is in compliance with DOL 1235-AA43, Final Rule for Employee or Independent Contractor Classification under the Fair Labor Standards Act, effective March 11, 2024. Contractor further understands that failure to adhere to the DOL Rule may result in termination of this contract by Parent Possible / the State, return of funds deemed in violation, and/or further remedy as deemed reasonable and necessary by Parent Possible/the State as per §12 of the Contract.**

F. Exhibit A-1 – Statement of Work, attached and incorporated by reference, deletes,

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and replaces Exhibit A – Statement of Work of the amended contract.

G. Exhibit B.2 – Budget, attached and incorporated by reference, deletes, and replaces Exhibit B – Budget of the amended contract.

H. Exhibit C – OCYF Nondiscrimination Policy is hereby added to the contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

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STATEMENT OF WORK – EXHIBIT A

Parents as Teachers (PAT) is an evidence-based early childhood parent education and family support program serving families throughout pregnancy until their child completes kindergarten. The program provides personal visits during which PAT certified parent educators share age-appropriate child development information with parents and engage the family in activities that provide meaningful parent/child interaction. In addition to personal visits which are held at least monthly with each family, the program also provides monthly group meetings designed to relay information about child development and offer parents opportunities to interact and support one another. PAT programs also offer health, hearing, vision, and developmental screening to provide families with information about their child's health and developmental progress and to increase parents' understanding of their child's development, identify strengths, abilities, and areas of concern, and to refer families to community resources as appropriate. PAT program sites are also significant partners in their communities, working in collaboration with other early childhood and family services programs to ensure that families have the resources they need to be their child's best first teacher.

The Subgrantee, Gunnison, in accordance with the terms and conditions of this contract, shall perform and complete, in a timely and satisfactory manner, all activities described in the approved Statement of Work, which includes compliance with TGYS requirements, fidelity to the PAT program model (as outlined in the previous paragraph and the attached work plan), and conformity to all applicable standards for stewardship of public monies. Specifically:

1. The Subgrantee shall commit to all activities in the Parent Possible PAT Memorandum of Agreement.

2. The Subgrantee shall adhere to the 21 Essential Requirements indicated by the PAT National Center to achieve and sustain model fidelity.

3. At least one individual from Subgrantee shall attend mandatory orientation via webinar at the start of the funding cycle to ensure program is implemented with fidelity and data collection/financial reporting systems are in place.

4. The Subgrantee shall attend (or watch the recording for) required Parent Possible trainings, webinars, and meetings throughout the program year including the monthly PAT topical call.

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5. The Subgrantee shall maintain their Affiliate status as a Parents as Teachers program in good standing, completing all necessary requirements for supervisor and parent educator training and certification/re-certification, as outlined by the Parents as Teachers National Center and Parent Possible.

6. The Subgrantee shall track all required programmatic and fiscal information and meet deadlines for submitting reports to Parent Possible as requested. The Subgrantee shall provide data to Parent Possible as requested to support the obligation to provide comprehensive statewide PAT reports to TGYS. Reporting expectations include:
    - Monthly reimbursement requests that are accurate and complete
    - Regular and ongoing data entry into Visit Tracker
    - Participation in the Colorado PAT TGYS evaluation plan (including implementation and outcomes survey)
    - Submission of the National PAT Affiliate Performance Report, Annual Affiliate fee, and staff model certification fees.

7. The Subgrantee will submit to one fiscal monitoring and desk audit per year, including providing all requested documentation of fiscal policies and supporting materials.

8. The Subgrantee will have a written recruitment and enrollment strategy in place to ensure the maximum number of eligible families are served. The Subgrantee will meet and maintain projected caseload and reach the target population to include at least the following:

Counties:	**Gunnison County**
Numbers Served:	**15 children**
	10 families

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Goal	Activity to Reach Goal	Expected Outputs & Outcomes (Deliverables)
Increase connections to caring adults.	Monthly or twice monthly personal visits to increase parent knowledge of child development, improve parenting practices, provide early detection of developmental delays and health issues, prevent child abuse and neglect, and increase school readiness.	By June 30, 2025, PAT site will recruit agreed upon caseload of families and children to participate in the PAT program. During this time frame, home visitors will deliver monthly or bi-monthly PAT personal visits, depending on family need. Participation and services will be tracked through Visit Tracker. 90% of parents enrolled in the PAT program will report improved relationships with their child(ren) as measured through parent surveys and the PICCOLO assessment. Parent surveys will be completed online or on paper. Parent educators will complete a PICCOLO assessment with each eligible family and enter results into Visit Tracker.
Increase connections to positive peer relationships, social networks, and social supports.	Group Connections to help parents build social connections with other participants. Topics are selected with input from families and should provide opportunities to build peer connections and engage in experiences that promote empowerment and leadership.	By June 30, 2025, PAT site will provide a minimum of 10 group connections for parents to learn about other local resources, to discuss and share individual and common concerns, and to reduce social isolation. The number of families participating in monthly group meetings will be tracked through Visit Tracker and the use of sign in sheets. 90% of parents will report feeling connected to friends or resources in their communities as measured through parent surveys. Parent surveys will be completed online or on paper.

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Increase exposure to positive activities, community, and environments	Group connections for parents to engage in enrichment activities related to parenting, employment, school/ community/social services, DEI, and personal growth.	By June 30, 2025, PAT site will provide a minimum of 10 group connections for parents to learn about other local resources, to discuss and share individual and common concerns, and reduce social isolation. The number of families participating in monthly group meetings will be tracked through Visit Tracker and the use of sign in sheets. By the end of the program, 90% of parents will report having opportunities to learn about DEI and be involved in addressing community issues as measured through parent surveys. Parent surveys will be completed online or on paper.

PREVENTION SPECIFIC GOALS:

Goal	Activity to Reach Goal	Expected Outputs & Outcomes (Deliverables)
Increase identification of family needs and connections to appropriate services.	Resource and Referral to allow parent educators to identify needs and connect families to local resources.	By June 30, 2025, 90% of families will complete a family centered assessment and will set at least one goal. By June 30, 2025, 90% of families enrolled in the PAT program will be referred to additional resources if needed to meet family needs and increase parental resilience. Parent educators will enter each family centered assessment, goal set, and resource connection in Visit Tracker. By the end of the program, 90% of parents will report feeling connected to resources in their communities and that PAT supports families in reaching their goals as measured through parent surveys. Parent surveys will be completed online or on paper.

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Increase family and child social and emotional skills.	Personal visits to deliver curriculum, facilitate the parent/child relationship, and address issues and concerns parents are facing; Resource connections to additional services to ensure families receive necessary supports; Health & Developmental Screenings	By June 30, 2025, PAT site will recruit agreed upon caseload of parents and children to participate in the PAT program. Parent educators will deliver monthly or bi-monthly PAT personal visits, based on family need. Participation and services will be tracked in Visit Tracker. By June 30, 2025, 90% of families enrolled in the PAT program will be referred to additional resources if needed to meet family needs and increase parental resilience. All data will be tracked in Visit Tracker. By June 30, 2025, 90% of children enrolled in PAT will be screened for possible developmental and social emotional delays, and referrals will be made for follow up as necessary. 90% of parents enrolled in the PAT program will report increased knowledge of child development and healthy family development as measured through parent surveys. Parent surveys will be completed online or on paper.
Increase parent/caregiver & child/youth relationships.	Personal visits to support the development of skills, confidence, and knowledge that support the strengthening of the parent-child relationship.	By June 30, 2025, agreed upon caseload of families will complete monthly or bi-monthly personal visits using the PAT curriculum. These visits will be recorded by parent educators in Visit Tracker. 90% of parents enrolled in the PAT program will report improved relationships with their child(ren) as measured through parent surveys and the PICCOLO assessment. Parent surveys will be completed online or on paper. Parent educators will complete a PICCOLO assessment with each eligible family and enter results into Visit Tracker.

Docusign Envelope ID: C37B4538-C235-4A1E-8622-20876B76C4E9

The Subgrantee has selected Shonna Gray as the primary PAT Program Supervisor.

The PAT Program Supervisor reports to: Joni Reynolds.

Both the PAT Program Supervisor and their supervisor have read and understand the duties outlined in this Contract.

_____

Signature of PAT Program Supervisor

DocuSigned by:

Matthew Birnie

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Signature of Supervisor of the PAT Program Supervisor

Docusign Envelope ID: C37B4538-C235-4A1E-8622-20876B76C4E9

Colorado Parents as Teachers Program Site - Exhibit B
TGYS Funding Budget 2024-2025

Agency Name	Gunnison County Health & Human Services	Budget Period	7/1/2024-6/30/2025

Expenditure Categories

PERSONNEL SERVICES

Position Title / Employee Name	Description of Work For hourly employees, please include the hourly rate and number of hours in your description. Include number of months budgeted.	Gross Salary	Fringe	Total TGYS Request	Total Program Budget
PAT Educator/ Migeeli Arias	PAT Educator 32 hrs/week for 12months/year. Hourly Wage $30/hr	$49,920.00	$5,491.20	$12,000.00	$49,920.00
PAT Educator/ Open Position	PAT Educator 10 hours/Week for 12 months/year. Hourly wage: $28	$14,560.00	$0.00	$10,000.00	$14,560.00
	Total Personal Services	**$64,480.00**	**$5,491.20**	**$22,000.00**	**$64,480.00**

SUPPLIES & OPERATING

Item	Description of Item Operating Expenses can include Facilities & Admin costs as line items if not requesting IDC	Total TGYS Request	Total Program Budget
Books & Subscriptions	Parent books/supplies	$980.00	$2,000.00
Office/Operating Supplies	Day to day items to help get things started for new staff and needs for meeting with clients	$900.00	$5,000.00
PAT Affiliate Fee	PAT Annual Affiliate Fee	$0.00	$2,200.00
Advertising	Community Advertising	$0.00	$500.00
Training	Training for staff	$1,340.00	$1,500.00
Conference	Conference Attendance	$500.00	$1,000.00
	Total Supplies & Operating Expenses	**$3,720.00**	**$12,200.00**

TRAVEL

Item	Description of Item For mileage, include rate and estimated number of miles (must be 90% of current IRS rate or lower)	Total TGYS Request	Total Program Budget
Lodging	Lodging for traveling	$680.00	$1,360.00
Mileage	Mileage for travel for conferences and mileage for home visits @ $0.60/mile	$700.00	$1,400.00
Meals	Meals for traveling	$400.00	$800.00
	Total Travel	**$1,780.00**	**$3,560.00**

CONTRACTUAL (payments to third parties or entities)

Item	Subcontractor / Entity Name	Total TGYS Request	Total Program Budget
	Total Contractual	**$0.00**	**$0.00**

INDIRECT

Item	Description of Rate / Item	Total TGYS Request	Total Program Budget
Negotiated Indirect cost rate (Federal) - attach NICRA notice			XXXXXXXXXXXXXX
Indirect rate of 10% if you do not have a Negotiated Indirect cost			XXXXXXXXXXXXXX
	Total Indirect	**$0.00**	XXXXXXXXXXXXXX

TOTAL TGYS REQUEST	**$27,500.00**
Total Program Budget	**$80,240.00**
TGYS Request as a % of Program Budget, if Awarded	**34.27%**

Docusign Envelope ID: C37B4538-C235-4A1E-8622-20876B76C4E9

Exhibit C - OCYF Nondiscrimination Policy

In alignment with Colorado Department of Human Services' (CDHS) mission, "Together, we empower Coloradans to thrive," it is necessary to ensure the equal opportunity, civil rights, and safety of clients served through the Office of Children Youth and Families (OCYF) and that those that receive our funds support all of our clients.

Definitions

Gender identity: An individual's innate sense of the individual's own gender, which may or may not correspond with the individual's sex assigned at birth.

Gender expression: An individual's way of reflecting and expressing the individual's gender to the outside world, typically demonstrated through appearance, dress, and behavior.

Familial status: Status that includes children under the age of 18 in the household.

Marital status (or civil status): Distinct options that describe a person's relationship with a significant other. A person's state of being single, married, separated, divorced, or widowed. A person's specified civil status might also be married if they are in a civil union or common-law marriage. The civil status of a person who is legally separated is married.

Sexual orientation: An inherent or immutable enduring emotional, romantic or sexual attraction to other people.

Sub-recipients: County departments of human/social services (county departments) and OCYF contractors, subcontractors, grantees, and vendors who receive funding assistance through OCYF in order to provide services or benefits to clients.

Vendor/Contractor agrees to act in a manner consistent with State of Colorado Purchase Order Terms and Conditions Section 28 (see https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions), all applicable nondiscrimination laws, as well as the State of Colorado Department of Human Services ("CDHS") Office of Children, Youth, and Families ("OCYF") nondiscrimination terms set forth herein.

Vendor/Contractor agrees that in its performance of this agreement it shall not discriminate based on race, color, ethnic group, national origin, age, religion, mental or physical disability, sex, sexual orientation, gender identity and expression, marital status, familial status, pregnancy, veteran status, or HIV status ("protected characteristics").

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PARENT POSSIBLE TGYS/PAT SITE CONTRACT
GUNNISON COUNTY HEALTH AND HUMAN SERVICES

Parent Possible:	**Grantee:**
Parent Possible 800 Grant Street, Suite 200 Denver, CO 80203	Gunnison County Health & Human Services 220 N Spruce Street Gunnison, CO 81230
Contract Date:	**Contract Expiration Date:**
November 1, 2022	June 30, 2023
Contract Maximum Amount:	**Price Structure:**
$30,000	Cost Reimbursement
Fund Source:	
State General Funds, and/or cash funds	
Purpose:	
Provide the PAT program with families of young children in an effort to prevent child abuse and neglect.	
Parent Possible Representative:	**Grantee Representative:**
Heather Tritten Executive Director 800 Grant Street, Suite 200 Denver, CO 80203	Matthew Birnie County Manager 220 N Spruce Street Gunnison, CO 81230

DocuSign Envelope ID: 937008E0-9E7E-47E4-855B-DFFBBDEE7F0E

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf.

Grantee:
GUNNISON COUNTY HEALTH AND HUMAN SERVICES

Signature of Authorized Officer

Matthew Birnie
Print Name of Authorized Officer

Gunnison County Manager
Print Title of Authorized Officer

12-21-2022
Date

HEATHER TRITTEN, EXECUTIVE DIRECTOR

By

January 3, 2023
Date

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and Parent Possible, acting as the intermediary funding partner for the Tony Grampsas Youth Services grant from the State of Colorado Department of Human Services (the "State"). Grantee and Parent Possible agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Contract Date shown on the Cover Page for this Agreement. The State/Parent Possible shall not be bound by any provision of this Agreement before the Contract Date and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Contract Date or after the Contract Expiration Date.

B. Initial Term

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

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term at the same rates and under the same terms specified in this Agreement. In order to exercise this option, Parent Possible shall provide written notice to Grantee.

D. Early Termination in the Public Interest

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

i. Method and Content

The State shall notify Parent Possible who will notify Grantee of such termination. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

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

iii. Payments

If the State terminates this Agreement in the public interest, Parent Possible shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, less payments previously made.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

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

D. "**Business Day**" means any day other than Saturday, Sunday or a legal holiday as listed in §24-11-101(1), C.R.S.

E. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

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

G. "**Effective Date**" means the contract beginning date, as shown on the Cover page for this Agreement.

H. "**Exhibits**" means the following exhibits attached to this Agreement:

Exhibit A – Statement of Work

Exhibit B - Budget

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I. **"Extension Term"** means the time period defined in §**2.C.**

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

K. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 et. seq. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

L. "**Initial Term**" means the time period defined in **§2.B.**

M. "**Party**" means Parent Possible or Grantee, and "Parties" means both Parent Possible and Grantee.

N. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

O. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S.

P. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

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

R. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information

or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to 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.

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

T. "**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.

U. "**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.

V. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work.

W. "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

X. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

Y. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in the Statement of Work. Parent Possible shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. Parent Possible shall not pay Grantee any amount under this Agreement that exceeds the Grant Maximum Amount shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. Parent Possible shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in the Statement of Work.

b. Grantee shall initiate payment requests by invoice to Parent Possible, in a form and manner approved by Parent Possible.

c. Parent Possible shall pay each invoice within 45 days following receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by Parent Possible during the term that the invoice covers. If Parent Possible determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Payment Disputes

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

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's/Parent Possible's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's/Parent Possible's liability for such payments

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shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State/Parent Possible may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State/Parent Possible shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.D**.

6. REPORTING - NOTIFICATION

A. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify Parent Possible of such action and deliver copies of such pleading or document to Parent Possible's Executive Director.

B. Performance and Final Status

Grantee shall submit all financial, performance and other reports as defined in the Statement of Work (Exhibit A)

7. GRANTEE RECORDS

A. Maintenance

Grantee shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Grantee Records"). Grantee Records shall include all records, documents, communications, notes and other materials maintained by Grantee that relate to any Work performed by Subcontractors and Grantee shall maintain all records related to the Work performed to ensure proper performance of that Work. Grantee shall maintain such records until the last to occur of: **(i)** the date 3 years after the date this Agreement expires or is terminated, **(ii)** final payment under this Agreement is made, **(iii)** the resolution of any pending Agreement matters, or **(iv)** if an audit is occurring, or Grantee has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit Parent Possible/the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from Parent Possible/the State, unless Parent

Possible/the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

Parent Possible/the State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by Parent Possible/the State. Parent Possible/the State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to Parent Possible a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or

Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify Parent Possible immediately and cooperate with Parent Possible/the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by Parent Possible/the State.

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.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to Parent Possible/the State

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

D. Grantee shall maintain a written conflict of interest policy. Grantee shall provide the written conflict of interest policy to the State upon request.

10. INSURANCE

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

A. Workers' Compensation

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

B. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

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

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights

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through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii), if Grantee has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Grantee shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii), if Grantee has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Grantee shall maintain limits of not less than $100,000.

E. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Additional Insured

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

H. Primacy of Coverage

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

I. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to Parent Possible within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

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

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K. Public Entities

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

L. Certificates

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

11. BREACH OF AGREEMENT

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

12. REMEDIES

A. Parent Possible/State's Remedies

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If Grantee is in breach under any provision of this Agreement and fails to cure such breach, Parent Possible/the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. Parent Possible/the State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, Parent Possible/the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

Notwithstanding any other remedial action by Parent Possible/the State and to the extent permitted by law, Grantee shall remain liable to Parent Possible/the State for any damages sustained by Parent Possible/the State in connection with any breach by Grantee, and Parent Possible/the State may withhold payment to Grantee for the purpose of mitigating Parent Possible/the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. Parent Possible/the State may withhold any amount that may be due Grantee as deemed

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necessary to protect Parent Possible/the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

Parent Possible, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

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

d. Intellectual Property

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

B. Grantee's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to Parent Possible's Executive Director.

B. Resolution of Controversies

If the initial resolution described in §13.A**13.A** fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by Parent Possible to the Board Chair of Parent Possible.

14. NOTICES AND REPRESENTATIVES

Each individual identified on the Cover and Signature Page for this Agreement shall be the principal representative of the designating Party. Either Party may change its principal representative or principal representative contact information by notice without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Grantee grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Grantee that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs,

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

C. Exclusive Property of Grantee

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

16. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of Parent Possible. Grantee shall submit to Parent Possible a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and Parent Possible/the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§16.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, Parent Possible/the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-

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through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

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

O. Third Party Beneficiaries

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

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations.

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

T. Training

Grantee shall participate in all Parent Possible mandated trainings through the term of this Agreement.

U. Serve Colorado Policies and Procedures

Grantee must adhere to the AmeriCorps State and National Grants Terms and Conditions.

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

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

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

This Agreement shall not be valid until it has been signed by both Parties.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

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

C. **GOVERNMENTAL IMMUNITY.**

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

D. **INDEPENDENT CONTRACTOR**

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

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of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. **COMPLIANCE WITH LAW.**

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

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

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

G. **PROHIBITED TERMS.**

Any term included in this Agreement that requires Parent Possible/the State to indemnify or hold Grantee harmless; requires Parent Possible/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 pursuant to C.R.S. § 24-106-109. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Agreement that limits Grantee's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Agreement. Grantee relies on, and has not waived, the rights, immunities, and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq*.

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.**

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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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18. ADDITIONAL PROVISIONS

A. Good Faith Negotiation

The Grantee shall negotiate in good faith with Parent Possible for any additional activities that may be required beyond the existing Statement of Work (SOW) activities in this Contract which may become necessary in the event of changes in TGYS funding or legislative initiatives that are implemented over the course of this Contract.

B. Quality Control

The Grantee shall ensure all deliverables, documents, and calculations are complete, accurate, and easy to understand.

C. Confidentiality

The Grantee shall protect the confidentiality of all client or participant records and other materials that are maintained in accordance with this Contract. Except for purposes directly connected with the administration of this Contract , no information about or obtained from any client or participant shall be disclosed in a form identifiable with the client or participant without the prior written consent of the client or participant, or the parent or legal guardian of a minor client or participant, with the exception of information protected by Colorado statute as it applies to confidentiality for adolescent services, in which case the adolescent minor, and not the parent or legal guardian, must provide consent or as otherwise properly ordered by a court of competent jurisdiction. The Grantee shall have written policies governing access, duplication, and dissemination of all such information. The Grantee shall advise its employees, agents, and any sub-grantees or subcontractors they are subject to these confidentiality requirements.

D. Nondiscrimination

In alignment with Colorado Department of Human Services' (CDHS) mission, "Together, we empower Coloradans to thrive," it is necessary to ensure the equal opportunity, civil rights, and safety of clients served through the Office of Children Youth and Families (OCYF) and that those that receive our funds support all of our clients.

Definitions:

Gender identity: An individual's innate sense of the individual's own gender, which may or may not correspond with the individual's sex assigned at birth.

Gender expression: An individual's way of reflecting and expressing the individual's gender to the outside world, typically demonstrated through appearance, dress, and behavior.

Familial status: Status that includes children under the age of 18 in the household.

Marital status (or civil status): Distinct options that describe a person's relationship with a significant other. A person's state of being single, married, separated, divorced, or widowed. A person's specified civil status might also be married if they are in a civil union or common-law marriage. The civil status of a person who is legally separated is married.

Sexual orientation: An inherent or immutable enduring emotional, romantic or sexual attraction to other people.

Grantee agrees to act in a manner consistent with State of Colorado Purchase Order Terms and Conditions Section 28 (see https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions), all applicable nondiscrimination laws, as well as the State of Colorado Department of Human Services ("CDHS") Office of Children, Youth, and Families ("OCYF") nondiscrimination terms set forth herein.

Grantee agrees that in its performance of this agreement it shall not discriminate based on race, color, ethnic group, national origin, age, religion, mental or physical disability, sex, sexual orientation, gender identity and expression, marital status, familial status, pregnancy, veteran status, or HIV status ("protected characteristics").

E. **Program and Fiscal Monitoring Requirements**

All recipients of a TGYS sub-grant from Parent Possible will be required to have at least one staff member attend a TGYS Grantee Orientation webinar and must submit in a timely manner the following: monthly invoices, evaluation data, and any requested data for mid-year reports and end-year reports documenting the status of their Statement of Work (SOW). Additionally, all TGYS sub-grantees may receive a site visit from Parent Possible staff (in person or virtual) to review contract compliance, budgets/fiscal compliance, and SOW progress. A fiscal review request can be made for any month of the contract period. Grantees shall maintain any supporting documentation which may be used to substantiate invoices, since any invoice month may be subject to this review upon Parent Possible request. Supporting documentation must be kept for a period of three years following the termination of the Contract. If a compliance issue is discovered, the Grantee and Parent Possible shall collaborate to determine the action necessary to rectify the compliance issue and determine when the action(s) must be completed. The action and timeline for completion shall be documented in writing.

F. Evaluation Requirements

The Grantee shall comply with requirements of the Parent Possible Statewide Evaluation plan as well as with TGYS evaluation requirements including an annual implementation and outcomes survey.

G. Communication

The Grantee shall respond to all voicemails and emails from Parent Possible in a timely manner (See annual Memorandum of Agreement with Parent Possible for further details):

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H. Travel Reimbursement

This contract is funded in whole or in part by State funds. Mileage will be reimbursed in accordance with the State of Colorado Mileage Reimbursement Rate per CRS 24-9-104 found here: https://www.colorado.gov/pacific/osc/mileage-reimbursement-rate. Invoices shall state the number of miles travelled and provide any additional information necessary to verify the mileage was calculated pursuant to this policy.

I. Invoicing and Payment Procedures

To receive compensation under this contract, the Grantee shall submit a monthly cost reimbursement statement. Using the format issued by Parent Possible, cost reimbursement statements must be submitted by the 10th of the month following the month when the expenses accrued. Expenditures shall be in accordance with the Statement of Work and Budget attached hereto. Cost reimbursement statements must be accompanied by detailed cost transaction ledgers and other necessary back up documentation to reflect all expenses incurred against this grant.

Email the authorized statements with the necessary back up documentation to Jessica Ehinger, Finance Director at finance@parentpossible.org

State funds can NOT be used to satisfy federal cost sharing and matching requirements unless approved in writing by the Department. Grantee must work with Parent Possible for approval.

J. Grantee Requests for Changes to Budget or SOW

The Grantee shall submit all budget and SOW modification requests to Parent Possible for approval.

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STATEMENT OF WORK – EXHIBIT A

PAT is an early childhood parent education and family support program serving families throughout pregnancy until their child completes kindergarten. The program provides personal visits during which PAT certified parent educators share age-appropriate child development information with parents and engage the family in activities that provide meaningful parent/child interaction. The program utilizes an evidence-based curriculum. In addition to personal visits which are held at least monthly with each family, the program also provides monthly group meetings designed to relay information about child development and offer parents opportunities to interact and support one another. PAT programs also offer health, hearing, vision, and developmental screening to provide families with regular information about their child's health and developmental progress and to increase parents' understanding of their child's development, identify strengths, abilities, and areas of concern, and to refer families as may be appropriate. PAT program sites are also significant partners in their communities, working in collaboration with other early childhood and family services programs to ensure that families have the resources they need to be their child's best first teacher. A general TGYS Work Plan is included on the following pages.

The Grantee, in accordance with the terms and conditions of this contract, shall perform and complete, in a timely and satisfactory manner, all activities described in the approved Scope of Work, which includes compliance with TGYS requirements, fidelity to the PAT program model (as outlined in the previous paragraph and the attached work plan), and conformity to all applicable standards for stewardship of public monies. Specifically:

1. The Grantee shall adhere to the 21 Essential Requirements indicated by the PAT National Center to achieve and sustain model fidelity.

2. The Grantee will be expected to participate in the Quality Endorsement & Improvement Process when selected by PAT National Center.

3. The Grantee will be expected to attend required Parent Possible trainings, webinars, and meetings throughout the program year.

4. The Grantee shall maintain their Affiliate status as a Parents as Teachers program in good standing, completing all necessary requirements for supervisor and parent educator training and certification/re-certification, as outlined by the Parents as Teachers National Center and Parent Possible.

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5. The Grantee shall fully comply with the programmatic standards and requirements of the Parents as Teachers program model. (Virtual visits must be done in compliance with Parents as Teachers National Center guidance)

6. The Grantee shall track all required programmatic and fiscal information and meet deadlines for submitting reports to Parent Possible as requested. Reporting expectations include monthly reimbursement requests, regular and ongoing data entry into Visit Tracker or Parent Possible/PAT approved software, submission of regular program data reports, participation in the Colorado PAT TGYS evaluation plan (including implementation and outcomes survey), and submission of the National PAT Annual Program Report and Recertification. The Grantee shall provide data to Parent Possible as requested to support the obligation to provide comprehensive statewide PAT reports to TGYS.

7. The Grantee shall commit to all activities in the Parent Possible PAT Memorandum of Agreement.

8. The Grantee shall meet and maintain projected caseload and shall reach the target population to include at least the following:

   Counties: **Gunnison, Hinsdale**

   Numbers Served: **15 families**

   All Parent Educators and Supervisors must be certified in Foundational and Model Implementation and receive reflective supervision as outlined in the PAT Essential Requirements. All Parent Educators must be certified in Foundational 2 prior to serving children 3 through Kindergarten.

Objective	Activity by Quarter	Expected Outputs & Outcomes (Deliverables)	Measurement
By June 30, 2023, 100% of parents enrolled in the PAT program will have increased knowledge of child development and parenting	Q1, Q2, Q3, Q4: home visits (in person or virtual): Q4: retrospectiv e surveys	90% of eligible parents will complete a parent survey: At least 90% of surveyed parents will report PAT increased their knowledge about positive parenting practices: At least 90% of surveyed parents will report PAT increased their knowledge about child development	PAT parent surveys (retrospective)

By June 30, 2023, 94% of families enrolled in the PAT program will be referred to additional resources if needed to meet family needs and increase parental resilience	Q1, Q2, Q3, Q4: resource and referral during home visits	94% of families served will be connected with resources in the community if needed	Visit Tracker referral reports
By June 30, 2023, PAT Grantee site will provide monthly group connection meetings (in person or virtual) for parents to learn about other local resources, to discuss and share individual and common concerns, and reduce social isolation	Q1, Q2, Q3, Q4: group connections: Q4: retrospectiv e surveys	PAT Grantee site will offer at least monthly meetings (in person or virtual): Parent surveys will show PAT families have strong social support (individuals they can go to for parenting advice, support and help)	Group connection participant sign-in sheets: PAT parent surveys (retrospective)
By June 30, 2023, 90% of parents completing the PAT assessments will experience improved relationships with their child	Q1, Q2, Q3, Q4: home visits: Q1: assessments : Q4: retrospectiv e surveys	90% of eligible parent-child dyads will complete a parent-child observation assessment: Assessment results will show a statistically significant decrease in the percentage of parents demonstrating below	PAT parent surveys (retrospective): PICCOLO assessment
By June 30, 2023, 100% of children enrolled in the PAT program will be screened for developmental, hearing, vision, and/or health delays and referrals will be made for follow-up assessment if necessary	Q1, Q2, Q3, Q4: screenings	Children will be screened according to PAT fidelity: 100% of children needing further assessment will be referred to a specialist for follow-up	Visit Tracker reports of ASQ, hearing, vision and health screenings
By June 30, 2023, PAT Grantee site will conduct monthly staff meetings, reflective supervision, ongoing professional	Q1, Q2, Q3, Q4: monthly PAT staff meetings and individual	90% of PAT Parent Educators will attend each monthly staff meeting (in person or virtual): PAT Parent Educators will receive monthly reflective	Staff meeting sign-in sheets: Visit Tracker reflective supervision reports: Visit Tracker professional development and

development, and recertification with Parent Educators	reflective supervision meetings: professional developmen t: annual recertificati on	supervision (in person or virtual): PAT Parent Educators will obtain competency-based professional development and training and renew certification with PATN annually: Parent Educators are prepared to instruct parents each month in the PAT evidence-based curriculum in a manner that effectively supports the parent	certification reports: Visit Tracker delivery of weekly curriculum reports
By June 30, 2023, agreed upon caseload of families/ children will be recruited to participate in the PAT program	Q1, Q2, Q3 Q4: recruitment	PAT Grantee site will have a written recruitment and enrollment strategy in place to ensure the maximum of eligible families are served	Visit Tracker reports: Documentation of recruitment strategies
By June 30, 2023, agreed upon caseload of families/ children will receive monthly or bi-monthly individualized (in person or virtual) PAT home visits (each lasting approximately 1 hour)	Q1, Q2, Q3, Q4: home visits	90% of families will complete monthly PAT visits (or bimonthly depending on needs of the family) in person or virtual including individualized support in their role as primary educators of their children	Visit Tracker reports: PMR report
PAT Grantee site will participate in TGYS orientation and training	Q1: orientation and training	At least one individual from PAT Grantee site will receive a mandatory comprehensive orientation via webinar at the start of the funding cycle to ensure program is implemented with fidelity and data collection/ financial reporting systems are in place	Attendance sheet from training
PAT Grantee site will submit monthly reimbursement requests to Parent Possible	Q1, Q2, Q3, Q4: fiscal reviews	PAT Grantee site will submit monthly reimbursement requests that are accurate and complete	Grantee monthly invoices and supporting documentation

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The Grantee has selected: Kari Commerford as the primary PAT Program Supervisor. The PAT Program Supervisor reports to: Joni Reynolds.

Both the PAT Program Supervisor and his/her supervisor have read and understand the duties outlined in this Contract.

Signature of PAT Program Supervisor

Signature of Supervisor of the PAT Program Supervisor

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PARENT POSSIBLE

Colorado Parents as Teachers Program Site - Exhibit B
TGYS Funding Budget 2022-2023

Agency Name	Gunnison County Health & Human Services/Juvenile Services	Budget Period	10/1/2022-6/30/2023

Expenditure Categories

PERSONNEL SERVICES

Position Title / Employee Name	Description of Work For hourly employees, please include the hourly rate and number of hours in your description. Include number of months budgeted.	Gross Salary	Fringe	Total TGYS Request	Total Program Budget
Ashely Akerlund	training hours for implementation I and II = 70 hours and 5 hours a month	$65,000.00	$18,000.00	$5,865.00	$15,000.00
Laurae Pearson	training hours for implementation I = 35 hours and 10 hours a month	$23,920.00	$4,500.00	$3,375.00	$8,000.00
Total Personal Services		$88,920.00	$22,500.00	$9,240.00	$23,000.00

SUPPLIES & OPERATING

Item	Description of Item Operating Expenses can include Facilities & Admin costs as line items if not requesting IDC	Total TGYS Request	Total Program Budget
training and professional development	PAT training and professional development	$14,250.00	$15,250.00
parenting/family materials	matierals and operating costs for families - teaching supplies and incentives	$910.00	$910.00
Total Supplies & Operating Expenses		$15,160.00	$16,160.00

TRAVEL

Item	Description of Item For mileage, include rate and estimated number of miles (must be 90% of current IRS rate or lower)	Total TGYS Request	Total Program Budget
Total Travel		$0.00	$0.00

CONTRACTUAL (payments to third parties or entities)

Item	Subcontractor / Entity Name	Total TGYS Request	Total Program Budget
GVH training	contribution for Gunnison Valley Hospital for partnership and hours on training. 2 employees @$40pp x 35 hours each. Lacatation Specialist will supervise GVH OB Social Worker Intern.	$5,600.00	$10,000.00
Total Contractual		$5,600.00	$10,000.00

INDIRECT

Item	Description of Rate / Item	Total TGYS Request	Total Program Budget
Negotiated indirect cost rate (Federal) - attach NICRA notice			xxxxxxxxxxxxxxx
Indirect rate of 10% if you do not have a Negotiated Indirect cost			xxxxxxxxxxxxxxx
Total Indirect		$0.00	xxxxxxxxxxxxxxx
TOTAL TGYS REQUEST			**$30,000.00**
Total Program Budget			**$49,160.00**
TGYS Request as a % of Program Budget, if Awarded			**61.03%**

Maximum total budget	**$30,000.00**
Remaining budget dollars (should equal zero before submission)	**$0.00**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; DeLoera Cleaning

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Previously approved on 8/19, but it needed to be clear the money stated was annually, despite being a two year contract

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 8/26/2025

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

Comments:
Legally sufficient. SO 8/27/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/27/2025 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\MSchmidt Discharge Date: 8/27/2025

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

Agenda Date: 9/2/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the ___ day of September 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 DeLoera Cleaning LLC, whose address is 2388 Hwy. 135, #14, Gunnison, CO 81230 (herein "Contractor").

RECITALS

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

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on July 31, 2027, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Deliver High Quality Services strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Thirty

Thousand and No/100 U. S. Dollars ($30,000) annually. Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

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.

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

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

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

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

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

complying with any such laws and regulations.

9. 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.

10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

11. 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.

12. TERMINATION.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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: DeLoera Cleaning LLC
2388 Hwy. 135, #14
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.

20. 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.

21. 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.

22. 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.

23. RECORDS.

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

24. 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: _____
Laura Puckett Daniels, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Janitorial Services Bid Proposal

July 13,2025

Thank you for the opportunity to submit a proposal for janitorial services at Gunnison County Health & Human Services building. We are committed to providing professional, consistent, and cleaning services tailored to your facility's needs.

Facility Details:

- Building Size: 11,376 sq ft
- Cleaning Frequency: 5 days per week (Sunday - Thursday)
- Client provides all supplies and equipment
- Includes 1 yearly deep clean

Spaces Included in Regular Cleaning

- 29 offices (some shared areas)
- 1 conference room
- 1 break room
- 2 family rooms (one with sink; one is a nursing room)
- 2 client meeting rooms
- 2 entryways
- 1 lobby
- 2 large bathrooms
- 2 handicap bathrooms
- 2 outdoor trash cans to be emptied

Scope of work

- Daily trash removal (including outdoor cans) and relining
- Dusting and wiping of all surfaces, desks, and furniture
- Disinfection of high-touch surfaces (door handles, light switches,etc.)
- Cleaning of all restrooms (toilet, sinks, mirrors, floors)
- Mopping and vacuuming of all floors
- Breakroom cleaning
- Glass spot cleaning in lobby/entryways
- Annual deep cleaning (floors, vents, baseboards, bathrooms,etc.)

Proposed Pricing:

Considering the size of the building, frequency, and scope of work, our proposed pricing for the full janitorial service, including 1 annual deep cleaning, is as follows:

- Monthly Rate: $2,500.00
- Annual Total: $30,000

We are confident in our ability to maintain a clean, healthy, and welcoming environment for your and visitors. We appreciate your consideration and look forward to the opportunity to work with you.

Sincerely,

De Loera Cleaning LLC
Adriana Ramos/Owner
(970) 417-7309
deloeracleaningllc@gmail.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Jackalope Service

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Previously approved on 8/19, but it needed to be clear the money stated was annually, despite being a two year contract

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 8/26/2025

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

Comments:
Legally sufficient. SO 8/27/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/27/2025 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\MSchmidt Discharge Date: 8/27/2025

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

Agenda Date: 9/2/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the ___ day of September 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, whose address is: P.O. Box 1412, Gunnison, CO 81230 (herein "Contractor").

RECITALS

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

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on July 31, 2027, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Deliver High Quality Services strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Fifty Two

Thousand Fifty and No/100 U. S. Dollars ($52,050.00) annually. Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

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.

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

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

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

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

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

complying with any such laws and regulations.

9. 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.

10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

11. 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.

12. TERMINATION.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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: Jackalope Services LLC
P.O. Box 1412
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.

20. 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.

21. 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.

22. 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.

23. RECORDS.

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

24. 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: _____
Laura Puckett Daniels, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

1. Annual Deep cleaning: $3,075 (currently $2900)

2. Daily cleans: $43,575 ($175 x 249 billable days) (currently $165 daily - we do not bill for federal holidays bc the office is closed)

3. Insurance fees: $5,400 (current $5100 annually)

Total annual bid: $52,050

EXHIBIT A

JANITORIAL SCOPE OF SERVICE

GUNNISON COUNTY BLACKSTOCK GOVERNMENT CENTER

DAILY DUTIES:

• Empty wastebaskets

• Scan walls/doors, clean obvious spots

• Sweep and dust mop Lobby (wet mop as needed)

• Disinfect water fountains

• Clean entrance doors and glass

• Wipe all counter tops, faucets, handles and soap dispensers with disinfectant

• Vacuum main areas

• Clean all sinks

• Restrooms

o Clean and disinfect toilets and urinals; bowls, seats, stool, and flush handles.

o Wet mop floors

o Clean sinks, countertops, disinfect faucet and handles

o Clean tile walls and partitions, disinfect door handles/latch

o Replenish restroom supplies

Weekly Duties

• General dusting and spider web cleaning; baseboards, bookcases, top of file cabinets, windows,…all dust collecting surfaces and tops of walls where spider webs accumulate

• Wet mop all hard floors

• Weekly rotation of all offices: Disinfect all touch points; door handles/bars, hand rail, light switches, telephones, key boards, mouse, wipe down desks (do not disturb items on desk), vac under desks

Monthly Dutues

- • Vacuum upholstered furniture
- • Clean blinds as needed

Annual Duties

• Clean light fixture diffusers

• Treat and polish all wood doors, trim, and window sills with lemon oil.

• Deep clean all tile floors, walls and doors

Additional Services- to be authorized and priced as needed, work not to commence until authorized.

• Shampoo upholstered furniture

• Strip travertine floors in Lobby and re-seal or wax.

• Shampoo all carpets

Notes:

- Janitors will keep all bathroom supplies stocked and will order and inventory as required. Order from Paper Clip in Gunnison, charged directly to Gunnison County Facilities Maintenance account.

- Facilities Maintenance staff may occasionally note cleaning required or areas that have been missed or where cleaning is deficient. Such requests are considered part of regular duties and do not constitute request for extra services.

- Janitors required to ensure doors and windows are locked and closed and lights are off before leaving.

- Janitors will note maintenance needs and report them to Facilities Maintenance staff.

- Janitors shall be issued keys to the facility and to private offices, keys are to remain in control of the individual they are assigned to. If other keys are required for additional staff please contact Facilities Maintenance.

- The services performed under this contract shall be performed in such a manner that is consistent with public health and safety and to properly maintain the equipment, furnishings, and property of the County

- Services shall be performed in a manner that does not interfere with operations or hinder County employees in the completion of their work.

ALL OR ANY ITEMS ON THIS LIST MAY BE CHANGED ALTERED OR REMOVED AT THE DISCRETION OF GUNNISON COUNTY

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; T&A Enterprises;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Previously approved on 8/19, but it needed to be clear the money stated was annually, despite being a two year contract

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 8/26/2025

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

Comments:
Legally sufficient. SO 8/27/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/27/2025 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\MSchmidt Discharge Date: 8/27/2025

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

Agenda Date: 9/2/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the ___ day of September 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 T&A Enterprises, whose address is P.O. Box 7188, Gunnison, CO 81230 (herein "Contractor").

RECITALS

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

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on July 31, 2027, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Deliver High Quality Services strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Seventy Three

Thousand Two Hundred and No/100 U. S. Dollars ($73,200.00) annually. Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

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.

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

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

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

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

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

complying with any such laws and regulations.

9. 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.

10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

11. 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.

12. TERMINATION.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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: T&A Enterprises
P.O. Box 7188
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.

20. 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.

21. 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.

22. 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.

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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.

24. 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: _____
Laura Puckett Daniels, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

T AND A ENTERPRISES INC.

TED ALANKO
P.O. BOX 7188
GUNNISON, CO. 81230

July 15, 2025

Board of County Commissioners
200 East Virginia
Gunnison, CO 81230

Re: Bid for janitorial services for the Gunnison County Courthouse building

In harmony with our understanding of your janitorial needs for the years 2025-26 we have the following proposal for services to be provided at 200 East Virginia, Gunnison, CO 81230, in agreement with the work scope attached "Exhibit A"

Proposal: **Monthly janitorial ----------$6100.00**

Respectfully yours,

Ted Alanko

Owner of T and A Enterprises. Inc
970-596-2954
ta-co7s@hotmail.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; T&A Enterprises;

Action Requested:

Parties to the Agreement:

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

Summary:

Previously approved on 8/19, but it needed to be clear the money stated was annually, despite being a two year contract

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 8/26/2025

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

Comments:
Legally sufficient. SO 8/27/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/27/2025 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\MSchmidt Discharge Date: 8/27/2025

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

Agenda Date: 9/2/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the ___ day of September 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 T&A Enterprises, whose address is P.O. Box 7188, Gunnison, CO 81230 (herein "Contractor").

RECITALS

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

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on July 31, 2027, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Deliver High Quality Services strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Sixteen

Thousand Two Hundred and No/100 U. S. Dollars ($16,200.00) annually. Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

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.

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

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

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

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

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

complying with any such laws and regulations.

9. 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.

10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

11. 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.

12. TERMINATION.

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

13. 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.

14. 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.

15. 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.

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

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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: _____
Laura Puckett Daniels, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

T AND A ENTERPRISES INC.

TED ALANKO
P.O. BOX 7188
GUNNISON, CO. 81230

July 15, 2025

Board of County Commissioners
200 East Virginia
Gunnison, CO 81230

Re: Bid for janitorial services for the Public Safety Center

In harmony with our understanding of your janitorial needs for the years 2025-26 we have the following proposal for services to be provided at 510 Bidwell Ave, Gunnison, CO 81230 in agreement with the work scope attached “Exhibit A”

Proposal: **Monthly janitorial ----------$1350.00**

Respectfully yours,

Ted Alanko

Owner of T and A Enterprises. Inc
970-596-2954
ta-co7s@hotmail.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; T&A Enterprises;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Previously approved on 8/19, but it needed to be clear the money stated was annually, despite being a two year contract

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 8/26/2025

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

Comments:
Legally sufficient. SO 8/27/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/27/2025 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\MSchmidt Discharge Date: 8/27/2025

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

Agenda Date: 9/2/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the ___ day of September 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 T&A Enterprises, whose address is P.O. Box 7188, Gunnison, CO 81230 (herein "Contractor").

RECITALS

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

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on July 31, 2027, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Deliver High Quality Services strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Sixteen

Thousand Two Hundred and No/100 U. S. Dollars ($16,200.00) annually. Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

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.

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

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

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

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

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

complying with any such laws and regulations.

9. 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.

10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

11. 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.

12. TERMINATION.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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: T&A Enterprises
P.O. Box 7188
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.

20. 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.

21. 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.

22. 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.

23. RECORDS.

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

24. 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: _____
Laura Puckett Daniels, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

T AND A ENTERPRISES INC.

TED ALANKO
P.O. BOX 7188
GUNNISON, CO. 81230

July 15, 2025

Board of County Commissioners
200 East Virginia
Gunnison, CO 81230

Re: Bid for janitorial services for the County Public Works building

In harmony with our understanding of your janitorial needs for the years 2025-26 we have the following proposal for services to be provided at 195 Basin Park Drive, Gunnison, CO 81230 in agreement with the work scope attached “Exhibit A”

Proposal: **Monthly janitorial ----------$1350.00**

Respectfully yours,

Ted Alanko

Owner of T and A Enterprises. Inc
970-596-2954
ta-co7s@hotmail.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Abby Johnson; Juv

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Abby Johnson

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

Summary:

Contract for therapeutic services through the Youth Wellness program.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 8/26/2025

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

Comments:
Insurance information provided show liability coverage of $1 million, which is less than required under the contract. Otherwise legally sufficient. SO 8/29/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/29/2025 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\MSchmidt Discharge Date: 8/29/2025

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

Agenda Date: 9/2/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st day of September, 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 Abby Johnson whose address PO Box 87 Ojo Caliente, NM 87549 is ("Contractor").

RECITALS

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

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on August 30, 2026, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its delivery of high quality services to youth strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed four thousand two hundred and No/100 U. S. (Dollars $4,200). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

5. INSURANCE.

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

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

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

c. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less

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

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

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

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

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amount

of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Contractor represents that Contractor will not drive or use an automobile as part of the Services of this Agreement. Accordingly, Gunnison County has not required that Contractor carry comprehensive automobile liability insurance.

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

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

9. 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.

10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

11. 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.

12. TERMINATION.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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: Abby Johnson
PO Box 87 Ojo Caliente, NM 87549

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.

20. 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.

21. 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.

22. 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.

23. RECORDS.

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

24. 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: _____
Laura Puckett Daniels, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: Abby Johnson 8/19/25

APPENDIX "A"

SCOPE OF SERVICES

Youth Wellness

Goals:

1. To meet the needs and request of youth to have more access to mental health services.
2. To address youth vaping and help build coping skills for youth to handle stress
3. To reduce the impact of stress in the lives of adolescents aged 6^{th}-12^{th} grade.
4. To reduce financial barriers to accessing mental health services and supports.

This will be done by:
Subcontracting with local therapists to see youth at a reduced rate of $100 per session, to be covered through funds awarded to Gunnison County Substance Abuse Prevention Project (GCSAPP) to support youth mental health, so that youth can access this service for free within two weeks of referral.

Decision-making structure & authority:
All significant decisions regarding the collaboration will require agreement by all collaborative partners and be brought to the GCSAPP.

Roles and Responsibilities of lead agency
GCSAPP/Juvenile Services will: a.) Provide oversight of all financial award requirements including financial and programmatic reporting b.) Oversee scheduling of services c.) Document and track all progress towards the deliverables

Roles and Responsibilities of the GCSAPP Youth Wellness collaborators:
Collaborators will provide therapeutic services to youth referred to through Youth Wellness within two weeks of referral.

Termination:
It is mutually understood and agreed that parties will provide at least 30 days' notice of the intention to withdraw from this agreement. If a party chooses to withdraw, the said party commits to making arrangements to complete assigned or pending activities before termination.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Office of Public Health Partner

Action Requested: Other Grant App Approval

Parties to the Agreement: CDPHE

Term Begins: 10/1/2025 **Term Ends:** **Grant Contract #:**

Summary:

HHS wishes to apply for the Office of Public Health Partnership Preventive Block Grant funding on behalf of the West Central Public Health Partnership. We have received this funding for over 10 years.

Fiscal Impact: 50,000

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 8/28/2025

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

Comments:
Legally sufficient. SO 8/27/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/27/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\MSchmidt Discharge Date: 8/29/2025

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

Agenda Date: 9/2/2025

Revised April 2015

1. Email
    a. **estoerkel@gunnisoncounty.org**

2. Your local public health agency name *
    a. **Gunnison County Health & Human Services, West Central Public Health Partnership**

3. Name of person completing mini-grant Google Form? *
    a. **Erika Stoerkel**

4. Title
    a. **Regional Health Services Supervisor/WCPHP Co-Coordinator**

5. Preferred Point of Contact Email
    a. **estoerkel@gunnisoncounty.org**

6. Phone Number
    a. **970-641-7695**

7. Amount of funding requested
    a. **$50,000**

8. Fiscal agent contact information Include agency name, contact name, title, email, and phone number
    a. **Gunnison County, Jody Wise, Accountant II, jwise@gunnisoncounty.org, 970-641- 7679**

9. Will your project be conducted by a partnership, district, or single county LPHA? * Partnership
    a. **Partnership**

10. Budget – to be uploaded

11. LPHA Partnership contact information, if different from RFA Google form information on first page: Include agency name, contact name, title, email, and phone number

12. What is the name of the partnership your agency is a part of? *

    a. **West Central Public Health Partnership**

13. Which LPHAs are a part of your partnership? *
    a. **Delta, Gunnison, Hinsdale, Ouray, San Miguel, and Montrose**

14. New Partnerships: Describe the motivation or intent for this partnership.

15. Existing Partnerships: How would you like to see the partnership improve?

    a. **Along with the Public Health Improvement Plan priorities, including increasing capacity, the WCPHP is looking to improve its infrastructure to share resources, information, and flexible and fluid funding.**

Core Public Health Service(s) (Foundational Capabilities and Services) https://cdphe-lpha.colorado.gov/resources/resources-by-core-service 16. Check all that apply.

Assessment & Planning

Communications

Policy Development & Support

Partnerships Organizational Competencies

Emergency Preparedness & Response

Health Equity & the Social Determinants of Health

Communicable Disease Prevention, Investigation & Control

Environmental Public Health

Maternal, Child, Adolescent & Family Health

Chronic Disease, Injury Prevention, Behavioral Health Promotion

Access to and Linkages to Care

Check all that apply.

Phase 1: Plan the process

Phase 2: Equity and community engagement

Phase 3: Conduct a community health assessment

Phase 4: Assess capacity

Phase 5: Prioritize issues

Phase 6: Develop a plan

Phase 7: Implement, promote, and monitor

Phase 8: Participate in statewide public health improvement opportunities

Not using this funding for Assessment & Planning

Justification: How will this funding help overcome challenges you are facing in your selected CPHS efforts and what is needed to overcome them long term? *

This funding has significantly strengthened our capacity to implement and monitor our Public Health Improvement Plan (PHIP). With PBG support, we've been able to refine our plan to implement more specified regional strategies that meet the needs of our communities. Additionally, we've explored ways to braid and blend funding sources that help keep our work flexible, responsive, and regionally sustainable. WCPHP has continuously assessed our strategies and monitored their effectiveness while also gauging the community's needs. For example, WCPHP has revised the Behavioral and Mental Health strategies from focusing on internal and external behavioral and mental health education to these three strategies: 1) Stigma Reduction, which includes messaging and community connection & educational events, 2) Whole Health Navigation, includes three areas of Basic Needs, Public Health programs, and Behavioral and Mental Health navigation; and 3) a Regional Suicide Review Board.

While this funding has aided us in addressing year-one implementation and its challenges, long-term success will require ongoing financial and staffing stability, sustained cross-county collaboration through the WCPHP, and infrastructure to support regional data sharing, evaluation, and community engagement. Continued investment will be vita to maintain momentum and deepen the impact of our efforts.

Project Design/Methodologies: What procedures and activities will be included in your project to achieve your goals over the next year? *

Over the next year, WCPHP will focus on building out the Regional Suicide Review Board in collaboration with Tri-County Health Network and the county coroners. The team will establish a methodology for reviewing suicide cases, outline roles, create required agreements, and develop the necessary infrastructure (e.g., funding and local government support).

There are many stigma reduction efforts across the region, including Community Conversation events that provide education and engage parents and youth around behavioral and mental health topics, as well as alternative events that are alcohol- and drug-free. Our team has acquired funding to support these efforts, and we are looking to use the OPHP PBG funding to help build a learning community focused on developing shared messaging and resources.

In 2024, WCPHP conducted the Public Health Staff Behavioral Health Readiness Assessment to better understand the readiness and needs of public health staff—specifically, how confident they feel in referring clients to behavioral health resources, their knowledge of where and how to refer or navigate someone, and how best to respond in a crisis. Based on this assessment, WCPHP has explored additional funding sources to begin braiding in the Whole Health Navigation strategy. This includes creating a standardized definition of a referral, identifying behavioral health navigation resources, and developing a crisis response plan template that can support Whole Health Navigation.

In the coming year, we will focus on creating convening opportunities for all staff who navigate clients. These gatherings will provide space for resource sharing, networking, and peer support/coaching.

Feasibility: How will this funding be spent to achieve your goals? (Personnel, project activities timeline, and budget expenditures congruent with project description and outcomes.)

Most of this funding will support the time of the two WCPHP Co-Coordinators. A small portion will be used for their attendance at the Public Health in the Rockies conference. Additional funds will cover computer-related expenses and a behavioral health training for regional public health staff, delivered by a local behavioral health provider.

Assessment/Evaluation: How will assessments/data be collected and used to demonstrate degree to which outcomes are met?

Data will be collected through a combination of quantitative and qualitative methods tailored to each of WCPHP's eight strategies (three Behavioral and Mental Health and five Capacity Building). Progress indicators for each deliverable will be tracked using training records, number of community connection events, number of attendees, number of regional suicide review subcommittee meetings, meeting notes, reach of marketing efforts to support stigma reduction, # of cases reviewed, and pre- and post-surveys. WCPHP will continue to gather quantitative and qualitative data through community event surveys and the Public Health Behavioral Health Readiness Assessment surveys.

All data will be compiled quarterly into a regional evaluation and monitoring document, and reviewed with WCPHP and external partners to assess alignment with intended outcomes, identify barriers, and adjust activities as needed. Annual summaries will compare baseline measures to current results to determine the degree to which each outcome has been met. This continuous feedback loop will ensure strategies remain responsive to community needs and are achieving measurable impact.

COLORADO
Department of Public Health & Environment

Please download this budget as an Excel file to complete it. Upload the completed budget to the Application Google Form.

Details, explanations and definitions entered as comments in the cells.

OPHP Budget Template - PRELIMINARY 12 Month Budget

Contractor Name	Gunnison County Health and Human Services
Budget Period	**October 1, 2025 to September 30, 2026**
Project Name	West Central Public Health Partnership Public Health Improvement Plan Project

Program Contact Name, Title, Phone and Email	Erika Stoerkel, Regional Health Services Supervisor, WCPHP Co-Coordinator, 970-641-7695, estoerkel@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant, 970-641-7679, jwise@gunnisoncounty.org

Expenditure Categories

Personal Services
Salaried Employees

List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included.

Position Title	Description of Work	Annual Salary	Fringe	Percent of	Requested from
					$0.00

					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Personal Services

Hourly Employees

List all hourly personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included.

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Community Health	Coordinates the WCPHP meetings, including Public Health Improvement	$54.85	$18.57	304	$22,319.68
Regional Health Services	Coordinates the WCPHP meetings, including Public Health Improvement	$40.98	$6.75	400	$19,092.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total Personal Services (including fringe benefits)	**$41,411.68**

Supplies & Operating Expenses

Include list of all allowable operating expenses. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as direct cost, provide a narrative justification which describes the prescribed policy including the effective date of the policy.

Item	Description of Item	Rate	Quantity	Requested from
Computer Costs	Gunnison County charges estimated at $3,500/year for a laptop. FTE is .36 , requesting	$125.00	12	$1,500.00

			Total Supplies & Operating Expenses	**$1,500.00**
Travel Include all travel and indicate whether in-state or out-of-state. Include costs for attendance of any mandatory meetings. Include appropriate per diem, mileage or airfare rates or include link to current approved rates.				
Item	**Description of Item**	**Rate**	**Quantity**	**Requested from**
Registration	Public Health in the Rockies or other CHAPS related professional development	$200.00	3	$600.00
Lodging	1 night lodging x 3, with shared costs across grants.	$121.80	3	$365.40
Mileage	1 trip to Keystone and regional travel to partnership meetings	$0.67	496	$332.32
Per Diem	Per Diem food for travel with shared costs across grants. ($36/per dinner)	$36.00	6	$216.00
				$0.00
			Total Travel	**$1,513.72**
Contractual Include all subcontracts planned to complete the proposed work. This includes, but not limited to, consulting and personal services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.				
Subcontractor Name	**Description of Item**	**Rate**	**Quantity**	**Requested from**
Danielle Beamer	Behavioral Health Training for Local Public Health Staff	$345.00	3	$1,035.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total Contractual	**$1,035.00**
			SUB-TOTAL BEFORE INDIRECT	**$45,460.40**
Indirect No budget justification is required for the indirect rates. Check with your LPHA's financial officer for negotiated indirect rate.				

Item	Description of Item	Total Amount Requested from
Federally-negotiated indirect cost rate		
CDPHE-approved indirect cost rate		
De minimis indirect cost rate	10% de minimus	$4,546.04
	Total Indirect	**$4,540.04**
	TOTAL	**$50,000.00**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Challenge Cost Share Agreement between Gunnison, County of

Action Requested: County Manager Signature

Parties to the Agreement: USFS

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

Summary:

USFS has assigned funds to support cleaning of the toilets at West Maroon trailhead.

Fiscal Impact: None

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 8/11/2025

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

Comments:
Legally sufficient. SO 8/8/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/8/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jreynolds Discharge Date: 8/18/2025

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

Agenda Date: 8/26/2025

Revised April 2015

Cathie Pagano, Assistant County Manager
Gunnison County Community & Economic Development Department
Phone: (970) 641-0360
Email: planning@gunnisoncounty.org
Website: www.GunnisonCounty.org

From: Cathie Pagano, Assistant County Manager for Community & Economic Development

To: Board of County Commissioners

Date: August 8, 2025

Re: USFS Funds Assignment for West Maroon bathrooms

Overview

The U.S. Forest Service (USFS) had originally intended to assign funds to the Crested Butte Mountain Bike Association (CBMBA) to support cleaning and maintenance of the toilets at the West Maroon Trailhead. Due to an administrative error, these funds were instead assigned to Gunnison County under the existing Challenge Cost Share Agreement with the White River National Forest.

The process to reassign the funds directly to CBMBA is cumbersome and time-consuming. To avoid delays in needed maintenance work during the high-use season, USFS has requested that the County accept the funds and then pass them on to CBMBA, which will perform the toilet cleaning and related maintenance activities.

Budget Summary

- USFS Contribution to County: $10,000 (to be transferred to CBMBA)
- CBMBA Contribution: $3,000 in non-cash match (labor, equipment, supplies)
- County Role: Serve as pass-through fiscal sponsor for the funds; no County cash match required.

Recommendation

Staff recommends that the Board approve acceptance of the USFS funds under the existing agreement and authorize staff to transfer the funds to CBMBA for the intended work. This approach will ensure timely maintenance at the West Maroon Trailhead while honoring the USFS's original funding intent.

FS Agreement No. 25-CS-11021500-040

Cooperator Agreement No. _____

CHALLENGE COST SHARE AGREEMENT
Between
GUNNISON, COUNTY OF
And The
USDA, FOREST SERVICE
WHITE RIVER NATIONAL FOREST

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between Gunnison, County of dba Gunnison County, hereinafter referred to as "the County or the Cooperator," and the United States Department of Agriculture (USDA), U.S. Forest Service, White River National Forest hereinafter referred to as the "Forest Service," under the authority: The Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154.

Background: This Challenge Cost-share Agreement provides a framework for the parties to cooperatively develop, plan, and implement projects and activities that are mutually beneficial to the parties and that enhance U.S. Forest Service activities.

Title: Recreation Stewardship Partnership

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to cooperatively develop, plan, and implement projects and activities focused on maintaining, cleaning, and other related tasks tied to trailheads and parking areas necessary in improving recreation access to National Forest System lands in Gunnison County, Colorado, in accordance with the following provisions and the hereby incorporated Operating Plan, attached as Exhibit A, and Financial Plan, attached as Exhibit B.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service, within its mandated responsibilities, desires to provide high quality, sustainable recreation opportunities on the White River National Forest. The U.S. Forest Service desires to partner with the County to improve and provide high quality recreation experiences for the Public visiting the White River National Forest.

Mutual benefits to the parties include, but not limited to: increased capacity for both organizations leading to improved recreation areas; ability to share expertise, skills and labor; working together to maximize resources and leverage funding opportunities; and opportunities to demonstrate project accomplishments. It is in the public interest, as well as

the mutual interest of both parties of this agreement, to jointly perform the agreed upon projects and activities that help to sustain recreation infrastructure and improve visitor experiences on the White River National Forest.

In consideration of the above premises, the parties agree as follows:

III. THE COUNTY SHALL:

A. LEGAL AUTHORITY. The County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

B. Provide accomplishment reporting as identified in Section V.

C. Meet with the U.S. Forest Service to plan projects, events, and other partnership activities, as needed.

D. Perform in accordance with the attached Exhibits, Operating Plans, Financial Plans, and/or Attachments.

E. Coordinate with the U.S. Forest Service, non-profit organizations, for-profit organizations, federal, state, local, and individuals as deemed necessary to properly implement the objectives of Operating Plan(s) and Financial Plan(s) incorporated to this agreement.

F. Be responsible for ensuring that projects are completed in a timely manner, achieved required performance standards, and monitored in accordance with established monitoring and adaptive management plans.

G. Will proactively collaborate with the local community, volunteers, stakeholders, individuals, and non-profits to ensure the East Maroon Trailhead parking lot and vaulted toilet remain open to the public.

IV. THE FOREST SERVICE SHALL:

A. PAYMENT/REIMBURSEMENT. The Forest Service shall reimburse the County for the Forest Service's share of actual expenses incurred, not to exceed $10,000.00, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The Forest Service shall make payment upon receipt of the County’s monthly invoice. Each invoice from the County shall display the total project costs for the billing period, separated by Forest Service and the County ’s share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the County’s full match

towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. The County name, address, and telephone number.
2. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by Forest Service and The County share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Budget & Finance
Grants and Agreements
4000 Masthead St, NE
Albuquerque, NM 87109

Send a copy to: clark.woolley@usda.gov

B. Provide relevant Federal direction and guidance on federal laws and policy, as necessary.

C. Provide technical supervision and support as requested by the County to assist in the implementation of partnership activities and programs.

D. Provide U.S. Forest Service personnel, as requested, during various phases of the projects from project planning to execution as well as assist with project monitoring and reporting.

E. Ensure that all agreed to activities and projects incorporated in attached Operating Plan(s) and Financial Plan(s) comply with Forest plans, National Environmental Policy Act (NEPA) documents, Agency Guidance, and all applicable laws and regulations.

F. Allow the County to complete mutually agreed to activities and projects on National Forest System lands, which includes but is not limited to, providing the County's employees and its agents access to federal lands to perform project planning, implementation, maintenance, and monitoring activities and projects incorporated in Operating Plan(s) and Financial Plan(s).

G. Meet regularly with the County to plan projects, events, and other partnership activities, as needed.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Ed Casebolt 195 Basin Park Drive Gunnison, CO 81230 Telephone: 970-641-0044 FAX: 970-641-8120 Email: ecaseboltiii@GunnisonCounty.org	Cathie Pagano 195 Basin Park Drive Gunnison, CO 81230 Telephone: 970-641-7381 FAX: 970-641-8120 Email: cpagano@GunnisonCounty.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Clark Woolley, Partnership Coordinator 900 Grand Avenue Glenwood Springs, CO 81601 Telephone: 970-948-9803 Email: clark.woolley@usda.gov	Alex Specht, G&A Specialist 900 Grand Avenue Glenwood Springs, CO 81601 Telephone: 720-689-6932 Email: alex.specht@usda.gov

B. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or the County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the agreement.

To the County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.

D. ENDORSEMENT. Any of the County's contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of the County's products or activities.

E. USE OF FOREST SERVICE INSIGNIA. In order for the County to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the Forest Service's Office of Communications (Washington Office). A written request will be submitted by the Forest Service White River National Forest to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service White River National Forest will notify the The County when permission is granted.

F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. The County agree(s) that any of the County's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the County has hereby willingly agreed to assume these responsibilities.

Further, the County shall provide any necessary training to the County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

H. NONDISCRIMINATION. The recipient/cooperator of this award must comply with all applicable Federal anti-discrimination laws and regulations. For more information about USDA Civil Rights requirements, please visit https://www.usda.gov/about-usda/general-information/staff-offices/office-assistant-secretary-civil-rights.

I. ELIGIBLE WORKERS. The County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

J. PAID SICK LEAVE REQUIREMENTS. Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement.

K. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). the County shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

L. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

The County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

The County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

The County shall maintain effective control over and accountability for all Forest Service funds. The County shall keep effective internal controls to ensure that all

United States Federal funds received are separately and properly allocated to the activities described in the award/agreement and used solely for authorized purposes.

4. Source Documentation

The County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the Forest Service upon request.

M. INDIRECT COST RATES- PARTNERSHIP. Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 15 percent of modified total direct costs (MTDC). MTDC is defined as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award).

2. For rates greater than 15 percent and less than 25 percent, the Cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.

3. For a rate greater than 25 percent, the U.S. Forest Service may require that the Cooperator request a federally approved rate from 's cognizant audit agency no later than 3 months after the effective date of the agreement. will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.

N. OVERPAYMENT. Any funds paid to the County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the County to the Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or

- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the County.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the Forest Service may charge interest on an overdue debt.

O. AGREEMENT CLOSEOUT. Within 120 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to the County must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the Forest Service by the County.

If this agreement is closed out without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:
- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information

The County shall submit **annual** performance reports to the Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the County's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of

the type or format. The County shall provide access and the right to examine all records related to this agreement to the Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

R. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

T. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the County to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to the County on completion of the project, if appropriate.

U. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the Forest Service as would other National Forest improvements of a similar nature. No part of this agreement entitles the County to any interest in the improvements, other than the right to use them under applicable Forest Service regulations.

V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The County must maintain cost and price analysis documentation for potential Forest Service review. The County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

W. GOVERNMENT-FURNISHED PROPERTY. The County may only use Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The County shall not modify, cannibalize, or make alterations to Forest Service property. A separate document, Form AD-107, must be completed to document the loan of Forest Service property. The Forest Service shall retain title to all Forest Service-furnished property. Title to Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Cooperator Liability for Government Property.

1. Unless otherwise provided for in the agreement, the County shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:

   a. The risk is covered by insurance or the County is/are otherwise reimbursed (to the extent of such insurance or reimbursement).

   b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the County's managerial personnel. The County's managerial personnel, in this clause, means the County's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the County's business; all or substantially all of the County's operation at any one plant or separate location; or a separate and complete major industrial operation.

2. The County shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The County shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

3. The County shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

4. Upon the request of the Grants Management Specialist, the County shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

X. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the County or more severe enforcement action by the Forest Service;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current agreement for the County's program;

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

Y. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the Forest Service and the County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

2. By 30 days written notification by The County to the Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, the County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Forest Service shall allow full credit to the County for the United States Federal share of the non-cancelable obligations properly incurred by the County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

Z. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

AA. DEBARMENT AND SUSPENSION. The County shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

BB. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

CC. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

DD. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 12/31/2028 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

EE. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

MATTHEW BIRNIE, County Manager Date
Gunnison County, State of Colorado

BRIAN GLASPELL, Forest Supervisor Date
U.S. Forest Service, White River National Forest

The authority and format of this agreement have been reviewed and approved for signature.

ALEX SPECHT Date
U.S. FOREST SERVICE, Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 25-CS-11021500-040
EXHIBIT A - Operating Plan

TITLE: West Maroon Trailhead

GENERAL PROJECT DESCRIPTION:

The Operating Plan and associated Financial Plan guide the Agreement's goals of improving high-use recreation areas on the Aspen Sopris Ranger District. Projects undertaken under this Operating Plan focus on maintaining, cleaning, and trash pickup at the West Maroon Trailhead which includes the restroom facilities and parking area with the objective of improving the recreation experience to National Forest System lands in Gunnison County. Without this cooperative effort, high-use parking areas face increased risks of excessive trash, overflowing facilities, and resource damage, which negatively impact visitor experiences. Collaborating with partners like the Cooperator in public land stewardship actively works toward providing world-class recreation that connects people to their lands.

PROJECT SPECIFICS:

Work will be completed on National Forest System lands within the White River National Forest as described below:

High-Use Recreation Area Improvements:
Parties will collaborate on maintaining the West Maroon Trailhead and surrounding areas improving Forest Service recreation infrastructure and recreation access to National Forest System lands. Additional projects, programs, and activities may be incorporated to this Agreement following modification procedures. All accomplishments for Projects and Activities listed above shall be recorded within the annual report prepared at the conclusion of each field season.

BUDGET NARRATIVE:

The incorporated financial plan estimates the interchange of funds, labor, services, equipment, supplies, and other resources contributed to the cost of the operating plan and outlines the funding responsibilities of each party. The U.S. Forest Service will provide staff and associated resources to oversee the project, as applicable. U.S. Forest Service staff will also assist with logistics, layout projects, provide project instructions, inspect work, and other applicable activities, as applicable, to setup both parties for success.

TERM OF OPERATING PLAN: Partnership work will be completed during the period starting on the date of the fully signed modification and completed by the expiration of the agreement.

OVERVIEW OF COOPERATIVE WORK: Parties will meet frequently to cooperatively develop, plan, and implement volunteer projects related to trail maintenance and forest conservation projects on the White River National Forest.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: Exhibit B

USFS Agreement No.: 25-CS-11021500-040 Mod. No.:

Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$749.26	$0.00	$0.00	$0.00	$749.26
Travel	$56.00	$0.00	$0.00	$0.00	$56.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies/Materials	$0.00	$0.00	$0.00	$0.00	$0.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$10,000.00	$3,000.00	$0.00	$13,000.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal	$805.26	$10,000.00	$3,000.00	$0.00	$13,805.26
Coop Indirect Costs		$0.00	$1,300.00		$1,300.00
FS Overhead Costs	$120.79				$120.79
Total	$926.05	$10,000.00	$4,300.00	$0.00	
Total Project Value:					$15,226.05

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 71.76%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 28.24%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Rec Manager		$374.63	2.00		$749.26
					$0.00

Non-Standard Calculation

Total Salaries/Labor		**$749.26**

Travel

Standard Calculation

Travel Expense		Cost/Trip	# of Trips		Total
FS Vehicle/Fleet		$28.00	2.00		$56.00
					$0.00

Non-Standard Calculation

Total Travel		**$56.00**

Subtotal Direct Costs	$805.26

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
15.00%	$805.26			$120.79
Total FS Overhead Costs				**$120.79**

TOTAL COST	**$926.05**

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
Maintaining, cleaning, and other related		2.00	$5,000.00		$10,000.00
tasks tied to trailheads and parking areas					$0.00
					$0.00

Non-Standard Calculation

Total Other		**$10,000.00**

Subtotal Direct Costs	$10,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
0.00%	$10,000.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$10,000.00**

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
Maintaining, cleaning, and other related		2.00	$1,500.00		$3,000.00
tasks tied to trailheads and parking areas					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Other					**$3,000.00**

Subtotal Direct Costs	$3,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
10.00%	$3,000.00			$300.00
10.00%	$10,000.00			$1,000.00
Total Coop. Indirect Costs				**$1,300.00**

TOTAL COST	**$4,300.00**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested:

Parties to the Agreement:

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

Summary:

The 2024 Petition for Abatement is a denial for account R074108.
Short Legal Description of property: EAST & WEST TRACTS, STONE MINOR SUBDIVISION

Fiscal Impact:

Submitted by: Heather MacDonald **Submitter's Email Address:** hmacdonald@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 8/19/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/19/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jreynolds Discharge Date: 8/21/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15 minutes

Agenda Date: 9/2/2025

Revised April 2015

SCANNED

RECEIVED
APR 14 2025
BY: KVC

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Gunnison

Date Received _____
(Use Assessor's or Commissioners Date Stamp)

R074108

Section I: Petitioner, please complete Section I only.

Date: 04/10/2025
Month Day Year

Petitioner's Name: David G. Kinard

Petitioner's Mailing Address: 158 Rio Vista Rd.
Gunnison, Colorado 81230
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
378703400067	350 Rio Vista Rd., Gunnison, CO 81230

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2024 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

See attached

Petitioner's estimate of value: $ 320,000.00 (Value) (2024) (Year)

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

David G. Kinard
Petitioner's Signature

Daytime Phone Number (361) 815.6183

Email David.kinard@ymail.com

By _____
Agent's Signature*

Daytime Phone Number ( )

Printed Name: _____

Email _____

*Letter of agency must be attached when petition is submitted by an agent.

The assessed value and resulting tax amounts are calculated from the adjusted actual value. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

Tax Year _____

	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original							
Corrected							
Abate/Refund							

☐ **Assessor recommends approval as outlined above.**

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: _____ Protest? ☐ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

☒ **Assessor recommends denial for the following reason(s):** Sales of similar lots between July 1, 2019 through June 30, 2022 support the 2024 valuation.

Alexandra Cohen
Assessor's or Deputy Assessor's Signature

15-DPT-AR No. 920-66/17

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to $10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of $10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

Tax Year _____

	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original							
Corrected							
Abate/Refund							

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

_____ _____
Petitioner's Signature **Date**

_____ _____
Assessor's or Deputy Assessor's Signature **Date**

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on _____/_____/_____, at which meeting there were present the following members:
Month Day Year

_____

_____

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ ***(being present--not present)*** and
Name

Petitioner _____ ***(being present--not present)***, and WHEREAS, the said
Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board ***(agrees--does not agree)*** with the recommendation of the Assessor, and that the petition be ***(approved--approved in part--denied)*** with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund

_____
Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, _____.
Month Year

_____
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than $10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator

(For all abatements greater than $10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby
☐ Approved ☐ Approved in part $_____ ☐ Denied for the following reason(s):

_____ _____ _____
Secretary's Signature Property Tax Administrator's Signature Date

15-DPT-AR No. 920-66/17

Dear County Commissioner,

I am writing to petition for a correction and refund in taxes related to my property located at 350 Rio Vista Rd., Gunnison, CO 81230.

The current taxes I believe to be extremely high due to an erroneous valuation or overvaluation. In any case I am seeking to have the value adjusted down for the following reasons.

- This property is currently overgrown and unbuildable.
- The noise from the property is dominated by the planes flying directly overhead as this property is lined up with the flight, landing and takeoff path for the main runway of the Gunnison/Crested Butte Airport to the East.
- There is an enormous volume of automobile, truck and motorcycle traffic given the properties location and proximity just yards to the South of HWY 50.
- The property is low lying and has flooded several times over the past years according to long time neighbor Greg Haase, 337 Rio Vista Rd. He claims that is the reason for the levy around the property and it has been bulldozed completely shut to avoid further flooding of the neighborhood multiple times.
- There are mounds of dumped dirt and rock all over the north east side of the property. Some of these mounds contain trash and busted up concrete. All of which makes for unbuildable and dangerous navigation by foot.
- There are several downed 50-60 foot tall cottonwood trees obstructing the use of the property that have fallen down from past storms.
- There is a resident bear that lives on the property and has a den of some sort. The neighbors have many pictures of this large black bear. We believe it to be a Male bear. The den is towards the middle of the east side of the lot and is protected by thick overgrowth on all sides. I have seen many signs of trash and Bear waste throughout the property.
- The property is valued on the tax website at $803,380. After being listed for sale for roughly a year or more, I purchase it for $320,000 in 2024.
- The best comparable is the neighboring property to the east contiguous to mine. It is a much more groomed, leveled and accessible property with wide open areas, and can be accessed by vehicle or by foot. Mine cannot safely be accessed by either. The county has this property, parcel number 3787-034-00-061 value at $337,750. This property is also larger in size than mine.

For these reasons and others, I am requesting a correction in the value of this property. Thank you for your time and consideration. Please feel free to contact me for a tour or to answer any questions. Thanks again.

COLORADO

Gunnison County Assessor's Property Record Search

Neighboring Property

R042877
RIO VISTA RD , GUNNISON

Total Actual Value
$337,750

SUMMARY

Account #	**R042877**
Parcel #	**3787-034-00-061**
Account Type	**Vacant**
Economic Area	**Econ Area 1**
Owner Name	**CLAYTON ERIC A, CLAYTON DONNALYNN J**
Mailing Address	**9305 SPENCER CT LAKESIDE, CA 92040-4641**
Property Location	**RIO VISTA RD , GUNNISON**
Legal Description	**2.135 ACRES IN SECTION 3, TOWNSHIP 49N, RANGE 1W**
The Legal Description is abbreviated and not intended for use on a deed.	
Parcel Notes	-

CURRENT ASSESSMENT INFORMATION

Tax Year	**2024**
Tax District	**601**
Mill Levy	**52.221**
Land Actual Value	**$337,750**
Building Actual Value	**$0**
Total Actual Value	**$337,750**
Land Assessed Value	**$94,230**
Building Assessed Value	**$0**
Total Assessed Value	**$94,230**

Please note: between January 1 and April 30, the values shown above will reflect the property's valuation from the prior tax year. Any changes to this valuation due to reappraisal or new construction will be displayed from May 1 onwards.
For information about 2024 and 2025 assessment rates, please refer to this document.

Data last updated: 04/10/2025

2024 ABATEMENT HEARING
Gunnison Board of County Commissioners

The Gunnison County Assessor's Office has been asked to communicate their mass appraisal results for a property that was appraised as part of the 2023/2024 Reappraisal Cycle.

For property tax purposes, Colorado Assessor's Offices reappraise every odd-numbered year. The appraisal date for 2023 and 2024 valuations was June 30, 2022, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The Assessor's Office uses a technique called mass appraisal to establish property values. In mass appraisal, a large set of property sales are analyzed together to determine how characteristics such as location, size, and views influence sales price. Out of this analysis, a mathematical model is developed, which is then used to calculate a market value for all properties of the same type in the same geographic area.

The following page(s) characterize the petitioner's property and compare it to several example sales selected from the full array of sales that were used to set the value of the property.

The property being characterized for this hearing is identified as:

Property Owner:	**DAVID G. KINARD**
Account Number:	**R074108**
Parcel Number:	**3787-034-00-067**
Legal Description:	**EAST & WEST TRACTS, STONE MINOR SUBDIVISION**
2024 Value:	**$803,380**

SALES STUDY PERIOD:
JULY 1, 2019 - JUNE 30, 2022

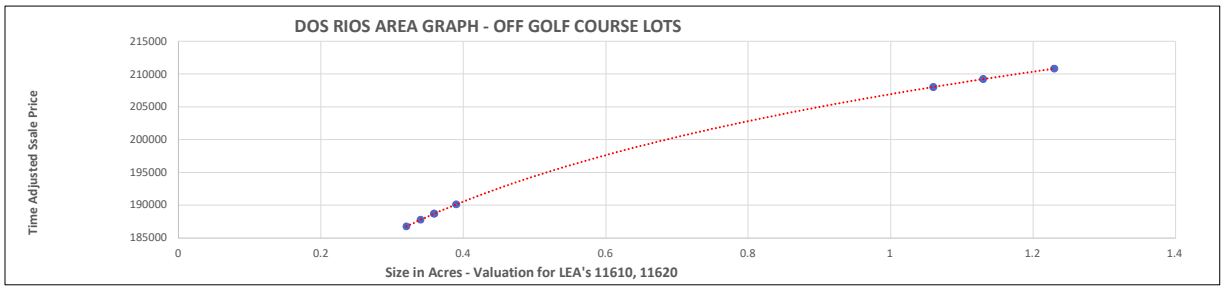
2023 GUNNISON COUNTY REAPPRAISAL

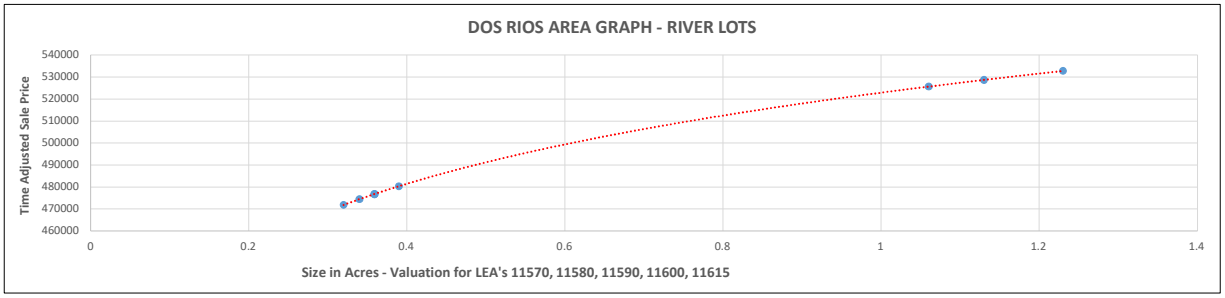
ECONOMIC AREA 1 SUBDIVISIONS
DOS RIOS AREA STUDY

LEA - 10250: GUNNISON RESIDENTIAL MAIN AREA - VACANT SALES								
ACCOUNT NUMBER	LEA	SALE DATE	ADJUSTED SALE PRICE	TIME ADJUSTED SALE PRICE	ACRES	TASP PER ACRE	PARCEL NUMBER	LEGAL
R010734	11550	5/24/2021	$130,000	$222,950	0.320	$696,719	3787-100-06-044	LOT 77, DOS RIOS SUBDIVISION, UNIT NO. 3
R010766	11560	7/24/2019	$70,000	$146,962	0.340	$432,241	3787-100-07-024	LOT 55, DOS RIOS SUBDIVISION, UNIT NO. 3
R071246	11540	6/9/2020	$150,000	$298,500	0.359	$831,476	3787-100-01-086	LOT 29, DOS RIOS SUBDIVISION, UNIT NO. 1
R073423	11560	4/1/2022	$173,000	$188,700	0.359	$525,627	3787-100-01-091	LOT 26, DOS RIOS SUBDIVISION, UNIT NO. 1
R010774	11550	9/10/2021	$135,000	$201,825	0.390	$517,500	3787-100-07-032	LOT 44, DOS RIOS SUBDIVISION, UNIT NO. 3
R045252	11630	12/19/2019	$270,000	$553,419	1.060	$522,093	3787-100-34-012	LOT 20, TOMICHI CREEK SUBDIVISION
R010690	11540	10/6/2020	$172,000	$342,280	1.130	$302,903	3787-100-04-027	LOT 13A, DOS RIOS SUBDIVISION, UNIT NO. 2
R045253	11630	6/3/2021	$295,000	$505,925	1.230	$411,321	3787-100-34-013	LOT 19, TOMICHI CREEK SUBDIVISION

These Sales are analyzed using the Time Adjusted Sale Price and the Land Size by acre.

Results of the Multiple Regression Analysis are reflected below with Graphs depicting the influence of "Dos Rios - Off Golf Course Lots" and "Dos Rios River Lots."





SUBDIVISIONS COMPARED TO DOS RIOS STUDY

LEA	SUBDIVISION	MEDIAN ACREAGE	2023 VALUE
11570	DOS RIOS RIVER LOTS	1.091	$527,000
11580	DOS RIOS BIG RIVER LOTS	3.920	$591,300
11590	DOS RIOS ISLAND	1.515	$542,800
11600	DOS RIOS ISLAND DUPLEX	0.534	$494,100
11610	DOS AMIGOS HOMESITES	0.820	$203,300
11615	STONE MINOR SUBDIVISION	0.899	$517,900
11620	TOMICHI CREEK - OFF CREEK	0.280	$184,500

Stone Minor Subdivision – Discount calculated at 77.5612% of Full Market Value

Land Present Worth

Interest %		11.0000
Market Adjustments:		
Market Value		$ 517,900.00
Finance Adjustment	(+/-)	$ 0.00
Time Adjustment	(+/-)	$ 0.00
Property Characteristics	(+/-)	$ 0.00
Adjusted Sale Price	(=)	$ 517,900.00
Determine Unadjusted Selling Price:		
Unadjusted Sale Price (UASP)		$ 517,900.00
Development Cost Soft/Indirect	(-)	$ 0.00
Development Cost Hard/Direct	(-)	$ 0.00
UASP Less Development Costs	(=)	$ 517,900.00
Calculation of Absorption Period:		
Total Parcels		3
Parcels Sold in Period		1
Data Collection Period(months)	(/)	24
Absorption Per Month	(=)	0.041667
Calendar Year Months	(x)	12
Absorption Per Year	(=)	0.500000
Parcels Unsold	(/)	2
Absorption Per Year	(=)	0.500000
Absorption Period Remaining (yrs)		4
Adjusted Sale Price	(/)	$ 517,900.00
Absorption Period Remaining	(=)	4
Adjusted Sale Price Per Year	(x)	$ 129,475.00
Present Worth One Per Period	(=)	3.102446
Present Worth One		0.658731

Parcels Unsold %	66.6667%
Present Worth %	**77.5612%**
	Populate Cost Factor
	Populate PW Factor
PW Actual Value	**$ 401,689**

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BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 13 SERIES 2019

A RESOLUTION CONFIRMING APPROVAL OF THE 1979 THREE LOT MINOR SUBDIVISION FOR JOANN STONE

WHEREAS, Joann Stone did apply for a minor subdivision in 1979 referred to as LUC 62, 1979. The applicant proposed the subdivision of an approximately 2.67 acre parcel into three lots: Stone North Tract (0.876 acres), Stone West Tract (0.8995 acres), Stone East Tract (0.8981 acres), as described in attached Exhibit A.

WHEREAS, Gunnison County Board of County Commissioner minutes from October 16, 1979 state: "Ms. Williams presented a minor impact request for Joann Stone. Ms. Williams explained that a previous subdivision exemption was granted on a particular property on condition that further division would be allowed once access was obtained. Commissioner Leinsdorf made a motion that the Board approve Land Use Change application #62, Series 1979, to divide a tract of land of Joann Stone's into two lots, seconded by Commissioner Watters; passed unanimously." And

WHEREAS, an easement agreement recorded in the office of the Gunnison County Clerk and Recorder at Book 517, Page 231 provide access and utility installation to the Stone East Tract and Stone West Tract. The easement agreement also includes protective covenants for the Stone East Tract and Stone West Tract, recorded in the office of the Gunnison County Clerk and Recorder at Reception Book 517, Page 235; and

WHEREAS, the subject parcels are served by central water and sewer services. Comments from Marlene Crosby, Gunnison County Public Works Director, state that a lift station will be required for both parcels.

WHEREAS, the Board of County Commissioner minutes of October 16, 1979, the easement agreement, and the survey are attached to this Resolution as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the minor subdivision for Joann Stone is approved, subject to the following conditions:

THIS APPROVAL is affected noting that decision documentation includes, but is not limited to, the application and the entire Community Development Department Land Use Change Permit application file relative to this application. This approval is founded on each individual finding and requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

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 MASON, seconded by Commissioner MESSNER and passed on this 18th day of JUNE, 2019.

BOARD OF COUNTY COMMISSIONERS

ABSENT

Jonathan Houck,
Chairperson

John Messner,
Commissioner

Roland Mason,
Commissioner

ATTEST:

Elizabeth Monse

Gunnison County Clerk and Recorder

GUNNISON COUNTY SEAL COLORADO

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Exhibit A

Proceedings of the Board of County Commissioners October 16 19 79

The Gunnison County Board of County Commissioners held a regular meeting on Tuesday, October 16, 1979 at 8:00 a.m. in the Commissioner's Meeting Room of the Gunnison County Courthouse, 200 E. Virginia Ave., Gunnison, Colorado.

There were present: George Means, Chairman
Kenneth Watters, Vice Chairman
David Leinsdorf, Commissioner
Dorothy M. Johnson, Administrative Assistant
Rikki Santarelli, County Attorney
Paula Vatgborg, Secretary to the Board

*****

Dorothy Johnson met with the Board regarding various administrative matters. Marleen Zanetell appeared before the Board and discussion ensued.

*****

Tony Sanfratello, Finance Director, met with the Board regarding the monthly budget report and discussion ensued.

*****

Joanne Williams, Assistant Planning Coordinator, met with the Board regarding various Planning Commission matters.

Ms. Williams extended an invitation for the Board to attend a meeting of the Planning Commission on Wednesday, October 17, 1979 at 8:00 a.m. for the purpose of hearing a presentation to be made by Mr. Stan Michaelson, a mining consultant hired by the Commission.

Ms. Williams submitted, for the Board's review and consideration, a recommendation limiting the use of fireplaces in Gunnison County. The Board stated this was a controversial matter and would require public input before the Board would take any formal action on their recommendation.

Ms. Williams introduced discussion as to how many people should be allowed to attend Camp Gunnison at one time. Discussion ensued regarding sewer plant capacity, sleeping capacity of new cabins, etc.

Ms. Williams asked that a public hearing date be set on the sketch plan for the proposed Elk Ridge development. City annexation of this property was discussed.

Commissioner Leinsdorf made a motion in relation to the Elk Ridge sketch plan, that the Board refrain from setting a public hearing on the sketch plan at this time because the sketch plan is incomplete and because we don't have the necessary information on water, seconded by Commissioner Watters; passed unanimously.

Ms. Williams briefly discussed sketch plan information for Linda Hall and also requested that a public hearing date be set on the information submitted to the Board today. Ms. Williams explained the nature of the sketch plan as a division of 40 acres into 2-20 acre tracts. One 20 acre tract will be deeded to Mrs. Hall's husband. It was added that the Planning Commission will review this material on October 17th and due to that fact, the Board decided to wait on setting a public hearing date until more information has been gathered.

Ms. Williams presented a minor impact request for Joanne Stone. Ms. Williams explained that a previous subdivision exemption was granted on a particular property on condition that further division would be allowed once access was obtained.

Commissioner Leinsdorf made a motion that the Board approve Land Use Change application #62, Series 1979, to divide a tract of land of Joanne Stone's into two lots, seconded by Commissioner Watters; passed unanimously.

Ms. Williams presented a request for the division of a 10 acre mining claim into 2-5 acre tracts. The Planning Commission recommended that this application be denied on the grounds that it sets a precedent, wildlife consideration, etc.

Commissioner Leinsdorf made a motion that the Board deny Land Use Change application #54, Series 1979, and follow the recommendation of the Planning Commission that we deny it on the grounds of conflicts with Policies #1,3,6,7,8,9,10,12,15,18,19 and that on the grounds that the application with these conflicts is in an area of new development that we classify it as a development of major impact, seconded by Commissioner Watters; passed unanimously.

*****

The Board met with Anne Steinbeck, Director of Social Services, and discussion ensued.

*****

The meeting adjourned for lunch at 12:00 p.m. and reconvened at 1:30 p.m.

*****

Attorney Bob Wright met with the Board and presented the final plat for Building C of the Dos Rios Condominiums.

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BOOK 517 PAGE 231

Filed for record this 19th day of July A.D. 19 78, at 9:50 o'clock A.M. Harlan A. Smith RECORDER
Reception No. 332212 By Jane Delaney DEPUTY

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, in duplicate, is entered into this 17th day of July, 1978, between the DOS RIOS HOMEOWNER'S ASSOCIATION, a Colorado non-profit corporation, hereafter termed the "ASSOCIATION" and WILLIAM T. STONE and JO ANNE STONE, hereafter termed the "STONES".

WHEREAS, the Stones are the owners of the real property described on exhibit "A" attached hereto and incorporated herein by reference, which real property is not served by legal access and which property directly adjoins the property owned by the Association, and

WHEREAS, the Stones have requested that the Association grant an easement from the roads within Dos Rios Unit I, according to the plat thereof on file in the office of the Clerk and Recorder of Gunnison County, Colorado to the real property of the Stones described on exhibit "A", and

WHEREAS, in consideration for the granting of said easement, the Stones have agreed to certain terms and conditions imposed upon said easement and the real property described on exhibit "A" by the Association.

WHEREFORE, in consideration of the mutual promises herein set forth, the parties agree as follows:

1. That the Association shall, upon the date of execution hereof, grant to the Stones by quit claim deed an easement and right of way for purposes of vehicular and pedestrian access and underground utilities, being sixteen feet (16') in width, eight feet (8') on either side of the following described centerline:

Beginning at the Northeast corner of Section 10, Township 49 North, Range 1 West, New Mexico Principal Meridian, a brass cap in place; thence N 89°34' W 1,458.92 feet along the North line of said Section 10 to the true point of beginning; thence S 38°09' E, 87.39' along said centerline to a point of curve; thence 58.76' along the arc of a curve to the right having a delta of 28°24'51" and a radius of 118.50' to the point of tangency; thence S 09°44'35" E 105.64' along said centerline to a point of intersection with the centerline of an existing road located in Dos Rios Unit 1, according to the official plat thereof on file in the office of the Gunnison County Clerk and Recorder, from whence the Northeast corner of said Section 10 bears N 81°18'13" E 1,424.26'.

2. Said easement and right of way shall be subject to the following conditions and limitations:

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2.1 Said easement and right of way shall be non-exclusive.

2.2 Any sewer lines required to be run from the existing lines within Dos Rios Unit 1 to the real property described on exhibit "A" attached hereto shall be constructed entirely within the easement granted hereunder.

2.3 The road to be constructed upon said easement shall be built on a solid base which shall be topped with not less than 3/4" of decomposed granite.

2.4 The existing dyke parallel to the common boundary between the real property described on exhibit "A" attached hereto and the real property of the Association shall be maintained by the Stones at its current level, except only to the extent necessary to cut a road through said dyke to provide access via the easement granted hereunder, and except that said dyke may be removed at Stones' expense at such time as the real property set forth on Exhibit "A" has been built up to a leval equivalent to the level of the real property of the Association which is adjacent thereto.

2.5 That the Stones, their heirs, successors, personal representatives, and assigns, shall at all times be responsible and liable to maintain said easement in good order and repair, including snow removal.

3. That in consideration for the granting of said easement, the Stones shall, concurrently therewith, dedicate and declare substantially the same protective covenants as currently apply to Dos Rios Gunnison Homesites Unit No. 1 as to the real property described on exhibit "A" attached hereto and incorporated herein by reference.

4. That the Stones shall pay any and all fees and costs, including attorneys' fees, incurred by either party in the negotiation or preparation of this instrument or any documents provided for herein.

5. That this agreement shall be a covenant running with the land, and may only be amended by the execution of a written instrument executed by both parties hereto, or their respective successors, heirs, personal representatives and assigns.

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

ATTEST:

Secretary

DOS RIOS HOMEOWNER'S ASSOCIATION, A Colorado non-profit corporation

By _____
President

William T. Stone

Jo Anne Stone

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EXHIBIT "A"

A tract of land situate in the Southwest quarter of the Southeast quarter (SW¼SE¼), Section Three (3), Township Forty-Nine (49) North, Range One (1) West, New Mexico Principal Meridian, Gunnison County, Colorado, and more particularly that tract described as follows:

Commencing at corner no. 1 from whence the southeast corner of said Section 3, bears South 89°35' East 1315.4 feet, being corner no. 1; thence North 89°35' West 577.4 feet, to corner no. 2; thence North 34°33' East 74.9 feet to corner no. 3; thence North 3°32' East 5.7 feet, to corner no. 4; thence North 35°00' East 100.0 feet to corner no. 5; thence North 37°55' West 112.0 feet to corner no. 6, being a point on the south boundary of U. S. Highway No. 50; thence North 62°51' East 225.2 feet along the south boundary of said U. S. Highway No. 50 to corner no. 7; thence South 25°18' East 170.9 feet to corner no. 8; thence East 166.0 feet to corner no. 9; thence North 63°10' East 119.0 feet to corner no. 10; thence South 0°05' East 243.8 feet to corner no. 1, the place of beginning, containing 2.89 acres, more or less, and together with all water and water rights, ditches and ditch rights, used in connection with the domestic and irrigation purposes of said land.

BOOK 517 PAGE 235

Filed for record the 19th day of July A.D. 78 at 9:50 o'clock A. Marion A. Smith Recorder
Reception No. 326876 By Jane Pilcher Deputy

DECLARATION OF PROTECTIVE COVENANTS

WILLIAM T. STONE and JO ANNE STONE, as the fee owners of the real property described on exhibit "A" attached hereto and incorporated herein by reference, hereby make and declare the following covenants, limitations, conditions, restrictions and uses upon said real property under the terms and conditions hereafter set forth:

1. PROPERTY AFFECTED: These covenants are hereby made applicable to the following described property in Gunnison County, Colorado:

The real property described on exhibit "B" attached hereto and incorporated herein by reference, which shall be referred to herein as the "subject matter property".

2. GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping said real property, as far as possible, desirable, attractive, beneficial, uniform and suitable in architectural design, materials and appearance; limiting the use to residential buildings; and guarding against fires and unnecessary interference with the natural beauty and improper uses of adjoining properties; all for the mutual benefit and protection of all owners of said property, and adjoining properties within Dos Rios Gunnison Homesites Unit No. 1, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Gunnison County, Colorado.

3. IMPROVEMENTS ALLOWED: The subject matter real property shall be used for not to exceed two single family dwellings, subject to architectural control as hereafter stated; each single family dwelling shall be permitted to have a private garage and other outbuildings (enclosed and covered) incidental to residential use of the premises, and fences, walls, hedges, plantings, exterior antenna, and underground storage of fuel oil, and other usual appurtenances common to such residential use.

4. IMPROVEMENTS PROHIBITED: No structures shall be erected, altered or permitted to remain on any part of the subject matter property except those above stated as "improvements allowed". No flat, apartment, duplex, or multi-family dwelling shall be erected or maintained. No used or second-hand structure and no building of a temporary character, no basement, tent, shack or outbuilding shall be placed on said property, either temporarily or permanently; except that necessary appurtenances for and during actual construction may be used and trailers or structures of a temporary nature may be occupied for residence during the period of permanent construction of an approved and allowed improvement, but in any event for a maximum of one year.

5. ARCHITECTURAL CONTROL: No improvement shall be commenced, constructed, placed or altered on the subject property until the architectural requirements

for real property within the Dos Rios Gunnison Homesites Unit No. 1, according to the Declaration of Protective Covenants thereof recorded in Book 356 at page 155 of the Gunnison County records, have been fully complied with.

6. USES PROHIBITED: No business of any kind shall be permitted on the subject property or in any structure thereon, if it involves employment of more than one additional or non-family person. No oil drilling, mining, quarrying, placering, or mineral operations or explorations of any kind shall be permitted on the subject property. No animal, livestock or poultry of any kind shall be raised, bred or kept on the subject property or in any improvements thereon; except that dogs, cats and other household pets may be kept if there be no commercial uses of such pets. No signs or advertising structures, for home businesses or otherwise, shall be erected or maintained on the subject property or improvement; the architectural control committee may allow small and standard signs of attractive design for the sole purpose of advertising property for sale or lease. There shall be no dumping of waste materials on the subject property and garbage and trash shall be kept in sanitary containers and disposed of with reasonable promptness. Only gas-fired incinerators, enclosed in a building, shall be constructed or placed on the subject matter property. No firearms, fireworks, explosives, arrows, air rifles, BB guns or similar devices shall be discharged upon the subject matter property. No activity which may be or become an annoyance or nuisance to the neighborhood shall be carried on upon the subject matter property or in any improvement thereon.

7. DURATION OF COVENANTS: These protective covenants shall continue to be binding upon the declarants and all persons claiming by, under or through the declarants for the same period as the Declaration of Protective Covenants for the Dos Rios Gunnison Homesites No. 1, dated September 13, 1961 and recorded November 27, 1961, in Book 356 at page 155 of the records of Gunnison County, Colorado. Any amendment to or extension or renewal of said protective covenants in Book 356 at page 155 shall be deemed to automatically be an amendment, extension, or renewal hereof.

8. ENFORCEMENT OF COVENANTS: The protective covenants herein contained are accepted by the declarants, and every grantee, purchaser, owner, and signer of any agreement for purchase and sale, as to the real property the subject hereof and they each agree to conform to and observe said covenants. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning a lot within Dos Rios Gunnison Homesites Unit No. 1, or the Dos Rios Homeowner's Association, a Colorado non-profit corporation, or the owners of all or any portion of the real property the subject hereof, to institute proceedings at law or in equity to enforce the provisions of this instrument, and to recover damages, actual and punitive, together with reasonable attorneys' fees, for such violation.

9. SEVERABILITY: Invalidation of any one of the covenants herein contained, or any part thereof, by any judgment or court order, shall in no wise affect any of the other covenants and they shall remain in full force and effect.

IN WITNESS WHEREOF, William T. Stone and Jo Anne Stone have caused this instrument to be executed this 17th day of July, 1978.

William T. Stone

Jo Anne Stone

STATE OF COLORADO)
) ss
County of Gunnison)

The above and foregoing Declaration of Protective Covenants was acknowledged before me this 17th day of July, 1978 by William T. Stone and Jo Anne Stone.

My commission expires: October 15, 1979
Witness my hand and official seal.

Notary Public

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EXHIBIT "A"

A tract of land situate in the Southwest quarter of the Southeast quarter (SW¼SE¼), Section Three (3), Township Forty-Nine (49) North, Range One (1) West, New Mexico Principal Meridian, Gunnison County, Colorado, and more particularly that tract described as follows:

Commencing at corner no. 1 from whence the southeast corner of said Section 3, bears South 89°35' East 1315.4 feet, being corner no. 1; thence North 89°35' West 577.4 feet, to corner no. 2; thence North 34°33' East 74.9 feet to corner no. 3; thence North 3°32' East 5.7 feet, to corner no. 4; thence North 35°00' East 100.0 feet to corner no. 5; thence North 37°55' West 112.0 feet to corner no. 6, being a point on the south boundary of U. S. Highway No. 50; thence North 62°51' East 225.2 feet along the south boundary of said U. S. Highway No. 50 to corner no. 7; thence South 25°18' East 170.9 feet to corner no. 8; thence East 166.0 feet to corner no. 9; thence North 63°10' East 119.0 feet to corner no. 10; thence South 0°05' East 243.8 feet to corner no. 1, the place of beginning, containing 2.89 acres, more or less, and together with all water and water rights, ditches and ditch rights, used in connection with the domestic and irrigation purposes of said land.

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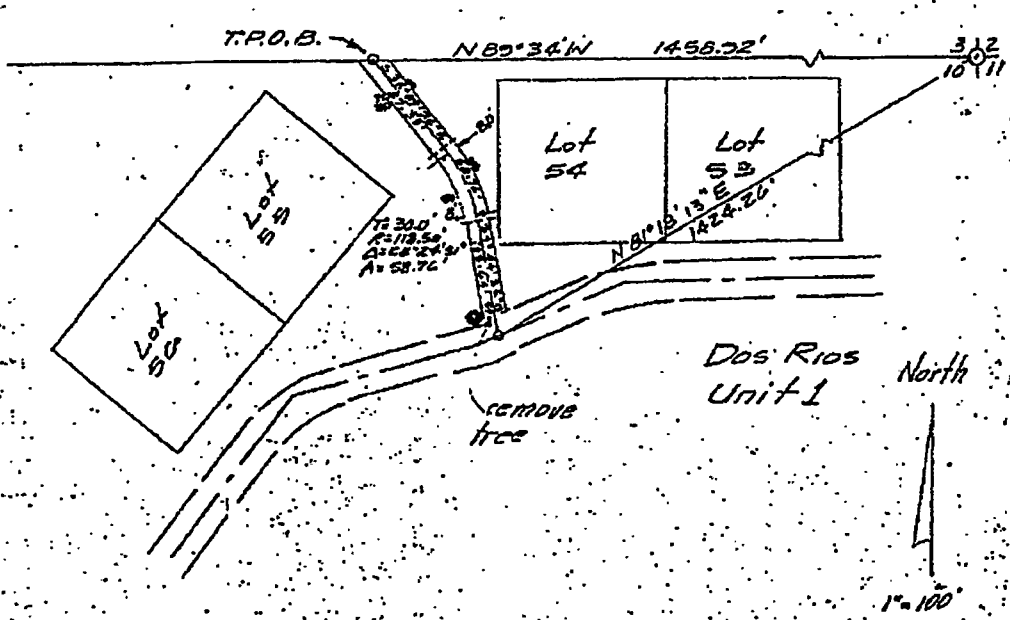
EXHIBIT "B"

16.0' WIDE ACCESS EASEMENT



SURVEY DESCRIPTION

A 16.0' WIDE ACCESS EASEMENT SITUATED IN THE NW¼NE¼ OF SECTION 10, T.49 N., R. 1 W., N.M.P.M. 8.0' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENERLINE;

BEGINNING AT THE NE CORNER OF SAID SECTION 10, A BRASS CAP IN PLACE; THENCE N 89° 34' W, 1458.92' ALONG THE NORTH LINE OF SAID SECTION 10 TO THE TRUE POINT OF BEGINNING;

THENCE S 38° 09' 26" E, 87.39' ALONG SAID CENTERLINE TO A POINT OF CURVE;

THENCE 58.76' ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 28° 24' 51" AND A RADIUS OF 118.50' TO A POINT OF TANGENCY;

THENCE S 09° 44' 35" E 105.64' ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AN EXISTING ROAD LOCATED IN DOS RIOS UNIT I SUBDIVISION ON FILE IN THE GUNNISON COUNTY RECORDS OFFICE, FROM WHENCE THE NE CORNER OF SAID SECTION 10 BEARS N 81° 18' 13" E 1424.26'.

SURVEYOR'S CERTIFICATE:

I, LEWIS E. GRIDLEY JR., A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY SHOWN ABOVE WAS PREPARED UNDER MY SUPERVISION, AND THAT THIS PLAT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

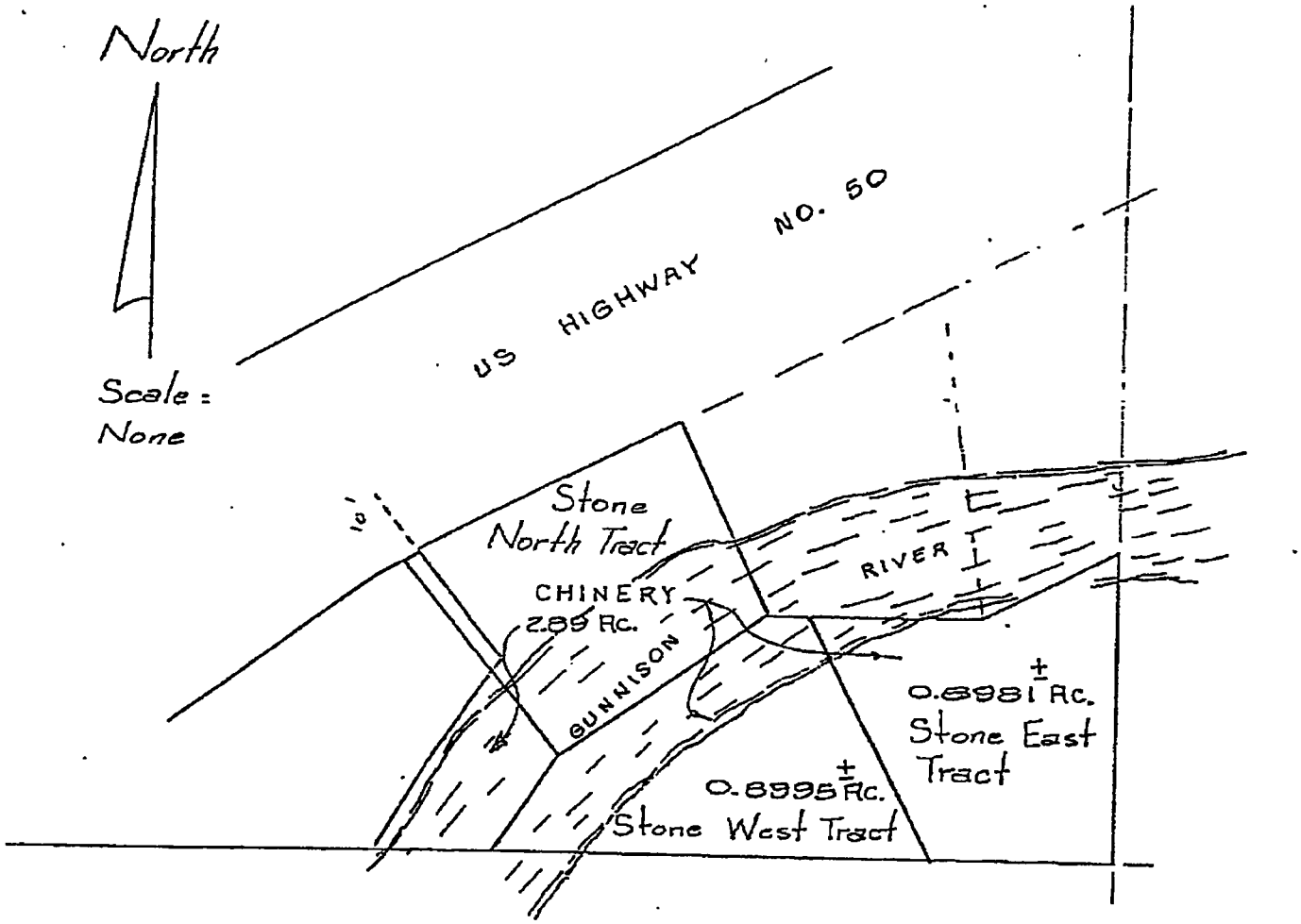
DATED THIS 21st DAY OF April, 19 78

Lewis E. Gridley Jr.

LEWIS E. GRIDLEY JR.
LAND SURVEYOR No. 12001

LEWIS EDWARD GRIDLEY JR. REGISTERED 12001 LAND SURVEYOR STATE OF COLORADO

Cm. Van Cleve & Jaschke Eng. Inc.
105 E. Tomichi Gunnison, Colo.



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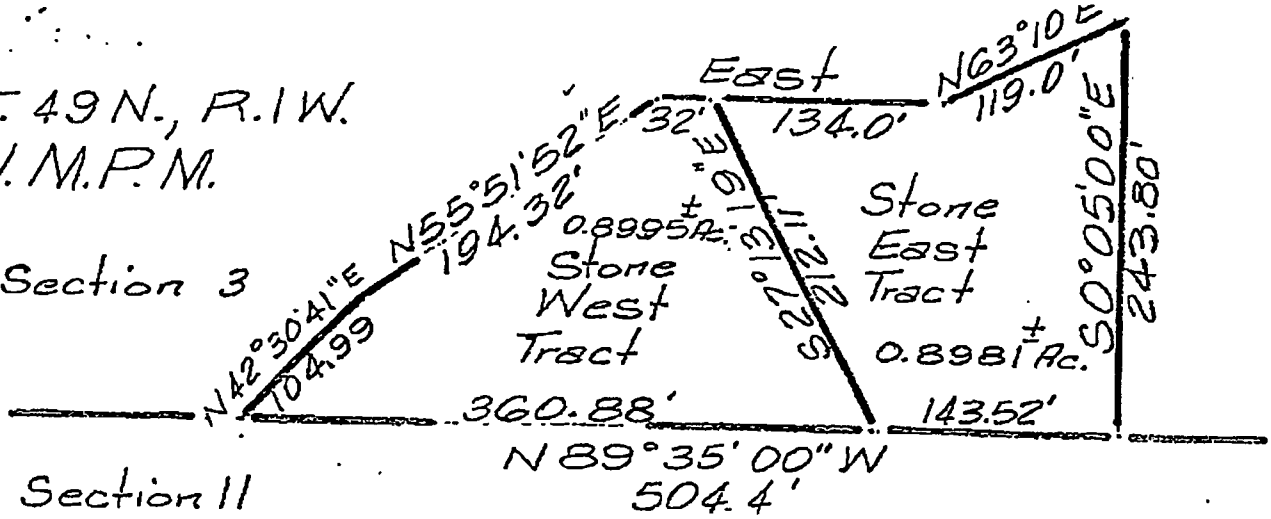

SURVEY DESCRIPTION STONE EAST TRACT

A TRACT OF LAND IN THE SW¼SE¼ OF SECTION 3, T.49N., R.1W., N.M.P.M., FORMERLY A PART OF THE "CHINERY TRACT TO STONE" DATED APRIL 26, 1961, TO WIT;

BEGINNING AT THE SE CORNER OF SAID SW¼SE¼; THENCE N89°35'W 143.52' ALONG THE SOUTH LINE OF SAID SECTION 3;

THENCE N27°13'19" W 212.11' ALONG THE COMMON LINE OF THE STONE EAST-WEST TRACT TO THE SOUTH LINE OF THE TRACT OF LAND DESCRIBED IN BOOK 285 AT PAGE 65, OF THE GUNNISON COUNTY RECORDS;

THENCE EAST 134.0' ALONG THE SOUTH LINE OF THE TRACT OF LAND DESCRIBED IN SAID BOOK 285 AT PAGE 65;

THENCE N63°10'E 119.0' TO THE EAST LINE OF SAID SW¼SE¼;

THENCE S0°05'E 243.8' ALONG THE EAST LINE OF SAID SW¼SE¼ TO THE POINT OF BEGINNING CONTAINING 0.89 ACRES MORE OR LESS.

SURVEY DESCRIPTION STONE WEST TRACT

A TRACT OF LAND IN THE SW¼SE¼ OF SECTION 3, T.49N., R.1W., N.M.P.M., FORMERLY A PART OF THE "CHINERY TRACT TO STONE" DATED APRIL 26,1961, TO WIT;

BEGINNING AT THE SE CORNER OF SAID SW¼SE¼;

THENCE N89°35'W 143.52' ALONG THE SOUTH LINE OF SAID SECTION 3 TO THE COMMON CORNER OF THE STONE EAST-WEST TRACT THE TRUE POINT OF BEGINNING;

THENCE N89°35'W 360.88' ALONG THE SOUTH LINE OF SAID SECTION 3 TO THE CENTERLINE OF THE GUNNISON RIVER;

THENCE N42°30'41"E 104.99' ALONG THE EAST LINE OF THE THEANDER TRACT AND THE CENTERLINE OF THE GUNNISON RIVER;

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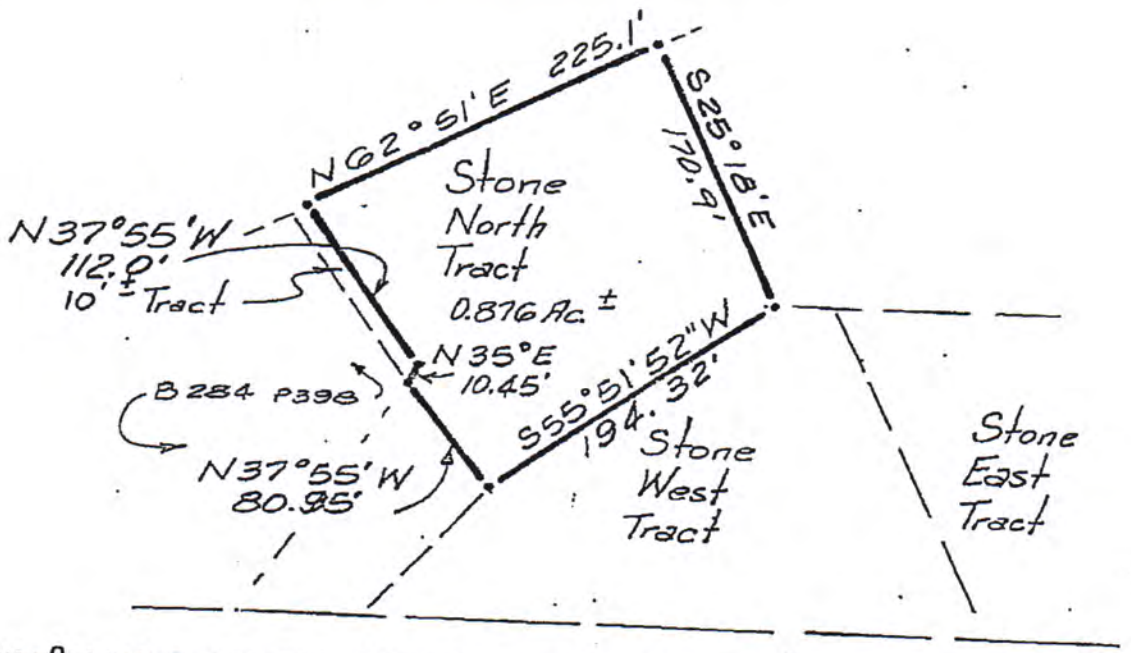


THENCE N55°51'52"E 194.32' ALONG THE CENTERLINE OF THE GUNNISON RIVER TO THE SOUTH LINE OF THE TRACT OF LAND DESCRIBED IN BOOK 285 AT PAGE 65 OF THE GUNNISON COUNTY RECORDS.

THENCE EAST 32.0' ALONG THE SOUTH LINE OF THE TRACT OF LAND DESCRIBED IN BOOK 285 AT PAGE 65 TO THE NW CORNER OF THE STONE EAST TRACT;

THENCE S27°13'19"E 212.11' ALONG THE WEST LINE OF THE STONE EAST TRACT TO THE TRUE POINT OF BEGINNING, CONTAINING 0.89 ACRES MORE OR LESS.

SURVEY DESCRIPTION

STONE NORTH TRACT

A TRACT OF LAND IN THE SW¼SE¼ OF SECTION 3, T.49N., R.1W., N.M.P.M., FORMERLY A PART OF THE "CHINERY TRACT TO STONE" DATED APRIL 26, 1961, TO WIT;

BEGINNING AT THE SE CORNER OF SAID SW¼SE¼;

THENCE N55°06'22"W 332.28' TO THE TRUE POINT OF BEGINNING, A POINT IN COMMON WITH THE STONE NORTH AND WEST TRACT AND THE TRACT DESCRIBED IN BOOK 285 AT PAGE 65;

THENCE S55°51'52"W 194.32' ALONG THE NORTH LINE OF THE STONE WEST TRACT AND THE CENTERLINE OF THE GUNNISON RIVER;

THENCE N37°55'W 80.95' TO THE SOUTHEAST LINE OF THE TRACT DESCRIBED IN BOOK 284 AT PAGE 398 OF THE GUNNISON COUNTY RECORDS;

THENCE N35°00'E 10.45';

THENCE N57°55'W 112.0' TO THE SOUTH BOUNDARY OF U.S. HIGHWAY NO. 50;

THENCE N62°51'E 225.2' ALONG THE SOUTH HIGHWAY BOUNDARY;

THENCE S25°18'E 170.9' TO THE TRUE POINT OF BEGINNING, CONTAINING 0.876 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, LEWIS E. GRIDLEY JR., A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY SHOWN ABOVE WAS PREPARED UNDER MY SUPERVISION, AND THAT THIS PLAT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

DATED THIS 16th DAY OF July, 1979.

Lewis E. Gridley Jr.

LEWIS E. GRIDLEY JR.
LAND SURVEYOR NO. 12001

LEWIS E. GRIDLEY JR. REGISTERED PROFESSIONAL ENGINEER & LAND SURVEYOR 12001 STATE OF COLORADO

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: June 2025 Sales Tax and Local Marketing Tax

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

June 2025 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: GUNCOUNTY1\mlamonica Discharge Date: 8/29/2025

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\MSchmidt Discharge Date: 8/29/2025

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

Agenda Date: 9/2/2025

Revised April 2015

Gunnison County, Colorado
Total Taxable Sales

Entity	2025 JAN	2025 FEB	2025 MAR	2025 APR	2025 MAY	2025 JUN	2025 JUL	2025 AUG	2025 SEP	2025 OCT	2025 NOV	2025 DEC	TOTAL
City of Gunnison	18,049,172	18,893,334	19,337,626	18,578,023	20,724,493	24,442,851							**$ 120,025,499**
Crested Butte	11,712,346	15,613,837	16,085,261	6,338,693	6,602,562	14,905,605							**$ 71,258,304**
Mt. Crested Butte	7,659,713	9,984,691	10,652,044	2,045,024	2,071,261	4,035,904							**$ 36,448,637**
Marble	46,130	58,375	71,577	43,549	276,046	408,711							**$ 904,388**
Pitkin	86,335	133,944	153,284	152,459	172,556	480,371							**$ 1,178,949**
Unincorporated	20,064,643	31,378,809	20,845,498	19,463,254	20,434,570	26,822,367							**$ 139,009,141**
TOTAL TAXABLE SALES	$ 57,618,339	$ 76,062,990	$ 67,145,290	$ 46,621,002	$ 50,281,488	$ 71,095,809							**$ 368,824,918**
Computed 1% Sales Tax	**$ 576,183**	**$ 760,630**	**$ 671,453**	**$ 466,210**	**$ 502,815**	**$ 710,958**							**$ 3,688,249**
% Incr(Decr) of 2025 over 202	0.67%	26.54%	9.20%	21.97%	6.40%	2.47%							

Entity	2024 JAN	2024 FEB	2024 MAR	2024 APR	2024 MAY	2024 JUN	2024 JUL	2024 AUG	2024 SEP	2024 OCT	2024 NOV	2024 DEC	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	18,330,133	21,152,783	**$ 262,219,653**
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	7,170,091	15,295,391	**$ 162,825,706**
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	2,391,943	7,987,074	**$ 64,357,026**
Marble	123,756	56,991	83,491	40,812	218,209	466,588	509,999	431,717	610,307	337,736	141,619	110,403	**$ 3,131,628**
Pitkin	89,194	50,628	59,135	115,088	84,932	290,488	501,439	440,850	357,610	212,714	82,909	159,512	**$ 2,444,499**
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	19,286,431	28,288,078	**$ 253,831,648**
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	$ 47,403,126	$ 72,993,241	**$ 748,810,160**
Computed 1% Sales Tax	**$ 572,367**	**$ 601,093**	**$ 614,872**	**$ 382,233**	**$ 472,591**	**$ 693,795**	**$ 827,403**	**$ 763,860**	**$ 708,325**	**$ 647,601**	**$ 474,031**	**$ 729,932**	**$ 7,488,102**
% Incr(Decr) of 2024 over 202	2.66%	2.83%	-6.31%	-2.06%	4.41%	8.19%	-3.85%	-2.93%	2.44%	23.78%	0.11%	14.68%	3.22%

Entity	2023 JAN	2023 FEB	2023 MAR	2023 APR	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	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 202	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 ONLY
SALES TAX REVENUE COMPARISONS

YEAR		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Year to Date
2025	COUNTY REVENUE	$ 361,947	$ 510,741	$ 413,486	$ 303,953	$ 327,112	$ 463,123							$ 2,380,363	**$ 2,380,363**
% Change over previous year (monthly)		*4.67%*	*40.35%*	*10.91%*	*25.14%*	*8.09%*	*1.68%*								***14.25%***
2024	COUNTY REVENUE	$ 345,784	$ 363,893	$ 372,803	$ 242,893	$ 302,632	$ 455,467	$ 517,661	$ 478,153	$ 443,264	$ 394,375	$ 307,805	$ 480,765	$ 4,705,494	**$ 2,083,472**
% 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%*	*1.36%*	*20.61%*		***5.38%***
2023	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	**$ 1,977,054**
% 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%*		***5.36%***
2022	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	**$ 1,876,534**
% 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%*		***19.19%***
2021	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	**$ 1,574,368**
% 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%*		***35.52%***
2020	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	**$ 1,161,754**
% 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%*		***13.38%***
2019	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	**$ 1,024,647**
% 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%*		***7.55%***
2018	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	**$ 952,705**
% 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%*		***11.12%***
2017	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	**$ 857,361**
% 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%*		***2.05%***
2016	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	**$ 840,108**
% 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%*		***11.09%***
2015	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	**$ 756,238**
% 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%*		

Budgeted Sales Tax Revenue	$ 4,407,000
% YTD Actual / Total Budgete	*54.01%*
Budgeted Sales Tax Revenue	$ 4,207,000
% YTD Actual / Total Budgete	*49.52%*
Budgeted Sales Tax Revenue	$ 3,940,000
% YTD Actual / Total Budgete	*50.18%*
Budgeted Sales Tax Revenue	$ 3,406,600
% YTD Actual / Total Budgete	*55.09%*
Budgeted Sales Tax Revenue	$ 3,406,600
% YTD Actual / Total Budgete	*46.22%*
Budgeted Sales Tax Revenue	$ 2,364,672
% YTD Actual / Total Budgete	*49.13%*
Budgeted Sales Tax Revenue	$ 2,110,144
% YTD Actual / Total Budgete	*48.56%*
Budgeted Sales Tax Revenue	$ 1,924,050
% YTD Actual / Total Budgete	*49.52%*
Budgeted Sales Tax Revenue	$ 1,838,400
% YTD Actual / Total Budgete	*46.64%*
Budgeted Sales Tax Revenue	$ 1,838,000
% YTD Actual / Total Budgete	*45.71%*
Budgeted Sales Tax Revenue	$ 1,590,000
% YTD Actual / Total Budgete	*47.56%*

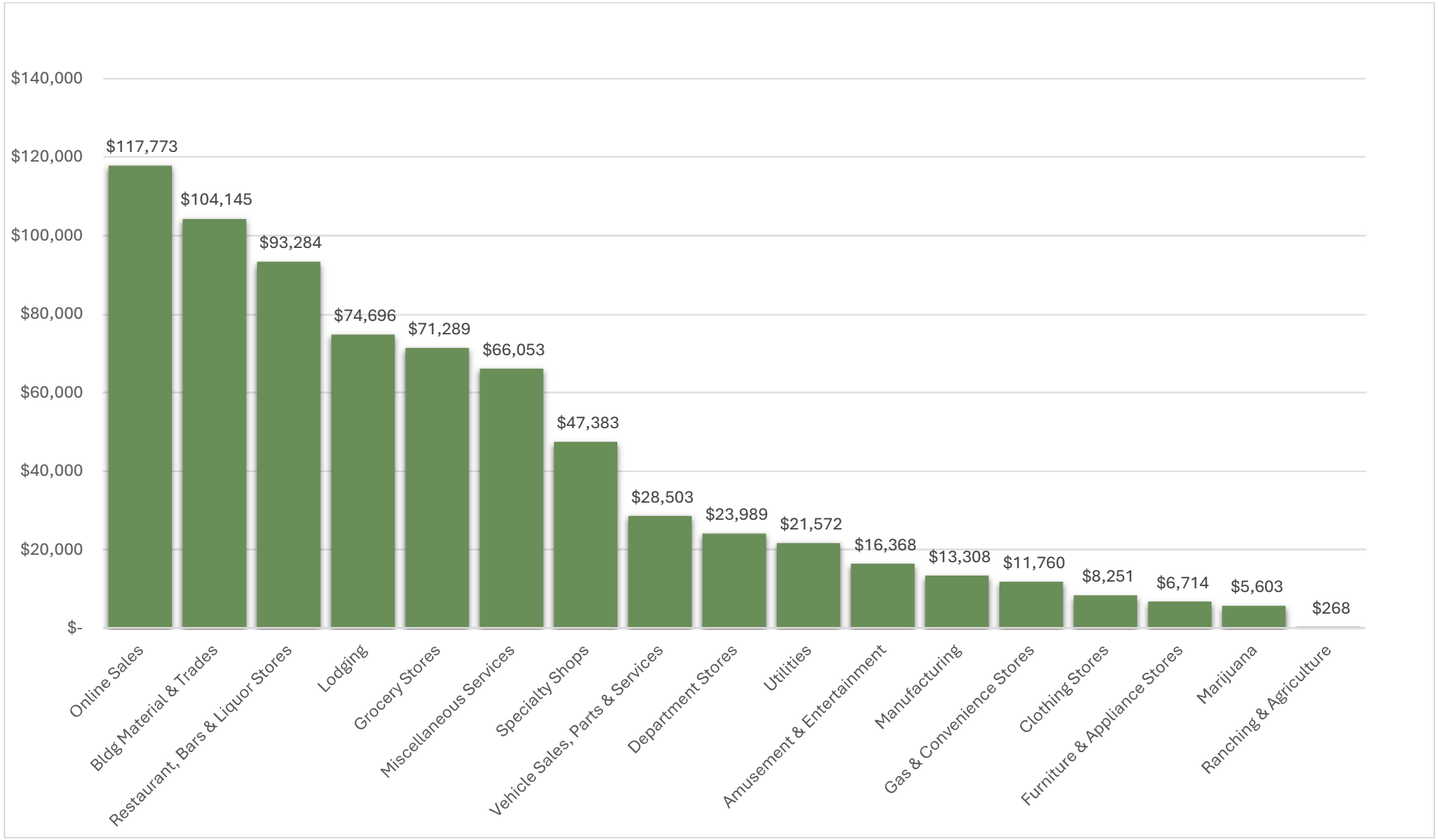
Sales Tax by Industry and Jurisdiction
June 2025 Sales

June 2025	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total	$ Change from PY	% Change from PY
Amusement & Entertainment	6,116	4,263	21	1,858	0	4,109	**$ 16,368**	$ (5,121)	-23.83%
Bldg Material & Trades	22,428	41,612	53	4,520	577	34,955	**$ 104,145**	$ 21,109	25.42%
Clothing Stores	6,034	1,905	-	305	-	7	**$ 8,251**	$ 154	1.90%
Department Stores	716	22,961	2	-	86	224	**$ 23,989**	$ 2,260	10.40%
Furniture & Appliance Stores	3,474	2,038	62	269	-	872	**$ 6,714**	$ (4,691)	-41.13%
Grocery Stores	17,099	53,430	97	163	159	341	**$ 71,289**	$ 5,076	7.67%
Lodging	11,722	14,711	531	20,217	1,615	25,900	**$ 74,696**	$ 7,135	10.56%
Manufacturing	2,998	2,869	30	2,287	117	5,007	**$ 13,308**	$ 2,670	25.10%
Marijuana	1,942	3,661	-	-	-	-	**$ 5,603**	$ 77	1.40%
Miscellaneous Services	12,359	21,924	243	7,117	710	23,699	**$ 66,053**	$ (2,524)	-3.68%
Online Sales	-	-	-	-	-	117,773	**$ 117,773**	$ (32,544)	-21.65%
Ranching & Agriculture	216	41	-	1	0	10	**$ 268**	$ 35	15.18%
Specialty Shops	10,084	14,810	74	361	328	21,725	**$ 47,383**	$ 9,735	25.86%
Utilities	2,028	(922)	148	2,046	246	18,026	**$ 21,572**	$ (4,075)	-15.89%
Vehicle Sales, Parts & Services	3,209	15,961	32	68	369	8,863	**$ 28,503**	$ 7,765	37.44%
Restaurant, Bars & Liquor Stores	46,845	36,953	2,795	1,148	135	5,408	**$ 93,284**	$ 8,712	10.30%
Gas & Convenience Stores	1,785	8,211	-	-	460	1,305	**$ 11,760**	$ 1,390	13.41%
Grand Total	**$ 149,056**	**$ 244,429**	**$ 4,087**	**$ 40,359**	**$ 4,804**	**$ 268,224**	**$ 710,958**	$ 17,164	2.47%
% Change from PY	*1%*	*4%*	*-12%*	*10%*	*65%*	*0%*	*2%*		

June 2024	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total
Amusement & Entertainment	6,003	9,047	21	2,903	16	3,499	**$ 21,488**
Bldg Material & Trades	24,794	41,680	94	1,166	80	15,222	**$ 83,037**
Clothing Stores	5,816	1,961	1	319	2	(2)	**$ 8,098**
Department Stores	-	21,729	-	-	-	-	**$ 21,729**
Furniture & Appliance Stores	7,350	2,703	83	113	14	1,142	**$ 11,405**
Grocery Stores	15,189	50,400	(0)	3	-	621	**$ 66,213**
Lodging	10,228	12,444	893	20,101	742	23,154	**$ 67,561**
Manufacturing	3,944	2,301	56	433	52	3,852	**$ 10,638**
Marijuana	2,019	3,507	-	-	-	-	**$ 5,526**
Miscellaneous Services	12,508	15,557	528	6,602	518	32,864	**$ 68,577**
Online Sales	-	-	-	-	-	150,317	**$ 150,317**
Ranching & Agriculture	174	53	-	-	-	5	**$ 233**
Specialty Shops	9,423	14,244	97	229	149	13,506	**$ 37,648**
Utilities	3,182	6,374	134	3,349	286	12,321	**$ 25,646**
Vehicle Sales, Parts & Services	2,047	12,634	37	72	421	5,526	**$ 20,738**
Restaurant, Bars & Liquor Stores	43,257	33,066	2,721	1,236	153	4,140	**$ 84,572**
Gas & Convenience Stores	1,202	6,436	-	-	473	2,259	**$ 10,370**
Grand Total	**$ 147,136**	**$ 234,135**	**$ 4,666**	**$ 36,526**	**$ 2,905**	**$ 268,426**	**$ 693,795**

Gunnison County Sales Tax by Industry

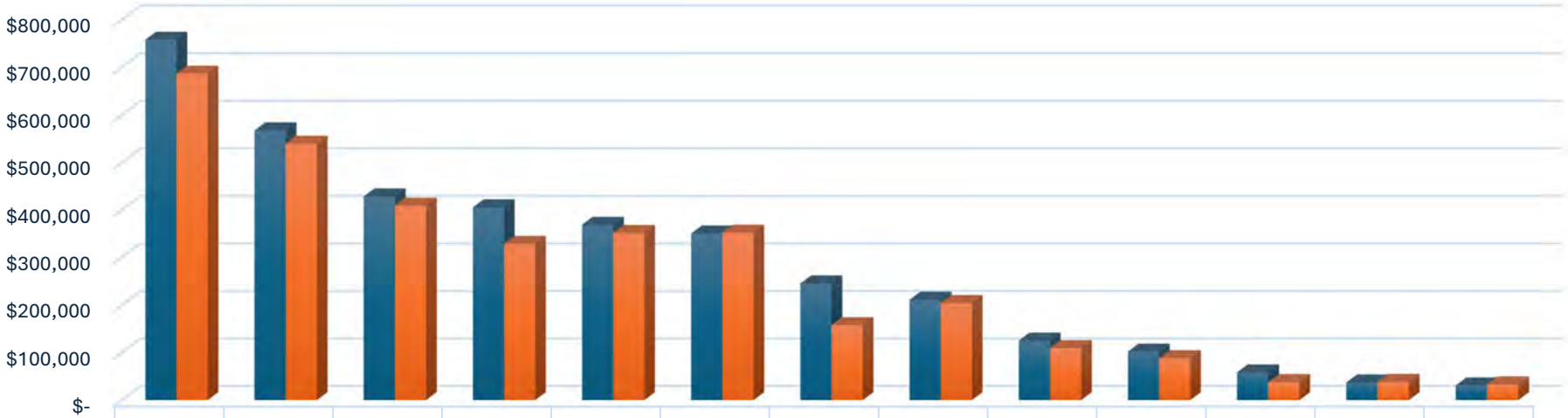
June 2025



Gunnison County Sales Tax

Year to Date Industry Comparison

2025 vs 2024



	ONLINE SALES	OTHER	REST/BARS/LIQ	BLDG MATERIAL	LODGING	GROCERY STORE	SPECIALTY SHOP	UTILITIES	VEHICLE SALES	DEPT STORES	FURNITURE/APPL	CLOTHING STORES	MARIJUANA
2025	757,697	567,227	428,522	405,552	368,908	350,515	245,348	211,222	125,003	101,991	58,351	37,104	30,810
2024	686,560	539,526	409,217	328,836	351,662	352,376	157,839	204,274	109,436	88,070	37,798	38,209	33,146

**Other=Amusement & Entertainment, Gas & Convenience Stores, Manufacturing, Miscellaneous Services, Ranching & Agriculture*

GUNNISON COUNTY

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2025														
Current Month Net Collection	552,411.00	366,081.52	482,897.74	109,532.30	143,816.00	357,268.00								
Marble Only Collections	*888.00*	*296.52*	*365.00*	*310.00*	*480.00*	*2,826.00*								
Non Marble Collections	*551,523.00*	*365,785.00*	*482,532.74*	*109,222.30*	*143,336.00*	*354,442.00*								
Interest Credit	38,440.00	537.00	116.00	56.20	9.00	-								
Program Cost	-	689.47	671.92	479.81	409.15	(11,529.51)								
Current Total Distribution	$ 590,851.00	$ 367,307.99	$ 483,685.66	$ 110,068.31	$ 144,234.15	$ 345,738.49	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,041,885.60	$ 2,041,885.60
% Change over previous year (cumulative)	*95.14%*	*-20.30%*	*-0.18%*	*16.94%*	*11.62%*	*5.43%*								13.47%
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	126,184.76	353,760.00		
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*	*990.76*	1,712.00		
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*	*125,194.00*	352,048.00		
Interest Credit	98.00	339.00	2.00	34.00	42.00	10.00	10.00	581.00	26.00	77.00	48.00	216.00		
Program Cost	454.95	818.84	664.34	608.05	430.22	(10,770.14)	729.17	820.36	608.90	807.26	564.64	255.67		
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	$ 126,797.40	$ 354,231.67	$ 3,850,977.16	$ 1,799,429.52
% 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%*	*-0.20%*	*2.81%*		12.96%
YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2023														
Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00	452,768.00	217,535.00	126,389.00	344,122.00		
Marble Only Collections	*584.00*	*(362.00)*	*926.00*	*318.00*	*600.00*	*2,512.00*	*2,919.00*	*1,950.00*	*5,775.00*	*1,270.00*	*564.00*	1,397.00		
Non Marble Collections	*317,905.00*	*327,570.00*	*431,738.00*	*95,968.00*	*123,421.56*	*299,625.15*	*495,479.00*	*354,535.00*	*446,993.00*	*216,265.00*	*125,825.00*	*342,725.00*		
Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00	835.00	100.00	85.00		
Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82	978.84	557.45	326.12		
Current Total Distribution	$ 318,774.21	$ 327,664.69	$ 433,112.61	$ 96,673.57	$ 124,484.83	$ 292,264.33	$ 498,464.59	$ 357,373.24	$ 453,495.82	$ 219,348.84	$ 127,046.45	$ 344,533.12	$ 3,593,236.30	$ 1,592,974.24
% 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%*		-10.76%
YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2022														
Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
Current Total Distribution	$ 327,433.99	$ 342,067.65	$ 577,958.31	$ 87,289.40	$ 121,894.10	$ 328,323.03	$ 479,362.31	$ 359,480.63	$ 381,932.34	$ 194,462.90	$ 110,094.52	$ 333,046.92	$ 3,643,346.10	$ 1,784,966.48
% 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%*		14.20%
YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2021														
Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
Current Total Distribution	$ 255,793.86	$ 321,802.16	$ 403,591.57	$ 95,161.04	$ 113,119.09	$ 373,494.58	$ 478,803.13	$ 367,144.34	$ 430,845.10	$ 170,090.37	$ 144,541.99	$ 335,612.28	$ 3,489,999.51	$ 1,562,962.30
% 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%*		78.01%
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	$ 878,026.68
% 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%*		-7.23%

	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	$ 946,464.05
% 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%*		1.14%
	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	$ 935,823.57
% 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%*		14.14%
	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	$ 819,874.87
% 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%*		6.33%
	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	$ 771,055.84
% 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%*		

COMPARATIVE LOCAL MARKETING DISTRICT TAX BY JURISDICTION

Jurisdiction	2025 January	2025 February	2025 March	2025 April	2025 May	2025 June	2025 July	2025 August	2025 September	2025 October	2025 November	2025 December	Grand Total
Crested Butte	63,764	65,188	85,998	14,202	19,914	63,177							$ 312,243
Gunnison	20,555	20,771	26,006	26,550	30,785	73,481							$ 198,148
Marble	888	297	365	310	480	2,826							$ 5,166
Pitkin	211	323	264	159	236	857							$ 2,050
Mt Crested Butte	444,891	213,368	296,116	42,176	42,947	106,715							$ 1,146,213
Unincorporated/ Gunnison County	60,542	66,672	74,265	26,192	49,463	110,212							$ 387,346
Program Cost	-	689	672	480	409	(11,530)							$ (9,279)
Grand Total	$ 590,851	$ 367,308	$ 483,686	$ 110,068	$ 144,234	$ 345,738	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,041,886

Jurisdiction	2024 January	2024 February	2024 March	2024 April	2024 May	2024 June	2024 July	2024 August	2024 September	2024 October	2024 November	2024 December	Grand Total
Crested Butte	70,997	71,490	79,674	14,439	13,019	58,935	95,784	78,292	81,695	27,033	23,907	59,382	$ 674,646
Gunnison	22,957	22,597	36,929	9,361	35,418	59,049	71,044	60,648	65,912	57,615	17,074	35,277	$ 493,881
Marble	233	495	1,071	378	1,125	5,321	3,695	2,715	7,583	1,571	991	1,712	$ 26,890
Pitkin	455	116	253	4	183	982	534	542	2,406	(140)	281	297	$ 5,913
Mt Crested Butte	164,641	305,295	292,509	45,906	39,698	108,867	209,912	134,312	173,552	56,202	54,810	192,003	$ 1,777,707
Unincorporated/ Gunnison County	43,038	60,028	73,447	23,428	39,349	105,536	145,706	146,389	103,505	41,046	29,171	65,305	$ 875,948
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	$ (4,008)
Grand Total	$ 302,776	$ 460,840	$ 484,547	$ 94,124	$ 129,222	$ 327,920	$ 527,404	$ 423,718	$ 435,262	$ 184,134	$ 126,797	$ 354,232	$ 3,850,977

Jurisdiction	2023 January	2023 February	2023 March	2023 April	2023 May	2023 June	2023 July	2023 August	2023 September	2023 October	2023 November	2023 December	Grand Total
Crested Butte	80,485	86,575	97,052	20,093	18,676	57,031	125,482	85,149	86,059	35,953	19,017	63,132	$ 774,704
Gunnison	20,102	18,630	36,773	14,004	22,552	64,907	58,596	64,356	89,441	34,185	20,253	30,013	$ 473,812
Marble	584	(362)	926	318	600	2,512	2,919	1,950	5,775	1,270	564	1,408	$ 18,464
Pitkin	228	317	126	231	124	761	1,490	592	3,711	166	31	324	$ 8,101
Mt Crested Butte	173,293	183,692	253,661	44,832	46,901	78,627	158,286	104,205	169,130	63,240	55,994	197,897	$ 1,529,758
Unincorporated/ Gunnison County	43,785	38,389	44,129	16,810	35,189	98,319	151,627	100,291	98,654	83,556	30,630	51,433	$ 792,812
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	$ (4,414)
Grand Total	$ 318,774	$ 327,665	$ 433,113	$ 96,674	$ 124,485	$ 292,264	$ 498,465	$ 357,373	$ 453,496	$ 219,349	$ 127,046	$ 344,533	$ 3,593,236

GUNNISON COUNTY

COMPARATIVE LOCAL MARKETING DISTRICT TAX BY NAICS

	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	
NAICS	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Sales Financing	-	-	-	-	-	-							$ -
Lessors of Residential Buildings	27,046	23,553	47,458	985	9,847	43,153							$ 152,042
Lessors of Other Real Estate Property	267,649	32,343	44,562	1,581	4,102	14,078							$ 364,315
Residential Property Managers	23,115	27,090	35,894	1,597	6,294	17,076							$ 111,066
Hotels and Motels	78,447	104,564	162,868	29,103	32,938	105,962							$ 513,882
Bed and Breakfast Inns	1,161	2,963	5,166	58	315	5,402							$ 15,065
All Other Traveler Accommodation	186,849	166,162	182,217	73,856	83,690	146,678							$ 839,451
RV Parks and Campgrounds	4,230	4,273	2,398	2,177	5,057	20,681							$ 38,816
Recreational and Vacation Camps	2,354	5,671	2,451	232	1,582	4,238							$ 16,528
Program Cost	-	689	672	480	409	(11,530)							$ (9,279)
Grand Total	$ 590,851	$ 367,308	$ 483,686	$ 110,068	$ 144,234	$ 345,738	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,041,886

	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	
NAICS	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Sales Financing	-	-	154	-	-	20	-	-	114	-	-	-	$ 288
Lessors of Residential Buildings	30,147	31,937	44,166	1,749	7,072	45,869	69,079	51,024	34,979	8,462	4,007	28,097	$ 356,588
Lessors of Other Real Estate Property	36,529	52,618	53,885	6,176	4,050	20,127	49,358	29,859	22,751	7,571	2,235	25,604	$ 310,763
Residential Property Managers	21,932	20,268	31,036	2,437	3,002	10,185	22,551	18,006	18,404	2,728	7,514	18,277	$ 176,340
Hotels and Motels	41,522	179,473	174,696	19,170	38,415	101,157	152,512	104,100	183,133	54,725	24,543	92,244	$ 1,165,690
Bed and Breakfast Inns	2,454	836	3,839	-	157	4,570	6,078	4,362	10,057	1,629	297	3,139	$ 37,418
All Other Traveler Accommodation	166,430	168,788	172,863	60,067	71,245	137,463	195,993	195,216	139,230	99,453	86,076	183,877	$ 1,676,701
RV Parks and Campgrounds	907	3,911	1,317	3,894	4,291	13,872	24,729	15,057	21,397	5,355	1,033	807	$ 96,570
Recreational and Vacation Camps	2,400	2,190	1,927	23	560	5,427	6,375	5,274	4,588	3,404	528	1,931	$ 34,627
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	$ (4,008)
Grand Total	$ 302,776	$ 460,840	$ 484,547	$ 94,124	$ 129,222	$ 327,920	$ 527,404	$ 423,718	$ 435,262	$ 184,134	$ 126,797	$ 354,232	$ 3,850,977

	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	
NAICS	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Sales Financing	-	-				-			152			168	$ 320
Lessors of Residential Buildings	26,985	31,494	47,118	9,000	8,230	34,996	69,009	51,815	51,810	13,070	2,047	21,615	$ 367,189
Lessors of Other Real Estate Property	(117)	-	937		16,312	45	664	409	34,275	11,803	4,690	32,947	$ 101,965
Residential Property Managers	22,284	17,716	23,708	7,320	3,358	11,096	25,132	16,597	17,418	4,387	3,680	12,671	$ 165,367
Hotels and Motels	90,408	110,270	183,094	30,892	29,226	104,271	158,069	113,881	185,205	58,240	29,316	112,342	$ 1,205,214
Bed and Breakfast Inns	787	1,422	3,836		60	2,268	5,896	3,108	9,201	1,078	73	1,963	$ 29,692
All Other Traveler Accommodation	172,414	161,418	168,844	46,056	62,234	122,767	219,689	148,370	128,048	113,395	82,413	157,997	$ 1,583,645
RV Parks and Campgrounds	2,773	3,317	2,929	2,062	3,391	20,924	14,342	17,435	22,085	12,725	3,116	2,305	$ 107,404
Recreational and Vacation Camps	2,943	1,604	2,201	958	1,231	5,790	5,599	4,928	4,576	3,672	1,154	2,199	$ 36,855
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	$ (4,414)
Grand Total	$ 318,774	$ 327,665	$ 433,113	$ 96,674	$ 124,485	$ 292,264	$ 498,465	$ 357,373	$ 453,496	$ 219,349	$ 127,046	$ 344,533	$ 3,593,236

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Roads and Bridge Standards Discussion

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

This is a discussion of the proposed edits to the Gunnison County Standards and Specifications for New Construction of Roads and Bridges.

Fiscal Impact:

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 8/20/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/20/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jreynolds Discharge Date: 8/21/2025

○ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 90

Agenda Date: 8/26/2025

Revised April 2015

GUNNISON COUNTY STANDARDS AND SPECIFICATIONS FOR ROADS AND BRIDGES

This memo will serve as an overview of the attached Current, Redline, and Proposed Gunnison County Standards and Specifications for Roads and Bridges ("Standards").

This revision effort is massive and attempts to improve the written standards to match the intent and execution of policy.

In order to cover the edits in a reasonable timeframe and ensure each area of concern is covered, staff would like to go section by section and cover the major or critical changes. The summary does not cover every edit, especially formatting, grammatical, or Scrivner's updates, but staff is prepared to cover anything additional not included below. Formatting of the clean document is not complete and will be addressed before a final version is presented to the board for consideration.

OVERALL

The standards have been tied more closely to the Gunnison County Land Use Resolution (LUR). This has been done to both remove inconsistencies and streamline the processing of applications and permits. It is expected that both documents will be in force moving forward, so there are edits that rely on the authority of the LUR instead of creating a new and parallel policy.

The term "driveway" has been removed throughout and replaced with "access". This has been done because the term "driveway" does not describe all of the ways that different applicants intend to access the rights of way (ROW).

Staff focused on clarifying, simplifying where possible, adding explanation where needed, and removing vague language that makes enforcement difficult. Summaries below are broken up by sections.

SECTION 1 – GENERAL PROVISIONS

Sections	Edited (2025)
1.xx	– Clarifies that any activity involving construction, snow management, parking, trenching, or other work in County ROW requires a permit. – Director discretion explicitly stated instead of being vague. - Staff removed the language "new construction of" because these regulations also apply to more than just "new" construction. It applies to any LUC and to upgrades of existing roads and utility cuts, etc. This change is reflected throughout the document.
1.3 Permit Required	– Requires written application, justification, and may involve engineering or legal review. – Director must determine if waiver meets safety and policy intent. – BOCC appeal process clarified. – Staff has combined several similar permits into one "Right of Way Permit". This allows for one permit to address any work in, on, or over the public (ROW). This simplifies permit applications and reduces the chances of needing multiple permits. – Requires access permits for ag residential access. – Adds examples and exceptions to guide interpretation.
1.4 to 1.8	– All activities must comply with federal, state, and County regulations. – Permittees are responsible for identifying applicable laws and removes County liability. -Added accesses and trails to the scope because only listing roads constrained the authority of the document. Accesses is the term used for the remainder of the document instead of driveways and applies to multi-modal access to private lots from the public ROW.

1.9 Permit Fees	– Fees must be paid prior to permit issuance. – Set by BOCC via resolution and listed in Exhibit A. -Language was added to clarify the long applied agricultural exemption to match the LUR and standards application of the exemption. This does not change the way the exemption has been applied. – No refunds for withdrawn applications.
	Definitions in a separate section but cross-references and terminology were made more consistent.

Key Enhancements in Section 1:

- Stronger, clearer rules about when a permit is required.
- Clarifies agricultural exemptions.
- Clarifies the formal waiver application and appeal process.
- Compliance and fee subsections to increase enforceability and consistency.

SECTION 2 – ADMINISTRATION

Sections	Edited (2025)
2.xx	– The sections about the deletions from the road network needed additional language to be legally compliant and align with state regulations. - The vacation section includes substantial work on clarifying the process for a vacation application and creates clear criteria that will allow the public to better prepare to answer the BOCC's questions. It also sets a clear requirement that if the vacation is approved, new physical survey markers will be placed for future reference.
2.1 Road Systems Defined system types: arterial, collector, local.	Clarifies that Gunnison County has no obligation to assume responsibility for construction or maintenance of any road. Emphasizes jurisdictional clarity for state, city, and private roads.
2.2 County System Regulations	Stronger and more specific reference to MUTCD compliance. Clarifies that traffic studies are at developer's cost unless the County initiates. Developers responsible for installation and maintenance during review.
2.3 Enforcement Brief	Expanded information about: – Stop Work Orders for noncompliance – Suspension or Revocation Hearings – Permit Processing Restrictions for unresolved violations – Violation Abatement includes County authority to correct work and assess costs – Reclamation requirements outlined for unauthorized or abandoned work
2.4 Inspections	Inspection Authority: Grants Director the right to enter and inspect any premises involving permitted activity, with limitations to prevent unreasonable intrusion.
2.5 Road System Additions	– Planning Stage: Applicant funds transportation plans – Right-of-Way: Dedication and easement standards – Inspection: Must conform to County requirements –Renamed "Acceptance and Deletion of Roads." Includes formal resolution by BOCC to accept or remove roads. Subdivisions must provide as-builts, agreements, and warranty securities.
2.11 Snowplowing	-Strengthened to reinforce that no implied right to plowing exists, and non-maintained roads are not eligible unless adopted. -This section has been amended to allow the public works director to renew plow permits for applicants in good standing. This maintains the current process for the first issuance of a plow permit, but simplifies and expedites the issuance of renewals since the policy and political questions will have already been addressed. The remainder of the edits clarify or outline the process and expected approach.
2.12 to 2.15 Liability and Immunity	Clearly states that County assumes no liability for roads not accepted into system, and states governmental immunity protections.

Key Enhancements in Section 2:

- Clearer legal authority for enforcement, inspection, and non-assumption of roads.
- Adds step-by-step administrative procedures for road acceptance.

- Introduces a structure for reclamation, violation response, and inspections.
- Better defines developer responsibilities and conditions for County participation.

SECTION 3 – TRANSPORTATION PLANNING AND DEVELOPMENT POLICIES

Sections	Edited (2025)
3.1 Functional Classification of Roads	– Terminology updated to align with CDOT/FHWA standards. – Improved formatting and readability.
3.2 Land Use Changes – Compliance with Road Standards	Clarified: – Land use approvals do not exempt applicants from road/access compliance. – Public Works reserves authority to deny access if standards aren't met. – Coordination required between Community Development and Public Works. -Specifically calls out when the standards apply. The language is tied to the LUR and state regulation that allows for the public to understand when the standards apply and plan accordingly.
3.3 Planning Principles	Rewritten and expanded: – Add focus on connectivity, emergency access, efficiency, and minimizing dead-ends. – Includes guidance to avoid isolated road segments. – Promotes multimodal design, sustainability, and logical integration with County's existing road network. – References compliance with Gunnison County's Master Plan.

Key Enhancements in Section 3:

- Stronger linkage between land use approvals and R&B standards.
- Emphasizes interdepartmental coordination (Planning & Public Works).
- Introduces specific design principles to ensure road networks are:
    - Connected
    - Accessible to emergency vehicles
    - Avoiding excessive cul-de-sacs
    - Aligned with County policy goals
- Encourages long-term planning aligned with the County's Master Plan.

SECTION 4 – DESIGN STANDARDS

Sections	Edited (2025)
4.1 Application of Design Standards	Language updated for consistency. Clarified to state: "These standards represent the minimum allowable..."
4.2 Design Factors	Language and clarity updates to: - Road Classification - Traffic Volumes - Terrain - Design Speed
4.3 Geometric Standards	Updated to reference latest AASHTO and CDOT standards; improved readability and precision in slopes and curve transitions.
4.4 Cross Section Standards Includes: **– Typical Sections** **– Right-of-Way Width** **– Crown Slope** **– Ditches** **– Curbs** **– Trails** **– Side Slopes** **– Handicap Ramps**	Expanded technical guidance: – ADA ramp specs now follow PROWAG guidelines – Clarifies when curbs/gutters are required based on use – Includes clear diagram cross-references
4.5 Access Control Standards	– More detailed sub-categories - Heavy edits throughout that simplify or clarify – Strengthened access requirements and traffic safety language - Added consistency with the LUR -Fully numbered subsections
4.6 Intersections	Clarified sight triangle requirements; now explicitly refers to CDOT Access Code and AASHTO Green Book. Standard turning radii for buses, emergency vehicles emphasized.
4.7 Pavement Structure Design	Clarifies geotech reports for flexible pavement design; regional and subgrade factors included. Design diagrams (Figures 4-2 and 4-3) referenced more clearly.
4.8 Drainage	Hydrology section: – Requires 2-, 10-, and 100-year event analysis – All culverts must meet CDOT and FHWA standards – Clarifies bridge requirements
4.9 Road Appurtenances	Enhanced MUTCD references; cattle guard specs (appendix H); guardrail now includes modern W-beam and terminal design standards (Appendix I).
4.10 Utilities	- Clarified underground utility coordination and restoration obligations. - Specific trench cut standards referenced in Figure 4-4. - Added language for micro trenching

4.11 Procedures for Encroachments in Rights-of-Way	Renamed; includes language on pre-construction notification, as-builts, and utility locates.

Key Enhancements in Section 4:

- More frequent references to external engineering standards (AASHTO, CDOT, MUTCD).
- Emphasis on safety, accessibility (ADA/PROWAG), and environmental considerations.
- Clear requirements for technical documentation (e.g., geotechnical reports, sight distance analysis).
- Figures and Appendices referenced more clearly.

SECTION 5 – CONSTRUCTION SPECIFICATIONS

Sections	Edited (2025)
5.1 General	– States all construction must meet these standards and County-approved construction plans. – Corrected names and versions of supporting documents. -Traffic Study information will rely on LUR standards. Article VI removed.
5.B Engineers	Slightly updated language for clarity.
5.C Inspection and Testing	– Adds requirement that work be done in accordance with manufacturer specs and industry standards. – Director given authority to halt substandard work. -requires testing conformance with "CDOT or County approved materials specifications."
5.D Plans and Specs	– Drawings must be County-approved and kept on site. – Adds requirement that "as-builts" be submitted after project completion.
5.E Acceptance of Work	– Lists stages requiring inspection (e.g., subgrade, compaction, final grade). – Testing to be performed by independent lab at applicant's expense, unless County agrees otherwise. – Final acceptance conditioned on passing all inspections.
5.F Utilities	– Requires utility coordination prior to construction.

Key Enhancements in Section 5:

- Stronger oversight and inspection process.
- Clearer expectations for drawings, as-builts, and testing.
- Introduction of Reclamation obligations for non-compliant or abandoned work.
- More defined responsibilities for utility coordination and erosion control.

SECTION 6 – PERMITS

Sections	Edited (2025)
6.1 Issuance	Language simplified to: Fees to be set by the board.
6.2 Right-of-Way Permit	- Permit covers all work in the ROW, removing surface alteration and utility construction permits. - Timelines and expectations are clarified and simplified.
6.3 Access	- Clarifications about what requires permits - Sets clear timelines for permits - Sets expectations for legal access
6.4 Oversize/Overweight	- Emergency situations language added
6.5 Snow Removal or Grooming	- Permit name edited to include grooming - Binds the permit to the LUR - Defines board discretion - Limits transferability
6.6 Right-of-Way Encroachment	- Renames the permit for clarity - clarifies the permit intent - Clarifies transferability
6.7 Parking	- Allows the BOCC to issue parking permits - Sets signage and enforcement expectations - Clarifies that overnight parking without a permit is not allowed in the ROW. - Limits transfer of parking permits
6.8 Reclamation	- Clearly defines the terms of a reclamation permit

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Key Enhancements in Section 6:

- Expanded list of permit types and subcategories.
- Adds specific application, insurance, and bonding requirements.
- Establishes revocation procedures and appeal rights.
- Strengthens enforcement, inspection, and renewal provisions.
- Better integrates with broader administrative and enforcement framework.

Overall Appendices Improvements:

- Better legal clarity and consistency.
- Alignment with updated sections (especially enforcement, inspection, and permitting).
- Improved templates.

Appendix A –Legal Responsibilities

- **2020**: Basic overview of legal duties regarding compliance, liability, and restoration.
- **2025**: Unchanged

Appendix B – Arterial Road Cross sections

- **2020**: Lists basic elements for new road design.
- **2025**: New diagrams that comply with Table 3-1.

Appendix C – Rural Collector Local and Lane Road Cross Sections

- **2020**: Incorrect values for road widths
- **2025**: Adjusted to create consistency with table 3-1 values.

Appendix D – Local Intermittent and Turnout Road Cross Sections

- **2020**: Incorrect values for road widths
- **2025**: Adjusted to create consistency with table 3-1 values.

Appendix E – Standard Turnaround Diagrams

- **2020**: hand Drawn diagram.
- **2025**: Updated compliance with fire code and digitized the drawings. These have been reviewed by CB Fire for compliance.

Appendix F – Mailbox Detail for ROW installation

- **2020**: Old CDOT Detail.
- **2025**: Utilized the new CDOT details for installation in the ROW.

Appendix G – Reclamation For Exposed Earthwork

- **2020**: Information was outdated and not for our area.
- **2025**: Ties all seeding to the location of the land and the best practices for reclamation.

Appendix H – Cattle Guard Design Standards

- **2020**: General design criteria.
- **2025**: Remains the same.

Appendix I – Guardrail Design Standards

- **2020**: Old, incomplete standards for rail.
- **2025**: Expanded to include W-beam requirements, end treatment standards, and crashworthiness references per CDOT's M-606 standard.

Appendix J – Development Improvement Agreement Template

- **2020**: Template agreement between a developer and the County.
- **2025**: Substantially revised with CAO assistance.
    - Adds warranty provisions, security language, as-built obligations, and termination clauses.
    - Greater legal structure and consistency with updated enforcement tools.

Appendix K – Definitions

- **2020**: Definitions of terms.
- **2025**: Many terms updated or expanded.
    - Added new definitions such as **"Multimodal Access"**, **"Revocable Permit"**, and **"Reclamation"**.
    - Clarified technical terms like **ROW**, **traffic impact study**, and **access control**.

GUNNISON COUNTY
STANDARDS AND SPECIFICATIONS
FOR

~~NEW CONSTRUCTION OF~~ ROADS AND BRIDGES

Adopted October 22, 1991
Amended March 2, 1993
Amended May 28, 1996
Amended June 3, 1997
Amended June 20, 1997
Amended May 7, 2002
Amended May 20, 2008
Amended June 9, 2020
Amended ~~FebruaryApril~~ _____ __, 2025

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~~GUNNISON COUNTY STANDARD SPECIFICATIONS FOR NEW CONSTRUCTION OF ROADS AND BRIDGES~~

~~ARTICLE~~ SECTION 1~~I~~

GENERAL ~~P~~PROVISIONS

1.1 Title

This document (as it may be amended by the Board of County Commissioners) shall be known as the "Gunnison County Standards and Specifications for ~~New Construction of~~ Roads and Bridges~~", and~~" and will be referred to herein as "these Standards and Specifications."

1.2 Purpose

The purpose of these Standards and Specifications is to provide for the uniform planning, design, construction, maintenance, and permitting of ~~new~~ roads and related facilities and/or improvements to ~~existing~~ roads and related facilities in Gunnison County, and further, to provide for the administration of the Gunnison County Road System and ~~public~~ other roads under the jurisdiction of Gunnison County in a manner consistent with applicable federal, state and local statutes, ordinances and regulations. These Standards and Specifications identify the minimum standard or specification necessary to achieve public safety, functional effectiveness, ease of maintenance, pleasing appearance, and to address environmental concerns.

1.3 Permit Required

Unless otherwise expressly excepted by these Standards and Specifications, no person shall engage in, cause or allow any construction of, or work on, ~~or~~ in, or over any road under the jurisdiction of Gunnison County or approved by Gunnison County unless that person has first obtained each appropriate permit required by ~~these Standards and Specifications~~Gunnison County. If such activity has begun before issuance of such permit(s), no permit shall be issued until the applicant ceases the activity, remedies any damage caused, and complies with all enforcement actions taken by Gunnison County. The following permits are required as appropriate according to the anticipated work:

~~1.~~ **A.** ~~Underground Utility Construction Permit (see Section 7.2)~~

~~2.~~ ~~Surface Alteration Permit/Road Cut~~Right of Way Rights-of-way Work Permit (see Section 7.3)

~~3.~~**B.** Access Permit (see Section 7.4)

~~4.~~**C.** Oversize/Overweight Permits (see Section 7.5)

~~5.~~**D.** Snow ~~Removal~~ Management Permit (see Section 7.6)

E. ~~Revocable Right-of-Way~~Rights-of-way ~~Installation~~Encroachment Permit (see Section 7.7)

F. Parking Permit

G. Reclamation Permit for Revegetation and Noxious Weed Control

H. Any permit required by any governmental or other agency that applies to the work in question.

~~6.~~ In order to compensate the County for the cost of reviewing and processing permits, each applicant shall pay the fees, as shown in a schedule of fees charged for permits issued by the Public Works Department, adopted and amended from time to time by the Board. The fee schedule (Exhibit A) is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.

1.4 Scope and Application

These Standards and Specifications apply to County, public, and private roads, accesses and trails ~~under~~ within the jurisdiction of Gunnison County.

1.5 Partial Exemptions

The following are partially exempt from the requirements of these Standards and Specifications:

~~1.~~**A.** Agricultural (as defined by the Gunnison County Land Use Resolution in Section 2-102) roads are exempt from these Standards and Specifications except that they require access permits as set forth herein. (see Section 4.5 and Section 7.4) Residential accesses ~~tied~~ to agricultural operations ~~-~~are not exempt from these Standards and Specifications.

1.6 Authority

It is the intent of the Board in adopting and enforcing these Standards and Specifications to fully exercise all authority and power conferred on it by, and to rely on, Colorado law including but not limited to C.R.S. 43-1-101 et. seq., 43-2- 101 et. seq. and 30-11-107 (1~~i~~)(h); 30-15-401.

C.R.S. Title 42, Article 4 authorizes the Board to regulate traffic on County roads and public roads under County jurisdiction. C.R.S. Title 42, Article, 4, and Title 43, Article 2 also authorizes local governments to regulate vehicular access to or from any public highway under their respective jurisdiction to or from property adjoining such highway in order to protect the public health, safety and welfare, to maintain smooth traffic flow, to maintain highway ~~right-of-way~~rights-of-way ~~drainage~~ and to protect the functional levels of public highways. Colorado law, including but not limited to C.R.S. Sections 43-5-301 et. seq. ~~prohibit~~prohibits anyone from obstructing a highway. The Board ~~may delegate authority to~~, the Public Works Director, or the Public Work's Director's designee, is authorized to interpret ~~who can, in turn, delegate authority to a designee to inform, direct,~~ and enforce these standards.

1.7 Amendments

These Standards and Specifications, may be amended, or repealed, in whole or in part, by the Board ~~only after a public hearing on the proposed amendment, or repeal. Notice of such public hearing, setting forth the date, time, place and general purpose of such public hearing, shall be published in a newspaper of general circulation~~made ~~within Gunnison County at least once a week for two consecutive weeks immediately before the hearing; such notice need not include the specific language of the proposed amendment or repeal~~.

1.8 Severability

If any section, clause, provision, or portion of these Standards and Specifications should be found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such determination shall not affect the validity of these Standards and Specifications as a whole or any part of these Standards and Specifications other than the part determined to be unconstitutional or invalid. Nor will such a finding affect the validity of any permit previously issued, financial security previously accepted, or action previously taken by the County, except as specifically adjudicated by ~~the~~ a court of competent jurisdiction.

1.9 Waiver

A. No waiver of these Standards and Specifications shall be valid unless approved ~~by the Board in writing~~ as set forth in this section.

B. Only the Board may approve a waiver of these Standards and Specifications, except that the Director of Public Works has ~~the limited~~ authority to waive these Standards and Specifications ~~only~~ for ~~an~~a ~~driveway~~access or for a~~n~~ ~~insignificant~~ minor extension of an existing road; though the Director may refer any such waivers to the Board. The Board~~,~~ ~~or~~or ~~if applicable,~~ the Director of Public Works~~,~~ may place special conditions on the approval of a waiver. Such conditions may ~~relate to the following~~ include but are not necessarily limited to:

~~1.~~ 1. ~~Seasonality~~Seasonality of use;

~~2.~~ 2. Number of structures;

~~3.~~ 3. Size of structures;

4. Type of use;

~~4.~~ 5. Geography;

~~5.~~ ~~5~~6. Existence or installation of public utilities; and

~~1.1.1.1~~ ~~6~~7. ~~No increased risk~~ Risk to emergency services personnel~~, without limitation~~.

~~Any other conditions determined by the Board~~

C. All waivers shall be project specific and shall not establish a precedent for any other proposed waiver.

D. No waiver shall be granted:

1. ~~U~~unless and until all related fees and costs ~~set forth on Exhibit A~~ have been paid to Gunnison County.

~~1.~~ 2. If the applicant is in violation of any Gunnison County rule or regulation, including but not limited to the Gunnison County Building Code, the Gunnison County Onsite Wastewater Treatment System regulations, and the Gunnison County Land Use Resolution.

~~D.~~**E.** A request for a waiver must be ~~made~~ applied for in writing and identify~~iesy~~ the following:

1. The name, address and telephone number of the applicant;

~~1.~~ 2. Identification of the subject property, proposed site improvements, expected use, and public road access point;

~~2.~~ 3. A specific description of the requested waiver (including relevant information and~~,~~ proposed access construction plans);

~~3.~~ 4. A detailed explanation of why the proposed waiver is warranted by site specific conditions which create an unusual aspect or feature not shared by property in general; and

5. A detailed explanation of why the proposed waiver:

~~4.~~

a.

~~a.~~ Would not adversely affect the safe, efficient and orderly movement of motorized and non-motorized traffic;

~~b.~~ b. Would not adversely affect health or safety;

~~c.~~ c. Would not cause substantial injury to the owner or occupant of adjacent land(s);

~~d.~~ d. Would not cause substantial injury to the environment; and

~~e.~~ e. Would provide the functional intent~~equivalent~~ of these Standards and Specifications.

6. Any other information required by the Board or Director of Public Works (e.g. physical survey, engineered plans).

~~5.~~**F.** The determination of whether an application is complete lies within the sole discretion of the Director of Public Works.

~~E.~~**G.** No public ~~hearing~~ meeting is required for a determination of a waiver by the Director of Public Works, except that the applicant for such waiver may appeal the Director's determination to the Board by submitting a written appeal to the Director within fourteen (14) days of the Director's decision. The Board may accept or decline to hear such appeal at its discretion. Should it accept such appeal, the Board will decide the application for waiver *de novo* under the procedures set forth in Paragraphs _____ through _____.

~~F.~~**H.** ~~Within 30 days fourteen days of~~After receipt by the Board of a complete ~~petition~~ application for waiver or an appeal set forth in Paragraph 1.9 ~~_____~~F, ~~to be determined by the Board,~~ the Board shall set a date, time and place for a public ~~hearing~~ meeting on that petition. The ~~Public Works Department~~applicant shall publish, at a minimum, notice of such ~~hearing~~ meeting once a week, for the two consecutive weeks immediately before the ~~hearing~~meeting. The applicant for the waiver must notify all property owners adjacent to the ~~road~~ property on which the waiver applies~~,~~ no later than fourteen days before the ~~hearing~~meeting, by mailing to each of them, by certified mail, return receipt requested, a complete copy of the request for a waiver and a copy of the notice of the public ~~hearing~~meeting; the applicant must provide proof of such notification to the Director of Public Works at least seven days prior to the public ~~hearing~~meeting.

~~G.~~**I.** ~~No waiver shall be granted unless t~~The Board, or if applicable, the Director of Public Works, may grant a waiver in its discretion pursuant to this Section. ~~determines in writing the applicant has established by clear and convincing evidence that~~ In deciding whether to grant a waiver, the Board or the Director of Public Works should consider the following factors:

~~1.~~ 1. The waiver is warranted by site specific conditions which create an unusual aspect or feature not a shared by property in general; ~~and~~

2. The waiver will not adversely affect the safe, efficient and orderly movement of motorized and non-motorized traffic; ~~and~~

~~2.~~ 3. The waiver will not adversely affect public, health, ~~or~~ safety or welfare; ~~and~~

~~3.~~ 4. The waiver will not cause substantial injury to the owner or occupant of adjacent land(s); ~~and~~

5. The waiver will not cause substantial injury to the ~~environment;~~environment;

~~4.~~ 6. The waiver is not otherwise prohibited by or inconsistent with any other Gunnison County rule or regulation, including but not limited to the Gunnison County building code, the Gunnison County Onsite Wastewater Treatment System regulations, and the Gunnison County Land Use Resolution; and

~~5.~~ 7. ~~The proposal will provide the functional~~Granting the waiver would be consistent with the ~~intent~~~~equivalent~~ purpose and spirit of these Standards and Specifications.

J. The Board may deny a waiver ~~orally, but~~orally but shall state on the record its findings under Paragraph ___I above. The Board may grant a waiver only through ~~adoption of a Gunnison County Resolution~~written instrument, which shall be duly recorded with the Gunnison County Clerk and Recorder ~~as both an official act of the County~~ and in the chain of title for the property(ies) on which the waiver applies. Any costs of recording shall be borne solely by the applicant. Such ~~Resolution~~approval shall include the findings of the Board under Paragraph ___I ~~-~~above and any conditions imposed pursuant to Paragraph ___I above.

K. The Public Works Director shall grant or deny a waiver application in writing, setting forth the Director's finding for grant or denial of a waiver under Paragraph G above and, if granted, any condition imposed ~~pursuant to Paragraph ___ above~~. The written statement of the Public Works Director granting a waiver shall be provided to the applicant, who shall record such statement in the chain of title for the property(ies) on which the waiver applies.

~~H.~~ **L.** An application for a waiver may be considered concurrently with ~~an~~ other applications ~~for a land use change~~ under the Gunnison County Land Use Resolution unless the Public Works Director concludes in ~~his or her~~their discretion that there is or will be ~~staff believes there will be~~ significant ~~neighbor or~~ public concern~~n~~, in which case the waiver ~~will~~ shall be considered first.

M. The applicant must prepay the ~~estimated~~ cost of ~~administrative fees, publication, and certified mailings~~processing the waiver application as identified in the Schedule of Fees

(Exhibit A).

~~ARTICLE~~ SECTION 2~~II~~

ADMINISTRATION

2.1 Road Systems

The road system in Gunnison County consists of federal highways, state highways, county roads, city streets and alleys, town streets and alleys, other public roads and private roads, lanes, ~~driveways~~accesses, and trails over 50 inches wide or trails that intersect with other roads lanes ~~driveways~~accesses or trails covered by this document. ~~.~~The ~~identified~~ defined road system does not indicate acceptance of any road by the County. Acceptance of a road for County maintenance requires affirmative action by resolution by the Board.

A.~~2.1.1~~ The Colorado State Highway System

1. The Colorado State Highway System in Gunnison County is administered by the Colorado Department of Transportation under the direction of the Executive Director and the State Highway Commission. The Colorado Department of Transportation has full responsibility for the construction and maintenance of all Colorado state highways within the unincorporated areas of Gunnison County. Within incorporated areas, maintenance responsibilities may be assumed by a municipality under a maintenance agreement. The placement of traffic control signs on all County roads at an intersection with a state highway is under the jurisdiction of the Colorado Department of Transportation.

2. Access to the Colorado State Highway System in Gunnison County is administered by the Colorado Department of Transportation through the State Highway Access Code, any access control plan adopted by the Board, and/or other applicable regulations.

3. **NOTE:** The portion of the access from the edge of ~~the~~ CDOT ~~right-of-way~~rights-of-way to the building footprint must comply with the access requirements in Section 4.5 and Section 7.4.

4. Planning for state highways is conducted by the Colorado Department of Transportation in cooperation with the county, local municipalities, and other agencies.

B.~~2.1.2~~ The County Road System

The State of Colorado, by statute, authorizes the Board to administer the County Road System, including but not limited to planning, design, construction, maintenance, and traffic regulation of County, public, and private roads under County jurisdiction.

1. The Gunnison County Road Map~~.~~

~~A.~~ Pursuant to C.R.S. Section 43-2-110(1)(a), ~~A~~a Gunnison County Road

Maintenance Map has been adopted by the Board of County Commissioners. This mMap shall be updated periodically to reflect additions, deletions, and alterations to the primary ~~County~~ rRoad sSystem in the County. Copies of the County Road Map shall be available ~~from the County Public Works Department for a nominal fee~~online. (See Exhibit A). Nothing in these Standards shall be construed as the Board of County Commissioners assuming responsibility for any road not expressly and unambiguously displayed on the County Road Map as a numbered primary County road.

2. Road Administration~~.~~

~~B.~~ The Board shall determine the ~~general~~ standards, policies, practices and priorities of the County as to County roads~~,~~ and public and private roads under County jurisdiction. The Board shall develop planning, design and construction standards, and regulate, inspect and enforce activity conducted pursuant to such standards.

~~1.~~ a. At the Board's discretion and subject to available manpower and resources, ~~T~~the County Public Works Department is responsible for the maintenance, repair, and improvement of certain designated County roads and bridges, and the inspection and regulation of utilit~~y installation~~ies and access points in County rights-of-way.

~~2.~~ b. County Maintenance. Consistent with applicable law, Gunnison County shall maintain or contract for maintenance ~~for~~ of all roads ~~under its jurisdiction~~ for which the County receives gas tax monies pursuant to Highway User Tax Fund reporting. Nothing in these Standards and Specifications creates or shall be construed to create any specific obligation of Gunnison County to maintain, or to allow private maintenance~~,~~ of, any road or portion of a road; the location, quantity, quality, and frequency of such maintenance shall be in the sole discretion of the Board.

c. County Snowplowing. Nothing in these Standards and Specifications or any prior policy or practice of Gunnison County creates or shall be construed to create any obligation of Gunnison County to snowplow, or to allow private snowplowing, of any road or portion of a road; the location, quantity, quality, and frequency of such snowplowing shall be in the sole discretion of the Board.

~~3.~~

~~4.~~ 3. Nothing in these Standards and Specifications shall be construed to apply to the County Road System except 1) to the extent required by other law or regulation, and 2) as expressly provided in these Standards and ~~Specficiations~~Specifications.

C.~~2.1.3~~ ~~City~~ Municipal Streets

Each ~~city and town~~municipality in the County should have a street system that consists of ~~all~~ streets open to and used by the public.

~~Those streets will be designated as required by the federal aid to urban systems.~~

D.~~2.1.4~~ Mixed Jurisdiction

Situations arise in which both the County and a municipality or other government ~~agency~~ entity have ownership and/or jurisdiction over portions of the same road (e.g., a municipality annexes to the centerline of a County road.) The standards applicable in each such situation shall be determined on a case-by-case basis by the governing authorities and shall be reduced to a binding written instrument. To reduce jurisdictional problems, municipalities ~~are encouraged to~~shall annex full width roads when annexing ~~new~~ areas. Absent express direction from the Board or pursuant to a duly executed intergovernmental agreement, Gunnison County will not normally assume the financial or operational responsibility of winter or summer maintenance of any road or portion of road within the jurisdiction or service area of any other federal, state or local government entity, including but not limited to special districts, municipalities, the United States Forest Service, the Bureau of Land Management, the National Park Service, the Colorado Department of Transportation, the Colorado State Lands Board, and counties adjacent to Gunnison County.

E.~~2.1.5~~ Other Public Roads

Colorado Revised Statues, C.R.S., Section 43-2-2~~4~~01, as amended, ~~declares the following to be~~determines what are public ~~highways~~roads or highways in Colorado. Public roads are not County roads except as provided by Section 2.1.2(A) of these Standards. ~~:~~ Public roads shall comply with these standards and specifications in order to provide predictable, consistent, and safe roads for users. In order to provide predictable, consistent and safe roads, public roads must comply with the Manual for Uniform Traffic Control Devices for all road signage.

~~All roads over private lands dedicated to the public use by deed, to that effect, filed with the County Clerk and Recorder of the county in which such roads are situated, when such dedication has been accepted by the Board of County Commissioners. A certificate of the County Clerk and Recorder with whom such deed is filed, showing the date of the dedication and the lands so dedicated, shall be filed with the County Assessor of the county in which such roads are situated;~~

~~A. All roads previously platted as public roads within previously incorporated territory of the County.~~

~~B. All roads over private or other lands dedicated to public uses by due process of law and not~~

~~heretofore vacated by an order of the Board of County Commissioners duly entered of record in the proceedings of said Board;~~

~~C. All roads over private lands that have been used adversely without interruption or objection on the part of the owners of such lands for twenty (20) consecutive years;~~

~~D. All toll roads or portions thereof, which may be purchased by the Board of County Commissioners of any county from the incorporators or charter holders thereof and thrown open to the public;~~

~~All roads over the public domain, whether agricultural or mineral.~~

~~E.~~ A public road is not a de facto County road. Acceptance of a plat by the Board does not accept the road as a County road.

F.~~2.1.6~~ Private Roads

Gunnison County assumes no maintenance responsibility on private roads, and does not regulate utilities on private roads. The use of the private roads for emergency services, postal delivery, or school ~~pickups~~ transport ~~must~~ shall be arranged by the owner with the appropriate ~~agency~~governmental ~~entityy~~entity. Private roads ~~must~~shall comply with these standards and specifications in order to provide predictable, consistent, and safe roads for users. In order to provide predictable ~~and~~, consistent and safe roads, private roads must comply with the Manual for Uniform Traffic Control Devices for all road signage.

2.2 ~~Road~~ County ~~-~~System Regulations

~~2.2~~ A.~~2.2.1~~ Traffic Control Devices

No person shall install a traffic control device on a County road or public road under County jurisdiction without prior written permission from Gunnison County; all traffic control devices installed on County roads or public roads under County jurisdiction shall conform to the latest edition of the Manual on Uniform Traffic Control Devices, published by U.S. Department of Transportation, Federal Highway Administration, as edited and accepted by the State of Colorado, and as amended. Said manuals will be available for review at the County Public Works Department. The County Public Works Department may conduct accident studies, traffic analysis, traffic control studies, or any other engineering studies required by state law or by the Manual on Uniform Traffic Control Devices which are prerequisite for the installation of traffic control devices on ~~County~~ roads. The cost of obtaining such information shall be borne in whole or in part by the project proponent as reasonably determined by the Director of Public Works.

If the need for such device is caused by ~~additional~~ traffic resulting from a ~~new~~ development as demonstrated by a traffic study, the cost shall of such device and such study be borne in whole or in part by the project proponent, except where the project proponent is the County, in which

case such study and such device are not required by these Standards and Specifications (though such device may be required by state or federal law or regulation). ~~shall be required to pay all or a pro-rata share of the necessary installation.~~

B.~~2.2.2~~ Cooperation with Other Entities

~~Insofar as possible~~To the extent reasonably practicable, the County Public Works Department, and other officials of Gunnison County, should seek the cooperation of ~~all~~ law enforcement officials and federal, state and local governments in administering the provisions ~~contained herein~~of these Standards and Specifications, and in developing ways and means to improve traffic conditions.

2.3 Enforcement

~~A.~~ These Standards and Specifications shall be enforced in accordance with the requirements of Federal and Colorado law and as provided herein. Each enforcement remedy can be invoked by Gunnison County independently or in conjunction with any or all of the other enforcement remedies.

~~B.~~ The ~~Board, County Manager and his ortheir her designees, the~~ Director of Public Works and ~~his or~~their ~~her~~ designees~~, the County Attorney and his or hertheir designees, and such other persons as the Board may specifically designate by formal motion or resolution~~ are each individually and collectively charged with and authorized to enforce all the requirements of these Standards and Specifications.

A. Notification To Correct Violation~~.~~

~~C.~~ When a ~~person~~ County official, employee, agent or attorney charged with enforcement of these Standards and Specifications has reasonable cause to believe that any activity is being conducted or any condition exists which is contrary to or in violation of these Standards and Specifications, or any permit issued pursuant to them, the Director shall give written notice to the responsible person~~, by certified mail, return receipt requested, at that person's last known address~~. The notification shall state which requirements are being violated, shall state the conditions that are to be satisfied for compliance, and shall state that the violator shall correct the violation within ~~seven (7)~~ thirty (30) days, or sooner, of receipt of the notification, unless otherwise determined by the Director. Such written notification is cumulative to, and not a prerequisite to, any other enforcement remedies available to Gunnison County. The Director shall issue a written compliance letter only if the activity or condition that is the basis for the notice has been remedied and any required reclamation work completed.

B. Stop Order~~.~~

~~D.~~ When a person charged with enforcement of these Standards and Specifications has reasonable cause to believe that any activity is being conducted or any condition exists which is contrary to or in violation of these Standards and Specifications or any permit issued pursuant to them, the Director may, by written notice ("Stop Order") order the activity stopped, and/or condition remedied immediately or by a time certain. The stop order shall be served by delivering it or mailing it certified mail, return receipt requested, to any person engaged in the activity or responsible for the condition. The stop order shall be complied with by all persons, departments, agencies, or others. The stop order applies to all work, permits, reviews, or other situations covered by these Standards and Specifications or County Land Use resolution for all properties under the ownership or control of the person, persons, or group covered by the stop order. The stop order shall remain in effect until the Director determines that the activity or condition that is the basis for the stop order has been remedied, and the Director issues a written compliance letter only if the activity or condition that is the basis for the notice has been remedied and any reclamation work completed. The issuance of a stop order is cumulative to, and not a prerequisite to, any other enforcement remedies available to Gunnison County.

C. Suspension or Revocation of Permit.

E. When a person charged with enforcement of these Standards and Specifications has reasonable cause to believe that any activity is being conducted or any condition exists which is contrary to or in violation of these Standards and Specifications or any permit issued pursuant to them, such person may request, and upon such request the Board may shall schedule, a hearing to determine whether any relevant permit shall be suspended or revoked. The Board shall give written notice of the hearing to the holder of the permit by mailing notice by electronic mail, if available, and certified mail, return receipt requested at the last known address, postmarked at least fourteen (14) days before the hearing. The notice shall contain a summary of the grounds for the potential suspension or revocation. The permit holder shall provide to the Board, to the County Attorney and to the Director at least seven (7) days before the hearing a written response to the foregoing summary. At the hearing, the Director person(s) charged with enforcement of these Standards and Specifications shall Specifications shall have the burden to demonstrate, by credible evidence, that why the permit should be suspended or revoked. The permit holder or applicant shall be given an opportunity to be heard at such hearing and present evidence and testimony, but the Board may place reasonable limitations on the presentation of evidence or testimony by any party to the hearing. The Board shall suspend or revoke the permit if, after the close of the hearing, and based on credible evidence, obtained at the hearing, either of the following findings is made by the Board:

1. 1. The permit was issued in reliance on materially erroneous or misleading information from the applicant or his/her representative; or

2. 2. Activity is being conducted or a condition exists that is a violation of these Standards and Specifications or a permit issued pursuant to them.

2. Notification of the Board's decision shall be provided by the Director to the holder of the permit by certified mail, return receipt requested, within 7 days of the Board's decision. The suspension or revocation shall remain in effect until the Board determines that the activity or condition that is the basis of the suspension or revocation has been remedied and any required reclamation work completed, and the Board issues a written compliance order. The remedy of suspension or revocation is cumulative to, and not a prerequisite to, any other enforcement remedies available to the Board.

D. No Processing of Applications.

No permit application shall be processed or approved pursuant to these Standards and Specifications, and no Building permit or other permits shall be issued by Gunnison County, for any persons or and any property properties that is are the subject of an existing active Notice of Violation, sStop Oorder, or sSuspension Oorder issued by any County department. This enforcement remedy is cumulative to, and not a prerequisite to, any other enforcement remedies available to the Board.

F.

E.

Other Remedies.

~~G.~~ The Board may seek all civil, criminal and /or other legal or equitable remedies available to it for any violation of these Standards and Specifications, including but not limited to any fees associated with the investigation and prosecution of such violation as set forth in Appendix ___ to these Standards~~.~~. Such remedies are cumulative to, and not a prerequisite to, any other enforcement remedies available to the Board.

F. Abatement and Reclamation.

~~H.~~ No compliance order shall be issued unless and until the activity or condition is abated and reclaimed to the satisfaction of the Director of Public Works at the cost of the violator; Gunnison County shall have the right to abate and reclaim the violation at the cost of the violator.

2.4 Inspection

~~A.~~ The Director, or the Director's designee, ~~is hereby empowered and directed to~~to the fullest extent permitted by law, may inspect and examine the use, occupation, or development of, or activity in, each and every area or activity subject to these Standards and Specifications for the purpose of determining from time to time whether any use, occupation, development or activity is in violation of any of the provisions of these Standards and Specifications or of any permit issued or required pursuant to these Standards and Specifications. This includes, but is not necessarily limited to, any land use change as that term is defined in Section 3.2 of these Standards and Specifications. ~~Application for other required permits is sufficient cause for inspection and review. Right of entry language here?A duly authorized and identified agent of the County Ccan enter with 48 hours' notice to investigate valid concerns associated with any issued permit.?~~

The Director may refuse to accept or process any application for a permit under these Standards and Specifications if an applicant fails or refuses to allow the Director or Director's designee to inspect those portions of property or structures implicated by the permit application.

2.5 County Road System Additions and Improvements

A. By the County.

~~A.~~ To the fullest extent permitted by law, the Board may lay out, alter, restrict use of, close, or change any road in the County Road system under its jurisdiction, and acquire lands for County roads. The County Public Works Department has the primary ~~staff~~ responsibility for the planning, design, ~~right-of-way~~rights-of-way acquisition, construction, and ~~inspectio~~inspection ~~n~~ of all additions and improvements to the existing County Road System. Such activities will comply with these Standards and Specifications.

B. By Others.

~~B.~~ Any road proposed by other than the County to be added to the existing County Road System will ordinarily pass through ~~six seven~~multiple review steps (in writing): planning, acceptance of design, permitting, acceptance of ~~right-of-way~~rights-of-way dedication, construction, and inspection. As a final step, the Board may accept maintenance and/or plowing responsibilities for the road by duly adopted resolution. Such activities will comply with these Standards and Specifications.

C. ~~2.5.1~~ Planning

The planning or layout of any ~~new~~ road subject to these Standards and Specifications and any improvements to any existing roads subject to these Standards and Specifications shall be in accordance with Article III as it may be amended. If a road is created through the land use change process, all provisions of these Standards and Specifications~~,~~ and the Gunnison County Land Use Resolution shall be met.

D. ~~2.5.2~~ Design

The design of any ~~new~~ road subject to these Standards and Specifications and any improvements to any existing roads subject to these Standards and Specifications shall be in accordance with Article IV as it may be amended. Road and bridge plans and specifications shall be prepared by a Professional Engineer in accordance with these Standards and Specifications and ~~must~~ shall be approved in writing by the Director of Public Works before any construction activity whatsoever commences. Any such written approval shall expire without further notice one year from the date it is issued. Any amendment or revision to a plan or specification, and any resubmission of a plan or specification must conform to the Standards and Specifications, as they exist at the time of the amendments, revision or resubmission.

E. ~~2.5.3 Right-of-Way~~Rights-of-way Dedication/Acceptance

~~Affirmative written action~~Resolution ~~by the Board is required for County acceptance of any dedication to the public or the County of a road or road right-of-way~~rights-of-way. ~~. The road, however, shall not be maintained or snowplowed by the County without affirmative written action by the Board specifically accepting the road and until the requirements set forth in Section 2.8 are met.~~Dedications of ~~Right-of-Way~~Rights-of-~~w~~Way shall comply with ~~LUR~~ standards in section 12-103 of the LUR.

2.6 Development Improvement Agreement Required

Development ~~Improvemetn~~Improvement Agreements shall comply, to the fullest extent practicable, with Section 16-118 of the ~~the~~ LUR, as amended ~~standards~~, but the Director may depart from such standards in their discretion so long as such departure is consistent with these Standards and Specifications. ~~as written.~~

A. Vacant Land Access ~~p~~Permits ~~shall~~may require a Development Improvement Agreement as a condition of issuance ~~in instances when the length of the access approaches 600 feet or the grades of the access are 10% or greater~~at the discretion of the

Director . The Vacant Land Access Permit shall include the purpose and intended use of the access and parcel as part of the application.

~~A.~~ ~~2.7 Improvement Agreement Shall Be Required. This agreement is not intended to duplicate any other agreement, permit, or financial security required by the County. Public utilities or Special Districts may post financial security such as bond or letter of credit acceptable to Gunnison County. When public or private improvements are a required component of a permit issued pursuant to these Standards and Specifications, the Board shall require as a condition of permit approval, that the applicant execute and fund with Gunnison County a Development Improvement Agreement acceptable to Gunnison County in form and substance, and amount and type of security. The~~

Improvement Agreement shall constitute the applicant's agreement to construct the public improvements and private improvements identified as requirements of project approval. The Development Improvement Agreement shall specifically identify such requirements including plans, drawings and schedules for completion and shall be substantially in the form referenced in Section E below.

B. Financial Security. The Development Improvement Agreement shall require the applicant to provide to the County a guarantee of financial security, acceptable to the County, in an amount established by the Board based on no less that 125 percent of the Colorado engineer's estimated cost of the project, and payable on demand to the County. The purpose of the guarantee of financial security is to assure that the public improvements and private improvements identified as requirements of project approval are timely and fully completed, that all mitigation requirements and permit conditions are timely and fully performed, and that the development area is timely and fully reclaimed.

C. Ensure Completion Ofof Improvements. The Development Improvement Agreement shall provide that if the Board or designee determines that any of the required improvements are not timely and fully constructed or if any of the requirements of approval are not performed as provided in the Agreement, including reasonable requirements for the correction of deficiencies upon notice thereof, the Board may draw upon the financial security as may be necessary to complete the improvements in accordance with the specifications included in the Agreement and the Board may exercise any or all of the other remedies available to it pursuant to the Agreement and these Standards and Specifications.

D. Certification Ofof Completion Andand Release Of Security. The Development Improvement Agreement may include requirements for certification of completion, milestones for partial releases of the security, and holdover of security to ensure repairs or replacement, demonstrated performance of required facilities, substitution of security, and other requirements deemed appropriate by the Board. % of project as a threshold? Developments vs. single property owners.

E. Form Of Agreement. A general form of the Development Improvement Agreement is incorporated in these Standards and Specifications as Appendix J. This form of agreement may be modified from time to time by the County in its discretion without formal amendment to these Standards and Specifications.

F. Access Permits. The Director of Public Works may waive the requirements for a Development Improvement Agreement, for an access permit only, if she they determines in writing, that the permitted improvement and disturbance are minimal.

Vacant Access required to post financial security?

2.7 Construction

Construction of new County, public, and private roads under County jurisdiction and reconstruction of same shall conform to the provisions of Section 5Article V of these Standards and Specifications. Surface Alteration Permits shall be obtained as per Section 7.3.

A.~~2.7.1~~ Inspection

Inspections and testing shall be performed to ensure compliance with these Standards and Specifications and any other requirements and conditions before any County Public Works Department recommendation is made to the Board ~~for maintenance acceptance~~for acceptance and/or release of a guarantee or financial security. Requirements for inspections and testing are found in Section5~~Article V~~ - Construction Specifications; compliance is the sole responsibility of the developer or permittee.

2.8 Acceptance of Roads for Dedication to the County and for County Maintenance.

A. Dedication can be statutory~~, by common law, express or implied,~~ or by written instrument at the sole discretion of the Board.

~~A.~~

B. Conditions for new dedications are by written instrument. ~~Required Language – a~~Any instrument of dedication must be on a County form and include language approved by the Gunnison County Attorney.

C. ~~Requirements for~~Requirements for acceptance include but are not limited to the following:~~.~~

1. The road shall have been constructed in accordance with these Standards and Specifications.

2. Roads located within a 3-mile radius of an incorporated municipality ~~within a 3-mile planning area will~~should be paved before acceptance into the County Road System.

~~1.~~

3. The Director of Public Works or their designee shall have completed final inspection and shall have approved the roads in accordance with Section 5~~Article V~~ of these Standards and Specifications and shall have ~~recommended acceptance~~provided a recommendation for or against to the Board.

4. T~~T~~he road and all associated appurtenances shall be in good repair, requiring no maintenance (except plowing for snow), improvements, or additions by the County at the time of acceptance. ~~.~~

~~2.~~

5.

~~3.~~ The road must connect to another maintained County road, state highway, or municipal street of the same or higher functional classification.

~~4.~~ 6. A written request for acceptance of the road shall have been submitted to the County Public Works Department. The application shall have been submitted at least ~~two~~ four (4) weeks before performance of the final inspection is requested. An application for acceptance will not be accepted by the Director of Public Works, nor will any inspection be performed when, in the sole discretion of the Director, weather conditions prohibit a complete inspection.

~~5.~~7. All required road signs and traffic control devices shall have been installed in accordance with the most current version of the Manual of Uniform Traffic Control Devices. Reflective signs showing road numbers or street names shall be installed to facilitate emergency services response prior to acceptance.

~~6.~~8. A guarantee of financial security shall have been submitted to the County in an amount determined by the Board to warrant the integrity of the road construction for ~~one~~ two (~~1~~2) years after the date of the acceptance by the County. In the sole discretion of the Board, such time period may be enlarged. An inspection by the County shall be conducted at the end of the time period. The obligations of the developer or permittee shall terminate only upon correction or repair by the developer or permittee of all deficiencies identified by such inspection.

~~7.~~9. All required subsurface utilities shall have been installed in the roadway prior to finishing subgrade. A Subsurface Utility Engineering Survey that meets state requirements shall be complete for all buried infrastructure. All subsurface utilities ~~laterals crossing~~ within the roadway profile shall have been installed prior to the road inspection.

~~8.~~10. All survey monuments that were in a roadway or a road ~~right-of-way~~rights-of-way shall have been reset by a surveyor licensed in the State of Colorado.

~~9.~~11. Trench compaction tests and results, as required in Article V of these Standards and Specifications and as required by any permit shall have been submitted to and approved by the Director of Public Works for all trenches within the road ~~right-of-way~~rights-of-way. Such tests and results shall have been submitted and approved prior to placement of any road base material whatsoever.

~~10.~~12. A reproducible 11" x 17~~½ size~~" copy and/or digital copy of~~of~~ as-built drawings shall have been submitted to the Director of Public Works. The drawings shall accurately show all road construction details, utility, and lateral locations and depths, property boundaries and corners, and other pertinent information as required. Upon its submission to the Director, the copy shall become and remain the property of the County. ~~An Ascii DXF file in any AutoCad Format (or other files as required by the County) shall be submitted (no proprietary information is necessary).~~The County reserves the right to require the submission of plans in any ~~reasonable~~ digital format.

~~11.~~13. Such other conditions as the Board deems necessary for public health, safety, or budget constraints shall have been satisfied. The Director of Public Works, in ~~his/her~~their sole discretion, shall assign the road a Level of Service rating.

D. Roadways through State and Federally Owned Lands. It may be to the benefit of the general public for the County to accept roads through state and federally owned land whether or not such roads meet these Standards and Specifications. Upon the receipt of a petition for acceptance of such roads into the County Road System, roads which fall into these classifications may be accepted into the County Road System by the Board pursuant to the waiver process set forth in Section 1.9.

2.~~98.1~~ Private Road Construction and Inspection

The construction, substantial -improvement, or extension of a ~~new~~ private road that is subject to the Gunnison County Land Use Resolution shall comply with the processes and procedures set forth herein ~~for a County road~~County Road. ~~except that:~~

~~A. Section 2.4 b, shall not apply;~~

~~B. The guarantee required by Section 2.4 b, shall warrant the integrity of the road construction for no less than one year after such construction is completed and is accepted by Gunnison County.~~

2.10

~~2.9~~ Deletions from the Road System

~~2.9.1~~ A. Abandonment

1. Abandoned State Highway~~.~~

~~A.~~ When a portion of a state highway is relocated and, because of such relocation, a portion of the route as it existed before such relocation is, in the opinion of the State Transportation Commission, no longer necessary as a State Highway, such portion shall be considered as abandoned. An abandoned state highway or portion thereof shall become a county highway, upon the adoption of a resolution to that effect by the board of county commissioners of an affected county, or a city street, upon the adoption of an ordinance to that effect by the governing body of any affected municipality, within ninety days after the official notification of abandonment by the transportation commission. ~~If it appears that the abandoned portion is necessary for use as a public highway, street or road, or other public purpose the abandoned portion shall become a County road, upon adoption of a resolution to that effect by the Board. Such resolution shall be adopted within ninety days after such abandonment. I~~f in the written and recorded opinion of the Board, the portion of the road is not needed for a public purpose, the Board shall approve the title to it ~~shall~~ revert~~ing~~ to the owners of the land through which such abandoned portion may lie subject to the provisions of state law.

2. Abandoned County Roads~~.~~

A County road shall be abandoned only when a portion of the County Road System is relocated and because of such relocation a portion of the route as it existed before such relocation is, in the written and recorded opinion of the Board, or no longer needed for a public purpose; in such a case, such portion shall be considered as abandoned, and title to it shall revert to the owners of the land through which such abandoned portion may lie, subject to the provisions of state law.

~~Abandoned Municipal Roads. If it appears that the abandoned portion is necessary for use as a public highway, street or road, or other public purpose, the abandoned portion shall become a public road under the jurisdiction of the County. If in the written and recorded opinion of the Board, If the portion of the road is not needed for a public purpose, the Board shall approve the title to it reverting to the owners of the land through which such abandoned portion may lie subject to the provisions of state law.~~

3. Removal from the County Road System~~. the portion of the road is not needed for a public purpose,~~

~~t~~Consistent with CRS § 43-2-120, ~~with~~ the Board ~~shall~~may approve the removal of a road from the County Road system ~~and become a Public Highway that does not receive the benefits of County Maintenace, subject to the provisions of state law. Revocation to private land will be handled through the procedures in Section 2.9.2.~~

~~B.~~

B. ~~2.9.2~~ Policy and Procedures Regarding Vacation of County Road or Public Road Under County Jurisdiction

~~**A. Purpose.**~~

The purpose of this section is to establish standards and a uniform process by which the Board may~~will~~ act on request to vacate a ~~county~~ County ~~road~~ Road or public road or ~~row~~rights-of-way under county ~~-~~jurisdiction.

It is the intent of the Board in adopting this section to exercise the Board's authority pursuant to, among other statutes, C.R.S. 43-2-301 et. seq. No person shall be deemed to have a right to vacation of a public road. The vacation of any particular road by the Board shall not be deemed precedent with regard to any future request for vacation of a road; nor shall this Section be deemed to create any rights, including property rights, in any person or individual.

~~On occasion, vacation of all or a portion of a county road or public road under county jurisdiction may be warranted due to specific circumstances circumstances,or changes in traffic, or development patterns. In those limited circumstances, t~~The Board has discretion, but no obligation, to vacate all or a portion of a ~~county County road~~County Road or public road or ~~row~~rights-of-way under C~~c~~ounty jurisdiction. No such road shall be vacated so as to leave any parcel adjoining such road without any established public road connecting said parcel with another established public road or create impracticable ~~unreasonable~~ barriers to access a parcel or ~~RO~~right of way~~W~~ section.~~.~~

1. The applicant for a vacation shall bear the burden to prove to the Board that the request meets the criteria of C.R.S. 43-2-301 et. seq., as amended, and these Standards and Specifications.

2. This wisdom of granting a vacation is a matter committed to the discretion of the Board and is not controlled by any one factor. In determining whether to grant a request to vacate all or a portion of a county road or public road under County jurisdiction, the Board of ~~shall~~ may consider one or more of the following criteria:

   a. ~~Creates~~The vacation would create ~~demonstratable~~demonstrable ~~public~~ benefit to public health, safety or welfare ~~s~~ and would not solely or exclusively benefit a single or small group of private landowners; ~~and~~

   b. The vacation meets any r~~R~~equirements of C.R.S. 43-2-301 et. seq., as amended;

~~1.~~

   c. The Vacation is consistent ~~Provides C~~consistency with any comprehensive land use, corridor or master plan adopted by Gunnison County;

~~2.~~

   ~~Vacation shall not~~The vacation would Does not ~~prevent~~ restrict access ~~from a~~ public road ~~to any~~ public or private parcel ~~or~~ so that access is unreasonably difficult

or costly;

d. The vacation would not unreasonably or unduly limit access from a public road to any public or private parcel.

3.

e. Is Not not disruptive to The vacation would not disrupt existing or anticipated travel modes;

4.

f. ConsidersThe proposed vacation accounts for any Cchanged or anticipated conditions related toin traffic or development patterns;

5.

6. Anticipated conditions in traffic or development patterns;

g. CausesThe vacation would cause No no adverse , or a positive impact to natural environment the local ecosystem, wildlife, water or air quality, climate, soils, riparian areas, or noxious weed and invasive species management ;

7.

8. Provides benefits related to Community needs;

9. Provides benefits to Public health, safety and welfare;

h. Has NnoThe vacation would not interfere conflict with the existence, operation, control or maintenance of other established other County roads, or other public roads under County jurisdiction, utilities, or access to public lands, water, or other public resources; and

10.

11. Causes Nno increased risk to emergency services personnelTthe vacation would not unduly or unreasonably interfere with access to persons or property for emergency response, law enforcement or first responder services.;

i. Does not functionally remove right-of-way by reducing its width to a size that does not allow for reasonable use by the Public.

12. 3. Gennerally, the Bbenefits outweigh detriments;

13. Creates demonstratable Public public benefits; and

No Negative Eeffect on maintenance of infrastructures deemed necessary by the County. or utility owner.

14. Any other considerations deemed germane by the Board

It is the applicants' responsibility and burden to address all 12above listed conditions in their application for vacation.

~~B.~~ Application Process.

The applicant shall complete and file with the Director of Public Works ~~three copies of~~ an application in the form required by the Director ~~with ten copies of all attachments~~.

a. At a minimum the request ~~must~~ shall contain:

1. Applicant's name, address, email, and phone number.

~~1.~~

2. Legal description ~~i~~from a licensed surveyor, f not a platted street or alley.

3. A narrative explaining the need for the vacation and its effects, covering ~~all~~the criteria listed in section 2.9.2.~~.A.~~

~~2.~~

4. Name, address, phone number for person or firm authorized to represent the applicant.

~~3.~~

5. Map showing location of section to be vacated which also shows names and addresses of all owners of property adjacent to the section or street or alley to be vacated.

~~4.~~

6. If any portion of the street or alley is within a subdivision, whether an active common interest community or not, or is adjacent to a subdivision lot, the applicant must provide the names and addresses of all property owners within the subdivision.

~~5.~~

~~6.~~7. A ~~pPhysical~~ Property Improvement Survey Plat by a Colorado licensed surveyor of ~~adjacent~~ affected properties and street ~~right-of-way~~rights-of-way prior to Board consideration. Applicant shall commit to a licensed surveyor placing monuments at the new property corner~~s~~ locations, should the vacation be approved. The County reserves the right to have this survey performed and bill the successful applicant the full cost of the work if not completed by the applicant.

b. The Director of Public Works will forward copies of all information to the ~~County Attorney and the County Planning Director and other~~pertinent County Departments and other agencies that ~~might~~ may have an interest.

c. The applicant for the vacation ~~must~~ shall notify all property owners adjacent to the road~~-~~, and if the road is within a subdivision, all property owners within that subdivision~~-~~, in writing on a form approved by the Director of Public Works, postmarked no later than ~~fourteen~~ thirty (30) days before the hearing, by mailing to each of them, by certified mail, return receipt requested, a complete copy of the request for a vacation and a copy of the notice of the public hearing; the applicant ~~must~~ shall provide proof of such notification to the Director of Public Works at least seven (7) days prior to the public hearing.

d. As applicable, letters of consent to the vacation from utility providers and special districts ~~companies~~ whose facilities are located in legal easements in or adjacent to

the proposed vacation, and a copy of the easement agreements, if such agreements exist, ~~must~~ shall be provided to the Director of Public works at least ~~seven~~ fourteen days prior to the public hearing. A precondition to granting any vacation shall be the granting and recording of perpetual easements for all existing and proposed utilities on the ~~right-of-way~~rights-of-way being vacated, should they not already exist.

e. A staff ~~recommendation~~ report based on information available will be prepared for the Board and included in the agenda documentation before ~~a~~ the public hearing is held. ~~(the recommendation may change based on public input).~~

f. The ~~County Attorney's office~~applicant, at its sole expense, will prepare all proposed ~~will finalize the necessary~~ documentation if the street vacation is approved by the Board; ~~shall~~such documentation shall be subject to review and approval by the County Attorney or ~~his or her~~their designee.

g. Any condition required by the Board ~~must~~ shall be completed before the vacation ~~shall be~~is made effective.

~~A precondition to granting any vacation shall be the granting and recording of perpetual easements for all existing and proposed utilities on the right-of-way~~rights-of-way ~~being vacated.~~

h. The applicant for a vacation shall ~~will~~ be required to prepay all estimated costs, including but not limited to administrative costs, costs of publication of legal notice of public hearing, travel time and cost of certified and regular mailings, pertinent to application ~~,~~ whether or not the application is granted. The prepayment is not refundable. (See Exhibit A).

2~~.~~.1~~0~~ Road Name and/or Number Changes

A. Neither the name nor number of any road dedicated to public use or to the County may be changed except upon written application to and written approval by the Director of Public Works.

B. The applicant shall be responsible for ~~the cost of any required costs~~all costs and expenses associated with establishing the new road number or name.

C. The name or number of a road within a recorded subdivision may be changed only after such application and approval by amending the final plat in compliance with the Gunnison County Land Use Resolution.

D. No road names or numbers shall be used which are generally deemed offensive, or will duplicate, or be readily confused with, the names of any existing street or road in Gunnison County. Emergency response agencies will have the opportunity to comment on all road name changes.

E. The County will be responsible for changing the applicable physical road number signs of any road accepted by the County ~~for maintenance~~as a County road. If the road name or number change is for a road that has not been accepted by the County ~~for maintenance~~as a County road, the applicant, homeowner's association, or the developer ~~of the affected subdivision~~ is responsible for changing the physical road name or number signs.

2-.-1-1 Snowplowing

Gunnison County shall not snowplow any road unless and until such road has been dedicated to the public use and accepted ~~for~~ by the County ~~maintenance~~ as a County road, in writing, by the Board. ~~except that i~~It shall be in the sole discretion of the Board to determine ~~from time to time~~ which such roads so ~~dedicated and~~ accepted will be plowed by the County. The plowing of ~~non-~~ County ~~maintained public~~ roads, not maintained in the winter by the County, shall be arranged through a written permit agreement and approved by the Board~~OCC~~, except that the Director in their discretion may renew an existing snowplow permit without express approval of the Board as set forth in these Standards and Specifications.

A.

~~A.~~ Policy and Procedures for Requests for Gunnison County to Provide Snow Removal Services on County Roads.

1. ~~It is the policy of t~~The County shall not ~~to~~ provide snow removal services on private, non-public roads. With regard to public roads, the decision on whether to provide snow removal services rests with the discretion of the County, as exercised by the ~~Director and the~~ Board. In deciding whether to cease snow removal on a public road, the Board ~~or Director~~ should consider the public benefit of continued winter maintenance.

2. In addition to the requirements of the Gunnison County Land Use Resolution, Section 5-210, a request for the County to provide snow removal services on a County road**,** or public road under County jurisdiction, to an area not currently being served shall be submitted in written form to the Director of Public Works. The written request shall include at a minimum:

   a. The applicant(s)' name, address and telephone number.

   ~~1.~~

   b. The name and number (if applicable) of the road requested to be plowed.

~~2.~~

   c. ~~If necessary, a~~A map designating the portion of the road to be plowed.

~~3.~~

   d. The distance to be plowed.

   e. Description of the ~~termination of plowing~~location where plowing is anticipated to terminate and the resulting turnaround for plowing equipment.

~~4.~~

   f. E~~If required, e~~vidence that the road is a public road.

   g. Confirmation of any land use change associated with plowing request.

   ~~2.11.1.1.1~~ Evidence of no ~~negative~~significant adverse impact on ~~flora or fauna~~wildlife, water and air quality, or the local ecosystem~~.~~.

   h.

   ~~5.~~ ~~Other i~~Any ~~information that may be required by the Director of Public Works.~~

   i. A list of property owners benefiting ~~from or~~from or affected ~~from~~ by the proposed service.

   ~~6.~~

   ~~7.~~j. The reason the plowing is being requested.

3. All requests shall be submitted to the Director of Public Works before ~~September~~ August 1 of the year when plowing is requested to begin. Requests received after ~~September~~ August 1 will be considered as requests for the following winter season.

   a. Upon receipt of the request, the Director of Public Works may require the applicant to provide information in addition to the subject matters contained in the written request. After receipt of the written request and any additional information, the

Director or ~~his or herthier~~their ~~desgnieedesignee~~ shall conduct a site visit and prepare ~~evaluation~~ a report for the Board. The report shall address the following:

~~1.~~i. An assessment of the condition of the road including width, base drainage, fencing, etc.

~~2.~~ii. An evaluation and estimate of cost to bring the road up to a standard suitable for winter maintenance and plowing.

~~3.~~iii. A recommendation of the type of equipment that would be required to remove snow; the frequency, duration and extent of snowplowing, the amount of manpower and time involved and an estimate of cost.

~~4.~~iv. An assessment of safety considerations involved with the request.

~~5.~~v. A statement as to whether the road is a natural extension of an existing snowplow route.

~~6.~~vi. A statement of any general public benefit served by providing snow removal service.

vii. An assessment of any negative impact that might result from providing snow removal service.

~~7.~~viii. Any other criteria set by the board.

The written request to provide snow removal service together with the evaluation prepared by the Director of Public Works shall be submitted to the Board. ~~All r~~Requests shall be considered in a public meeting of the Board. At its discretion, the Board may approve or deny the request for the County to plow the road. The Board may conditionally approve the request based on~~, but not limited to, the following conditions:~~

~~1. The frequency, duration and extent of snow plowing services to be provided.~~
~~2. Property owners' financial participation in preparing the road for snow removal.~~
~~3.~~4. ~~A time limit~~ frame ~~with periodic review for continuation of the service.~~ specific, written conditions.

5. The County shall exercise its appropriate, lawful authority to ensure compliance with this section. Should either the Director or the Board fail or refuse to comply with this section A, such failure or refusal shall not be deemed to create any right or interest in any person, including any right to appeal such failure or refusal. Nor shall any person be deemed to have a right to appeal any decision made under this section A.

B.

~~B.~~ **County Policy and Procedures for Requests by Private Individuals to Plow a County Road or Public Road under County Jurisdiction**

The purpose of this section is to outline the procedures and criteria by which the Board will consider requests presented to perform private snow removal on ~~a~~ County ~~road,~~ and public roads under County jurisdiction.

1. In order to facilitate the plowing of a road that might not otherwise be plowed, the Board may allow a private individual or company to remove snow from all or part of a County or public road under County jurisdiction.

   ~~a.~~ Private Plow Permits do not run with the land, and the issuance or denial of a private plow permit shall not be deemed to create any entitlement, property interest or right in the permittee or any other person.

   a. ~~No person shall remove snow from a County road, or public road under County jurisdiction without first receiving permission from the Board and a Snow Removal Permit issued by the Director of Public Works.~~

   b. No person shall remove snow from a County road, or public road under County jurisdiction without first receiving permission from the Board and a Snow Removal Permit issued by the Director of Public Works.

2. If an applicant is requesting permission to plow ~~all~~ a public road or a section of road ~~that has not been previously plowed~~beyond current snowplowed access, ~~they~~ such applicant must ~~first~~ obtain a Land Use Change Permit per section ~~5-210~~11-110 of the Gunnison County Land Use Resolution. The first issuance of ~~the~~a permit is reviewed and approved by the Board. After ~~that~~ the initial permit is obtained, the applicant will only need apply for the renewal of the ~~yearly~~ permit from the Director of Public Works. If issued, the first permit issuance will be for a single season. The applicant shall be responsible to apply for renewal of a permit(s).

3. In addition to the requirements and process set forth in the Gunnison County Land Use ~~Resultion~~Resolution, a permit for private snow removal on a County or public road shall comply with the ~~The~~ requirements and procedures set forth ~~herein and in the permit shall be considered the minimum and additional information or criteria may be applied;. Additional criteria will be in writing. It is preferred that the entire section of the road being plowed is covered by one permit~~in this section. The Public Works Director~~,~~ or the Board, in their discretion, may impose additional conditions on any permit issued under this section, and such additional conditions shall appear~~l~~ on the face of the permit issued by the Public Works Director.

~~In order to facilitate the plowing of a road that might not otherwise be plowed, the Director of Public Works may allow a private individual or company to remove snow from all or part of a County, or public road under County jurisdiction. If issued, the first permit issuance will be for a single season. The applicant must shall apply yearlyfor renewal of a~~

~~permit(s).~~

4. A request to plow a County road, or public road under County jurisdiction, shall be made in writing to the Director of Public Works. The written request shall include at a minimum:

   ~~1.~~a. The name and/or number of the road to be plowed.

   ~~2.~~b. If ~~necessary~~less than the entire road, a map designating the portion of the road to be plowed.

   ~~3.~~c. The distance in miles to be plowed privately.

   ~~4.~~d. The type of equipment to be used to remove the snow.

   ~~5.~~e. The name, address, and telephone number of the person(s) responsible for snow removal.

   ~~6.~~f. The names and mailing addresse~~d~~s of property owners located along the proposed snow removal route.

   ~~7.~~g. The reason the plowing is being requested.

   ~~8.~~h. The time period for which the permit is being requested.

5. Requests to provide snow removal must be submitted to the Director of Public Works no later than ~~September~~ August 1 of the year when plowing is requested.

6. Upon receipt of the request, the Director of Public Works or designee shall conduct a site visit and prepare a ~~n evaluation~~ report for the Board. The report shall address the following:

   ~~1.~~a. An assessment of the condition of the road including width, base drainage, fencing, etc.

   ~~2.~~b. An evaluation and estimate of cost to bring the road up to a standard suitable for winter maintenance and plowing.

   ~~3.~~c. A recommendation of the type of equipment that would be required to remove snow; the frequency of plowing; and the duration of plowing.

   ~~4.~~d. An assessment of safety considerations involved with the request.

   e. A statement of any general public benefit served by providing snow removal service.

~~5.~~

   ~~6.~~f. An assessment of any negative impact that might result from allowing snow removal service.

7. If the plowing is authorized by the Board, the Director of Public Works or designee and

the person requesting permission to remove snow shall meet on-site to evaluate the condition of the road before plowing begins.

8. The County may require that reasonable improvements and repairs be made to the road that are necessary for public safety and to protect and preserve the road. Such improvements or repairs shall be made at the expense of the applicant unless otherwise agreed to by the County.

9. For the purposes of this section, snow removal work shall include:

a. R~~(1) r~~emoval of snow from all the traveled way, including sufficient turnouts for safe and efficient use of all emergency and other users.
~~, and (2) l~~Leaving culvert ~~t~~

b. inlets in a natural condition without snow or other material excessively plowed into them so that the drainage system will function normally.

10. Upon review of the plow request, the Board may request a bond, ~~or a~~ cash deposit, or other form of security acceptable to the County to secure performance according to this section. The amount of security required will be relative to the distance being plowed, and the surface of the road.

11. As a condition of any permit issued under this section, a permittee shall:

a. O~~o~~btain and maintain insurance coverage in amount(s) the County deems necessary to protect the County from any and all claims related to the permittee's snow removal operations.~~; and~~

b. I~~i~~ndemnify and hold harmless the County with regard to any and all claims related to the permittee's snow removal operations.

12. The foregoing may be waived by the Board in its discretion, but only after conferral with the County Attorney and for reasons stated on the record at a public meeting of the Board.

13. The applicant shall acknowledge in writing that ~~he/she~~they ha~~ve~~s read, understand~~s~~ and agrees to comply with the conditions set forth in this section and with the conditions of a permit if one is issued.

14. The County shall exercise its' appropriate, lawful authority to ensure compliance with this Snow Removal section.

15. Nothing in this section is, or shall be construed to be, an obligation of the ~~Board~~ County to ~~permit~~ allow the private snowplowing of all or part of any particular road.

16. ~~Removal of Plow Services.~~ The Board may reduce or remove plow services at its discretion with rationale provided in writing in a public meeting.

2.12 No Personal Liability

Any County official, employee or agent charged with enforcement of these Standards and Specifications who acts in good faith in the discharge of the duties required herein or by any permit, other pertinent law, ordinance or regulation shall not thereby be rendered personally liable for any damages that may accrue to any person or property as a result of an act or by any permit, omission to act in the discharge of these duties.

2.13 No County Liability

These Standards and Specifications do not make, and shall not be construed to make, Gunnison County or any of its officials, employees or agents responsible for or liable for

any injury to person or property resulting from any action taken pursuant to these Standards and Specifications.

2.14 Responsibility Not Lessened

These Standards and Specifications do not, and shall not be construed to, relieve from or lessen or eliminate the responsibility of any person acting pursuant to a permit issued hereunder for any damages to person or property.

No Waiver of Governmental Immunity

~~2.15~~

Nothing in these Standards and Specifications is, or shall be construed to be, a waiver by Gunnison County, or any of its officials, employees or agents, of governmental immunity under the Colorado Governmental Immunity Act or otherwise.

~~ARTICLE~~ SECTION 3~~III~~

TRANSPORTATION PLANNING AND DEVELOPMENT POLICIES

~~4.1~~3.1 Functional Classification of Roads

All roads in the Gunnison County Road System shall receive a functional classification from the Director. The functional classifications used in Gunnison County are: (Also See Table 3-1)

A. Major Arterial (Paved)
3,000+ ADT Residential, commercial, and recreational traffic - significant economic importance to County (example: Gothic Road)

B. Commercial/Industrial Collector (Paved or Gravel)
~~13~~ 10 to 500 ADT Heavy duty traffic - significant economic importance to County (example: Landfill Road/Industrial Park Roads)

C. Suburban Lane (Paved or Gravel)
~~13~~ 30 to 500 ADT Primarily residential traffic -- width needed for parking and other density factors (example: ~~Lower Crested Butte South~~Panaview, Castle Mountain, Meridian Lake)

D. Rural Arterial (Paved)
1,000 to 2,999 ADT Residential, commercial and recreational traffic - significant economic importance to County (example: Gold Basin, Marble, Brush Creek, Cement Creek, and Taylor River)

E. Rural Collector (Paved)
500 to 999 ADT Primarily residential or recreational traffic, but some commercial (examples: Cottonwood~~, Gold Basin after KOA~~, Washington Gulch, Slate River, Antelope, Kebler, and Lower Quartz Creek)

F. Rural Local (Paved or Gravel)
200 to 499 ADT Primarily residential, recreational, and ranching uses (examples: Powderhorn, Upper Quartz Creek, Kebler over the top, Brush Creek after Avion, and Gothic Road after Mt. Crested Butte)

G. Rural Lane (Gravel Road)
30~~91~~ TO 199 ADT Primarily residential or agricultural use (examples: Little Cimarron, Pine Creek, Sap Mesa, and Steuben Creek)

H. Local Intermittent (Native surface/Gravel)
13 TO 90 ADT Primarily recreational, residential or commercial traffic (logging). May be joint jurisdiction, such as forest service and county and maintained by county under agreement. Can be access to National Forest and Bureau of Land Management lands. (Examples: Rainbow lake, Alpine Tunnel, Red Creek and Upper Taylor River above

reservoir.)

I. Primitive Recreation (Native Surface)

No ADT Available - Limited and/-or recreational use only

4.23.2 Land Use Changes – – ~~Compliance~~When These Standards and Specifications May ~~apply~~Applicability

4.3 ~~F~~Land use changes may include subdivisions, building permits, uses by special review, and other developments, which change or intensify the use of the land. All such changes must be in compliance with the Gunnison County Land Use Resolution and, if applicable, the Gunnison County Regulations for Special Development Projectsany and all other applicable regulations. . Right-of-wayRights-of-way dedications pursuant to a land use change shall require written acceptance by the Board and shall be made in conformity with the functional classification assigned to such road by the Director of Public Works and shall align with the centerline of existing rights-of-way.

~~In the case of proposed new alignments, detailed site planning and alignment studies may be required. The planning principles for roads in Section 3.3 shall be followed for land use change permit applications.~~

A land use change may require application of these Standards and Specifications. For purposes of these Standards and Specifications, "land use change" shall mean:

A. A land use change, as defined by the *Gunnison County Land Use Resolution*, that requires ~~a permit under the *Gunnison County Land Use Resolution* and for which~~ compliance with Section 12-103 of the *Gunnison County Land Use Resolution* is required; or

B. An activity or system that requires a permit under the applicable Gunnison County Building Code(s) or Gunnison County Onsite Wastewater Treatment System Regulations and:

1. Such permit(s) are for activities or systems on vacant land;
2. The activity or system requiring such permit(s) would encroach upon or substantively interfere with the use of any existing road, bridge or access to the property on which such activity or system is contemplated by such permit(s); or
3. Such activity or system presents a potential hazard to public health, safety, or welfare in relation to a road, bridge or access governed by these Standards or Specifications, as determined by the Director or ~~his or her~~their designee in ~~his or her~~their discretion.

~~4.4~~3.3 Planning Principles

A. Basic factors in the design of a ~~-~~road system include:

1. Safety ~~–~~for both vehicular and pedestrian traffic.

2. Efficiency of Service ~~–~~for all users.

3. Livability, ~~—~~especially as affected by traffic elements in the circulation system.

4. Economy ~~– of~~ in both construction and use of land.~~,~~ D~~d~~esign should minimize maintenance costs and maximize ease of snow removal.

5. Environment ~~—~~design should minimize the impact of road construction ~~in sensitive areas~~on ~~the environment~~wildlife, plant species, water and air quality, erosion, soils, invasive plan species promulgation, and forest health to the exten~~d~~t feasible.

B. Each of the following principles is an elaboration on one or more of these four factors. The principles are not intended as absolute criteria, since instances may appear where certain principles conflict. Therefore, the principles should be used as guides to proper system layout.

~~A.~~1. Insure Vehicular and Pedestrian Access. Road widths, placement of sidewalks or pathways, patterns of roads, crosswalk installations, and number of intersections shall be related to safe and efficient use of the road and access to abutting lands.

~~B.~~2. Control Access to Arterials. Local road systems and land development patterns should not detract from the efficiency of peripheral arterial facilities. Ideally, land development should occur so that no parcels require direct access to arterial routes. The local flow of traffic should be managed with an internal traffic management plan. The number of access points between the local road system and the arterial system should be minimized. Intersections along arterial routes should be properly spaced for efficient and safe traffic flow. The roads that do intersect the arterial system will tend to have high traffic volumes since they are the only access points. The number of residential lots directly accessing collector roads should be minimized.

~~C.~~3. Discourage Speeding. Residential roads should be designed to discourage excessive vehicle speed through generally accepted traffic engineering ~~means~~methods.

~~D.~~4. Courts and Cul-de-Sacs. A road ending with a cul-de-sac should normally not be longer than six hundred (600) feet. All cul-de-sacs shall have a minimum radius of forty five (45) feet of maintained and plowed area as measured to the outside edge of the traveled surface and have defined and permanent snow storage locations with

demonstrable drainage solutions.

C. Roads which do not connect or intersect with other roads shall have a ~~cul-de-sac, loop design, or a "Y" or a "T"~~ turn around at the end of the road segment that meets the requirements of the local emergency ~~responders~~agencies. A cul-de-sac ~~which may be vacated in the future~~that is being vacated shall be improved to the functional classification standard of the road which it serves if access is provided to dwellings or other structures. T~~"T" t~~urnarounds shall ~~be a minimum of twenty (20) feet from any~~comply with any fire proception district requirements related to setbacks from flammable structures. (See Appendix E for Turnaround Standards.)

SECTIONARTICLE 4IV

DESIGN STANDARDSesign Standards

4.1 Application of Design Standards

4.1 A. 4.1.1 Minimum Standards

The standards set forth in this Article provide uniform minimum acceptable values. If and only if it can be shown that an alternate design standard will provide an outcome equal to or better than the required minimum, then such alternate may be approved in the sole discretion of the Director Department and upon review and approval by the Director of plans submitted and signed by a professional engineer. Life cycle cost shall be considered in meeting minimum acceptable values.

4.2 Design Factors

A. 4.2.1 Road Classification

Each road or trail or access as defined by the County proposed for construction or improvement shall receive, from the Director, a functional classification as defined in Section 3.1. If such a classification is not specified on the County Road Map, a functional classification shall be assigned and based primarily on volume and traffic per Table 3-1.

B. 4.2.2 Projected Traffic Volumes

A traffic analysis is normally required to project future traffic volumes for roads. A key element in any traffic analysis is trip generation by land use type. The report entitled Trip Generation, published by the Institute of Transportation Engineersmost recent edition of the Institute of Transportation Engineers "Trip Generation Manual", shall be the County guideline where no detailed trip generation data is available. Traffic studies shall comply with the requirements of Section 12-103 of the LUR standard. This report is available for review in the Gunnison County Planning Department.

A twenty (20) year design period or full development shall generally be used to project traffic volumes. Factors provided by the Colorado Department of Transportation and/or the Gunnison County Planning Director shall be used to adjust average daily traffic volumes to design hourly volumes.

The Director of Public Works shall consult with the County Planning Director to determine whether a traffic analysis will be required. The traffic analysis will be done during the initial application phase of the development, and at the sole cost of the road developer.

C. 4.2.3 Terrain Classification

For the purpose of these Standards and Specifications, the terrain in Gunnison County shall be classified in two categories:

1. Flat or Rolling Terrain. Average cross slope less than fifteen (15) percent and the ridges and draws are not well defined.

2. Mountainous Terrain. Average cross slope greater than fifteen (15) percent and the ridges and draws are steep and well defined.

D. ~~4.2.4~~ Design Speed

The choice of a design speed is influenced primarily by the terrain classification, functional classification of the road, and land use. ~~The design speed is generally slightly higher than the posted speed. Acceptable ranges of minimum design~~ Design speeds ~~are as follows~~will utilize the AASHTO Green Book and CDOT's Roadway Design Guide to justify said design speed.

All speed limits shall comply with C.R.S. § 42-4-1101 and consider the following factors, if applicable:

A. Roadway environment (such as roadside development, number and frequency of driveways and access points, and land use), functional classification, public transit volume and location or frequency of stops, parking practices, and pedestrian and bicycle facilities and activity;

B. Roadway characteristics (such as lane widths, shoulder condition, grade, alignment, median type, and sight distance);

C. Geographic context (such as an urban district, rural town center, non-urbanized rural area, or suburban area), and multi-modal trip generation;

D. Reported crash experience for at least a 12-month period;

E. Speed distribution of free-flowing vehicles, including the pace, median (50th-percentile), and 85th Percentile speeds; and/or

F. A review of past engineering speed studies to identify any trends in operating speeds.~~:~~

	Flat or Rolling		Mountainous	
Functional Classification	Design Speed	Posted Design Speed	Design Speed	Posted Design Speed
Arterial	45	40	35	30
Collector	45	30-40	40	30
Local Road	25	20-25	25	20
Lane or Place	20	20	15	15

	Flat or Rolling		Mountainous	
Functional Classification	Design Speed	Posted Design Speed	Design Speed	Posted Design Speed
Arterial	6045	45-5540	50 35	30-4030

	Collector	45	30-40	40	30
	Local Road	25	20-25	25	20
Lane or Place		20	20	15	15

4.3 Geometric Standards

A. A.4.3.1 Horizontal A

1.

A. General Considerations. The major considerations in horizontal alignment are topography, road classification, design speed, grade profile, subsurface conditions, safety, and sight distance. All of these must be balanced to produce an alignment that is safe and adequate for the functional classification of the road.

B. 2. Sight Distance. Horizontal alignment must provide at least minimum stopping sight distance for the design speed at all points. This includes visibility at intersections, as well as around curves and roadside obstruction.

a. The minimum stopping sight distance is the distance required by the driver of a vehicle traveling at a given speed to bring the vehicle to a stop after an object on the road becomes visible. Stopping sight distance is measured from the driver's eye, which is assumed to be three and one-half (3.5) feet above the roadway surface, to an object 6 inches high on the road.

b. The required stopping distance for a given design shall comply with the AASHTO Green Book and CDOT's Roadway Design Guide. Criteria for measuring stopping sight distance include an eye height of 3.5 feet and an object height of 2.0 feet. Passing sight distance criteria include an eye height of 3.5 feet and the object height of 3.5 feet.is as follows:

Design Speed (MPH)	Stopping Sight Distance (ft.)
15	100
20	150
25	175
30	200
35	250
40	300
50	450
60	650

Design Speed (MPH)	Stopping Sight Distance (ft.)
15	100
20	150
25	175
30	200

35	250
40	300
50	450
60	650

c. In some cases, passing sight distance may be required on collectors or arterials. The Colorado Division of Highways' Road Design ManualCDOT Roadway Design Guide should be used in determining passing sight distance.

Standards for Curvature. TTables 4-1 through 4-4 set the permissible minimum curve radii and the permissible maximum allowable rate of superelevation for the various functional classifications are below and areshall comlycomply with the AASHTO Green Book and CDOT's Roadway Design Guide. The tables are based on design speed, friction factors, and superelevation, and do not consider sight distance.

Minimum Curve Radius for Design Speed on Local Road and Lanes (without superelevation):

e + f = 0.0'67v' R				**R**
e – superelevation				8
f – side friction factor				1
v – design speed				2
R – curve radius				3

C. –

~~Minimum Surve Radius for Design Speed on Collectors, Minor Arterials and Principal Arterials:~~

d. Sudden reductions in speed introduce the element of surprise to the driver and should be avoided. Where physical restrictions cannot be overcome and it becomes necessary to design curvature which is lower than the design speed for the project, the design speed between successive curves shall not change by more than 10 mile-per-hour increments. ~~Under no conditions shall~~Normally a curve for a design speed lower than the design speed of the project shall not be introduced at the end of a long tangent or at other locations where high approach speeds may be anticipated. Use of lower standard curve radii is subject to approval by the County.

e. Angle points less than one degree require no curve radius. A compound curve is two curves of different radii joining with no tangent between them. A compound curve will not be permitted. A broken-back curve is two curves in the same direction joined by a short tangent. Broken-back curves are not permitted.

3. Superelevation. ~~One of the most important factors to consider in highway safety is the centrifugal force generated when a vehicle traverses a curve~~. ~~Centrifugal force increases as the velocity of the vehicle and/or degree of curvature increases.~~ The standard superelevation rates ~~shown below on Table 4-1 through Table 4-4~~ shall comply with the

AASHTO Green Book and CDOT's Roadway Design Guide and shall be ~~are~~ designed to hold the side friction factor within tolerable limits for those operating speeds expected for the range of curve radii given.

~~Maximum Superelevation Rates:~~

~~Road Type~~	~~Rural~~	~~Urban~~
~~Principal Arterial~~	~~.08~~	~~.06~~
~~Minor Arterial~~	~~.08~~	~~.06~~
~~Collector~~	~~.06~~	~~.06~~
~~Residential Sub-Collector~~	~~.06~~	~~.04~~

~~D.~~

~~Side Friction Factors for Design Speed:~~

~~v~~	~~f~~
~~15~~	~~.19~~
~~20~~	~~.18~~
~~25~~	~~.17~~
~~30~~	~~.16~~
~~40~~	~~.15~~
~~60~~	~~.13~~

a. For undivided roads, the axis of rotation of superelevation is usually the centerline. Where curves are preceded by long relatively level tangents, the plane of superelevation may be rotated to about the edges of the pavement to improve the perception of the curve.

b. A superelevation transition is variable in length depending upon the amount of superelevation. Two-thirds of the transition is in the tangent approach at the beginning and the end of the curve, and one-third of the full superelevation is at the beginning and at the end of the curve. Where spiral curves are permitted, the transitions are to be designed using the latest edition of the Colorado Department of Transportation Roadway Design Manual.

E.4. Coordination with Vertical Alignment. To avoid the possibility of introducing serious traffic hazards, coordination is required between horizontal and vertical alignment. Particular care must be exercised to maintain proper sight distance at all times. Sharp horizontal curves introduced at or near the top of a pronounced crest, or at the bottom of sag vertical curves should be avoided.

B. 4.3.2

Design Speed - MPH							
Terrain Classification	15	20	25	30	40	50	60
Flat and Rolling	6	6	6	6	6	5	4
Mountainous	11	10	9	9	8	6	N/A

Vertical Alignment

A. 1. General Considerations. The centerline profile is a reference line by which the elevation or grades of the pavement and other features of the roadway are established. It is controlled mainly by topography, structure clearances, horizontal alignment, safety, sight distance, design speed, and the performance of heavy vehicles on a grade.

B. 2. Minimum and Maximum Grades. To provide for adequate drainage, the minimum sustained grades shall be no less than 0.51 percent (1%) on roadway sections with curb and gutter and two percent one (12%) percent on all other roads.

a. Maximum permissible sustained grades (expressed in percents) for new roads are related to design speed and shall be as follows:

Design Speed - MPH							
Terrain Classification	15	20	25	30	40	50	60
Flat and Rolling	67	6	6	6	6	5	4
Mountainous	11	101	910	9	8	6	N/A

(Design Speed - MPH)

Terrain Classification	15	20	25	30	40	50	60
Flat and Rolling	6	6	6	6	6	5	4
Mountainous	11	10	9	9	8	6	NA

The maximum design grade should be used infrequently rather than as a value to be used in most cases. For short grades less than three hundred (300) feet, the maximum gradient may be increased by one percent.

b. A~~In flat or rolling terrain, a~~ll grades shall flatten to at most four (4) percent for at least one hundred (100) feet approaching intersections, and for at least fifty (50) feet entering and leaving turn-arounds or cul-de-sacs. In mountainous terrain, all grades shall flatten to ~~six~~ four (4) percent or less for at least fifty (50) feet approaching intersections ~~intersections~~ and entering switchbacks or cul-de-sacs.

3. Vertical Curves. All vertical curves shall be designed to provide adequate stopping and passing sight distance, headlight sight distance, comfortable driving, good drainage, and a pleasing appearance.

~~C.~~a. Vertical curves shall be parabolic.

b. Vertical curves are not required where the algebraic difference of grades is less than 0.40%. The preferred minimum length of vertical curves, both crest and sag, is four hundred (400) feet.

c. The minimum length of a vertical curve shall be three hundred (300) feet for design speeds above thirty (30) miles per hour, and two hundred (200) feet for design speeds of thirty (30) miles per hour and lower. Unequal tangent vertical curves are ~~p~~ppermitted only in special circumstances as approved by the County.

a. Vertical curves that are long and flat may develop poor drainage at the level section. This must be overcome by adjusting the flow line of the ditch section.

4. Sight Distance. Minimum lengths of crest vertical curves are controlled by stopping sight distance requirements as shown in ~~Figure 4-1~~as determined by the ASHTO green book.

~~D.~~

4.4

	Design Speed - MPH						
Terrain Classification	15	20	25	30	40		
Rolling	7	6	6	6	6		
Mountainous	11	11	10	9	8		

Cross Section ~~Section~~ Standards

A . ~~4.4.1~~ Typical Sections

~~4.4~~

Typical sections for each functional classification are given in Appendix B - D. Table 3-1 also provides a summary of design elements. Variations from these sections may be approved by the County when there is sufficient evidence that certain design elements can be reduced or eliminated.

B . ~~4.4.2 Right-of-Way~~Rights-of-W~~way~~ Width

The basic minimum ~~right-of-way~~rights-of-way width for each typical section is shown in Table 3-1. This width is sufficient only to accommodate the specific geometric cross-sectional elements that are required. Additional ~~right-of-way~~rights-of-way may be required for snow removal and storage, pedestrian infrastructure, or other uses. Cut and fill slopes beyond the hinge point and ~~right-of-way~~rights-of-way may require ~~slope~~ additional easements.

C . ~~4.4.3 Crown~~ Cross Slope

Cross slope is provided to provide a drainage gradient so that water will run off the surface to a drainage system such as a street gutter or ditch. Inadequate cross slope will contribute to aquaplaning.

1. On straight sections of normal two-lane roads, the pavement cross section is usually highest in the center (crown of road) and drains to both sides.

2. In horizontal curves, the cross slope is banked into superelevation to reduce steering effort and lateral force required to go around the curve.

3. Cross slope criteria apply to typical tangent alignments.

4. On high-speed roadways, normal cross slope is 1.5–2.0 percent, with the cross-slope break (the algebraic difference in slopes between the lanes) at the centerline not exceeding 4 percent.

5. In areas of intense rainfall and where there are three or more lanes in each direction, additional cross slope may be necessary for adequate drainage.

Accomplishing other design features (superelevation transitions, pavement warping at intersections, etc.) will inevitably require removal of cross slope in spot locations. These cases are routine and necessary in design and a design exception is not required. In addition to the cross slope of the lanes, the cross-slope break on the high side of superelevated curves should not exceed 8 percent (Figure 23). A formal design exception is required when this condition is not met. ~~On roads in tangent alignment, the high point of the crown shall be at the centerline of the pavement and the pavements sloped toward the edges of a uniform grade. In mountainous terrain, local roads may be insloped or outsloped on a constant two percent (2%) slope to alleviate surface erosion~~

~~due to runoff, provided safe speed requirements are met.~~ At intersections, or in unusual situations, the crown position may vary depending upon drainage or other factors.

6.

7. ~~S~~Standard ~~crown~~ cross slopes minimums to be used on the traveled way for different pavement and surface types are as follows:

Type of Surface	Crow~~n~~ss Slope (Percent)
Portland Cement	1.5
Bituminous Mix Pavements	2.0
Penetration Treated Earth or Gravel	3.0
Unsurfaced Graded Section	4.0

~~Type of Surface Crown Slope (Percent)~~

~~Portland Cement 1.5~~
~~Bituminous Mix Pavements 2.0~~
~~Penetration Treated Earth or Gravel 23.0~~
~~Unsurfaced Graded Section 24.0~~

D. ~~4.4.4 Side~~ Barrow or Bar Ditches

~~Side d~~Ditches may be required in cut sections without curbs and gutters. The slope from the edge of the shoulder to the bottom of the ditch shall not be steeper than 3:1.

E. ~~4.4.5~~ Curbs and Gutters

1. Curbs and gutters may be required as follows:
   a. On urban roads.
   b. When drainage, traffic, or public safety necessitates.
   c. As determined by the department.

~~1.~~ 2. ~~On urban roads~~
~~When drainage, traffic, or public safety necessitates~~
~~2. As determined by the department~~

All curbs and gutters ~~are to be constructed with Class B Concrete and~~ shall conform to standards detailed in the latest edition of Colorado Department of Transportation Standard Specifications for ~~two feet curb and gutter~~ Type 2 curb and gutter, unless otherwise ~~approved~~ specified by the County Public Works Department.

F. ~~4.4.6~~ Side Slopes

1. Cut and Fill Slopes: – ~~**NEEDS UDPATED**~~

~~Height~~	~~Cut Slopes~~	~~Fill Slopes~~

~~0-5 feet~~	~~3:1~~	~~2:1~~
~~5-10 feet~~	~~2:1~~	~~1½:1~~
~~10-15 feet~~	~~1½:1~~	~~1½:1~~
~~Above 15 feet~~	~~1:1~~	~~1½:1~~

Shall comply with LUR standards.

2. ~~Cut and fill slopes shall be as shown in Table 4-5.~~ Flatter slopes shall be required in unstable soils. Cut slopes that are steeper than the standard may be considered in special situations, such as in solid material, but require prior approval by the County. Some side slopes may require additional measures to stabilize or revegetate the slope.

3. The tops of all cut slopes shall be rounded with a minimum of a four (4) foot radius where the material is other than solid rock, and shall be reseeded with vegetation native to the area or as recommended by the ~~United States Soil Conservation Service~~ local Natural Resources Conservation Service~~NRCS~~. The backslopes at the ends of all cuts, except rock, shall be flattened. The ditch at the lower end of the cut shall be widened gradually to discharge side ditch drainage away from base of adjacent fill slopes in order to avoid erosion and improve appearance.

G. ~~4.4.7~~ Ramps for Physically Handicapped

All newly constructed, repaired, or replaced sidewalks and curbs shall provide adequate and reasonable access for the safe and convenient movement ~~of physically handicapped persons~~of persons and in compliance with the most current and adopted Americans with Disabilities Act Guidelines and amendments and Architectural Barriers Act~~ABA~~ Accessibility Guidelines for the Public Rights-of-~~w~~Way.~~, including those in wheelchairs.~~ .

H. ~~4.4.8~~ Trails

Recreation path standard specifications may be developed or promulgated by Gunnison County. All submittals for trails ~~will~~ may be referred to~~be reviewed by~~ the ~~Trails Commission~~Sustainable Tourism and Outdoor Recreation Committee for recommendations and should conform to LUR section 12-104 and the Gunnison County Trails Master Plan, as amended.

I. ~~4.4.9~~ Horizontal and Vertical Clearance

The following are minimum clearances for structures or other roadside obstructions, including but not limited to ~~mailboxes~~, shrubs, trees, signs, gates, and fences. Additional clearances may be ~~provided~~ required for sight distance and/or other requirements. Accesses will be assessed on a case-by-case basis.

1. In all areas without curbs, or with mountable curbs, and with design speeds of 40 MPH or less, a minimum clear zone of fifteen (15) feet shall be provided. ~~When roads or highways under the jurisdiction of other agencies are involved, the clearance as required by said agency, if more restrictive than these~~ Standards and Specifications~~, shall apply.~~

The minimum horizontal clearance shall be ~~four (4') feet from~~provided from the outside edge of the traveled way of a public or private road. ~~In all areas without curbs, or with mountable curbs, and with design speeds of 40 MPH or less, a minimum clear zone of fifteen (15) feet shall be provided,~~

2. Mailboxes may be placed 4 feet from the edge of the traveled way and must comply with CDOT's Roadway Design Manual. ~~Accesses will be assessed on a case-by-case basis.~~

~~2~~3. The minimum vertical clearance for all overhead structures including signs, cables, etc. shall be in accordance with those specified in the applicable provisions of the latest edition of ~~Colorado Department of Transportation Roadway Design Manual~~CDOT's Roadway Design Manual and/or the Manual on Uniform Traffic Control Devices~~.~~ In no case shall the overhead clearance be less than 13 feet 6 inches.

~~3~~4. When roads or highways under the jurisdiction of other agencies are involved, the clearance as required by said agency, if more restrictive than these Standards and Specifications, shall apply.

4.5 Access Control Standards

A. The County shall apply these access control standards to all connections made within the ~~right-of-way~~rights-of-way by any highway, road, drive, trail (>50 inches), path (~~>~~50 inches), or access otherwise determined by the County. Accesses shall be constructed to meet all Standards and Specifications.

1. All residential ~~driveways~~ accesses that ~~access~~ connect to a County road or public or private ~~ROW right-of-way~~rights-of-way shall have a minimum surface width of ~~eighteen (18~~twenty (20)~~)~~ feet at the edge of the pavement or road surface, and taper to a minimum surface width of sixteen (16) feet at a distance of ~~six~~ two feet from the edge of the road, and maintain this surface width to the end of the ~~driveway~~access. No residential ~~driveway~~access shall be in excess of 24 feet wide in the ~~ROW~~Rights-Of-Way, excluding corner Radii.

2. All such ~~driveways~~accesses shall be constructed with the following ~~minimum sections~~surface treatment section dimensions or combination thereof:

Access Material	Minimum Section Depth
Concrete	6 inches
HBP (asphalt)	~~2~~3 inches with ~~6~~4 inches Class 6 aggregate base course
Gravel (compacted)	6 inches Class 6 aggregate base course
Native Material	Permissible only if access road is native material and native material provides structural stability and an all-weather driving surface

~~DrivewayAccess Material Minimum Section Depths~~

~~Concrete 6 inches;~~

~~halt) 2 inches with 6 inches Class 6 aggregate base course;~~

~~Gravel 6 inches Class 6 aggregate base course (compacted);~~

~~Native Material Permissible only if access road is native material or and native material provides structural stability and an all-weather driving surface.~~

and shall be installed in accordance with both an approved ~~driveway~~ access permit and all applicable sections of these Standards and Specifications. Access to a County road or ~~right-of-way~~rights-of-way must be obtained as described in Section 7.4. "Uniform ~~S~~screened aggregate" shall not be used in the ROW or on grades in excess of 4%.

3. The maximum grade~~s~~ for accesses~~driveways~~ shall be 11%. This will be measured in the center of the ~~travelway~~travel way and as an average over ~~a 25~~30 ~~foot long~~30-foot-long sections. The grade of the entrance ~~and~~ /exit shall slope ~~downward and~~ away from the road surface at the same rate as the ~~normal~~ cross slope and for a distance at least equal to the width of the shoulder or to the centerline of the drainage ditch, in order to allow water to effectively drain from the roadway and enter the designed drainage.~~, but in no case less than ten feet from the traveled way~~.

4. All ~~driveways~~accesses and approaches ~~shall be constructed so that they~~ shall not interfere with the drainage system of the roadway ~~or cause~~. The Director may require a stormwater management plan for the access as a condition of approval. The applicant ~~will~~ shall be required to pay for and install, at ~~his~~ their own expense, drainage structures at entrances and exits which will become an integral part of the existing drainage system. The dimensions of all drainage structures must be approved by the Gunnison County Public Works Department ~~representative~~ prior to installation and may require an engineered plan. The minimum size of culvert installed parallel to the road will be a 12" diameter. Installation, ~~M~~maintenance, and replacement of the culvert shall be the responsibility of the property owner and shall maintain the original efficiency of the installation. ~~.~~

~~-~~The horizontal axis of an approach to the roadway shall ~~normally~~ be at right angle to the centerline of the roadway and extend a minimum of ~~forty~~ thirty (~~40~~30) feet beyond the traveled way. An angle between 90 and ~~60~~ 70 degrees may~~shall~~ be permitted if it can be shown that physical ~~constraints exist~~constraints exist that require ~~an~~ a different approach ~~new~~ angle ~~of less than 90 degrees~~. An angle less than 60 degrees ~~is~~ shall not be permitted.

5. No more than one ~~approach~~ access shall be allowed regardless of ownership~~,~~ or subdivision, ~~etc.….o~~on any parcel of property when there is less than one hundred (100) feet of property frontage. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership, except adjacent platted subdivision lots, unless it can be shown that, they are necessary for the safe use of the property. In such cases, ~~A~~any ~~A~~additional accesses, measured from the center line tangent, ~~s~~ must be separated by more than one hundred (100) feet or more. Additional accesses may be considered only when the site geography inhibits internal connections and the public right-of-way is the only way to achieve the ~~necessary~~proposed land use. Additional accesses must comply with ~~the following sub sections~~these regulations.

6. ~~In the case of~~ The extension of the access into the right-or-way or the radius-taper portion ~~of an flared drivewaysaccesses, the flared portion adjacent to the traveled way~~ shall not encroach upon adjoining property. Property lines shall be extended on the existing tangent to the middle of the ~~row~~right-of-way to assess encroachment.

7. An access approach that is gated shall be designed so that the longest vehicle commonly using it can completely clear the traveled way when the gate is closed. In no event shall such distance be less than thirty-five (35) feet. Public rights-of-way shall not be gated unless approved by BOCC resolution. ~~In no event shall such distance be less than thirty fivethirty-five (35) feet.~~

8. Intersecting public and private roads shall be located opposite each other where possible or be offset by a minimum of one hundred ~~twenty five~~twenty-five (125) feet.

9. ~~Driveways~~Accesses shall have an ~~all weather~~all-weather driving surface. In most cases a manufactured product will be required. ~~In the case of a~~A native material road must be requested in writing and~~,~~ the ~~driveway~~access shall ~~match the existing surface~~achieve the characteristics that provide an all-weather driving surface.

~~Driveways~~Accesses ~~shall have a minimum surface width of 18 feet at the edge of pavement or road surface and taper to 16 feet at a distance 6 feet from the edge of the road and maintain this surface width to the end of the driveway~~access~~.~~

~~Driveways which are in excess of 600 feet in length and are single lane shall be required to have standard inter- visible turnouts. (See Appendix D).~~

10. Accesses shall be measured from the edge of the traveled way, along the centerline of the access, to the structure or proposed building envelope if no structure is constructed.

11. ~~Driveways at the End of the Road – Driveways~~Accesses 150’ or longer ~~- in length that end at a private residence, a business or structure larger than 600 square feet,~~ shall have a cul-de-sac, ~~loop design~~ or a “Y” or “T” turn around adequate to accommodate emergency service vehicles. ~~“T” turnarounds shall be a minimum of 20’ from any flammable structure.~~ All turn around areas shall be kept open and clear, and shall have

sufficient area for snow storage outside of the road prism, and shall be plowed by the owner in the winter. All turnarounds shall be reviewed by the fire district responsible for fire suppression in the area and subject to additional requirements. (See Appendix E).

12. ~~Driveways~~Accesses which are in excess of 600 feet in length and are single lane shall have standard inter-visible turnouts. The minimum number of intervisible turnouts is one per ~~600 foot~~600-foot section. The location of the intervisible turnout will be determined in cooperation with Public Works and the fire district responsible for fire suppression in the area and may be impacted by multiple variables. (See Appendix D).

13. ~~Driveway~~Access designs that allow for backing onto or off of a county road are discouraged and shall be evaluated on a case-by-case basis. Lot size, proposed house location, ~~and~~ traffic volume, and speed can be used as determining factors but are not exhaustive. The Director of Public Works ~~will~~ shall make the final determination.

14. Any ~~driveway~~ access permit application that ~~is over 250 feet in length and~~ has the potential to be used for a road for future development may be referred to the ~~planning~~ Community Development office for proper review.

~~Driveways Accesses shall be constructed to meet all Standards and Specifications. from the edge of the County road, or public road, or private road under County jurisdiction, to the building footprint.~~

15. ~~Driveways~~Accesses ~~on steep~~ that exceed ~~5~~4% grade, uphill or downhill, will require an approach ~~flat landing~~ area with slopes below 4% grade in all directions for a minimum of 30 feet ~~before~~ measured from the ~~the intersection with the~~ edge of the ~~road~~~~way~~traveled way.

16. A temporary access road as defined herein shall be required to meet all Standards and Specifications only ~~from the edge of the road to the property line~~within the right-of-way. The temporary access or road shall be removed and reclaimed within ~~a~~one (1) year of the temporary access permit issuance if an access permit is not submitted to convert the temporary access or road permit to a permanent access.

17. Adequate vehicle parking must be provided on the private parcel based on the proposed land use. ~~No~~ Constructed or designated parking along the road, in the emergency turnaround, or protruding into the right-of way ~~will~~ shall not be permitted.

18. Any overhead ~~entry~~ structures designed for vehicles to travel under, such as a Porte-cochère, passageway, screen wall, archway, or other shall be at least 13’ 6” high for the width of the travel way, measured from the road surface.

19. ~~Red on white~~ Rreflective address signs as required by the local fire district shall be installed at the access approach if the structure is in excess of 100 feet from the public

right-of-way.

20. Snow storage shall be identified on site plan. Snow ~~shall not be~~ removed from accesses shall not be ~~and~~or stored on Road ~~Right of Way~~rights-of-way.

21. Storing of construction materials in the Road ~~Right Of Way~~Rights-of-way is not allowed.

22. Summary of ~~Driveway~~Access ~~Design~~ Width Elements:

Type of Access	# of Lanes	Lane Width
Residential	1	16 feet
Agricultural	1	16 feet
Commercial	2	11 feet
Industrial	2	11 feet

23. Commercial Accesses shall be assessed based on the commercial use of the land and the necessary use of the parcel. Safety of the public is paramount to the assessment of commercial use. Each commercial access permit will be addressed on a case-by-case basis and does not create precedent.
24. Site Plan shall be in compliance with LUR standards and Requirements and these standards and specifications. -

~~Length of access to structure~~
~~Width of access~~
~~Dimensions of emergency access turn arounds and intervisible pullouts~~
~~Access grade and points of grade changes~~
~~Radius of tight curves or switch backs~~
~~Snow Storage~~
~~Location and size of culverts~~
~~Drawn to scale on 11"x17" print or digital format with adequate resolution~~
~~Cross sections may be required depending on Terrain~~
~~Sight distance for access approach may be required~~
~~Property Lines~~
~~Elevations of access approach, and proposed elevation of home~~
~~Angle of access approach to roadway~~~~A site plan, which at a minimum, includes the following:~~

a. **Maps and Site Plans~~APS AND SITE PLANS~~.** Maps and site plans submitted with any application shall be engineer quality and at a scale and sheet size that can be easily viewed or digital format with adequate resolution. A minimum scale of 1" = 100' is preferred. Sheet size shall not exceed 24 inches by 36 inches.

b. **All Property Served by the Access~~LL PROPERTY SERVED BY THE ACCESS~~.** Include all land served by proposed access. This can be a simple, hand-drawn layout, but it must be legible, clearly marked, drawn to scale, and signed and dated by the person who drew it.

c. **Phasing~~HASING~~.** Any proposed phases of the construction, and their timing.

Total Acreage of Contiguous Property Owned by the Applicant~~OTAL ACREAGE OF CONTIGUOUS PROPERTY OWNED BY THE APPLICANT~~. Total acreage and

d. location of all contiguous property owned by the applicant.

e. **Total Acreage Impacted by Access Permit~~OTAL ACREAGE IMACTED BY ACCESS PERMIT~~.** Total acreage of the site on which the applicant wants to obtain approval for the Access Permit.

f. **Adjacent Landowners~~DJACENT LANDOWNERS~~.** Names and actual land uses of adjacent landowners (including federal, State of Colorado and other publicly owned lands), to the site (in addition to the separate narrative listing). This includes properties that may be across a road, stream or river from the applicant's property.

g. **Utility Locations in Area~~TILITY LOCATIONS IN AREA.~~.** Location of all existing utilities on the property (septic tanks, wells, electric, gas, telephone or cable lines) that will serve the property.

h. **Topographic Features~~OPOGRAPHIC FEATURES~~.** Streams, lakes, ponds, wetlands, contour lines and elevations, any prominent ridgelines, and any other significant visual resource areas on the property.

i. **Livestock Drives and Fencelines~~IVESTOCK DRIVES AND FENCELINES~~.** Historic or recorded stock drive easements crossing or adjoining the development property, including the location of any existing fences along property lines, and the location of new fences or other obstacles proposed to be built across any such stock drive.

j. **Irrigation Ditches~~RRIGATION DITCHES~~.** The location(s), and name(s), of any irrigation ditch crossing or adjoining the development property, as available from the Colorado Division of Water Resources, or ditch commissioner's records.

k. **Drainage~~RAINAGE~~.** Drainage patterns and structures proposed or existing, on and adjacent to the Project property. Snow Storage and drainage impacts from snow storage location.

l. **~~Accesses and~~ Parking~~CCESSES AND PARKING~~.** Design and location of ~~Accesses/~~parking areas, both existing and proposed, This information should ~~include length~~include length, width, Dimensions of emergency access turn arounds and intervisible pullouts, Access grade and points of grade changes, Radii of tight curves or switch backs, Sight distances, Elevations of access approach, and proposed elevation of home, Angle of access approach to roadway, and/or other items.

m. **Existing Structures~~XISTING STRUCTURES~~.** Locations and sizes of existing structures.

n. **Proposed Structures~~ROPOSED STRUCTURES~~.** Locations and sizes of proposed structures.

o. **Boundaries~~OUNDARIES~~.** Boundaries and related measurements.

B. ~~4.5.1~~ Access to Arterial Roads

~~A.~~ 1. Private Direct Access. Private direct access to ~~major and rural~~any arterial roads shall be permitted only when the property in question has no other ~~reasonable~~ feasible access to the ~~County~~ public road system. When direct access must be provided, the following shall be considered:

~~1.~~a. Access shall continue until such time that some other reasonable access to a lower functional classification road or highway is available and permitted. The access permit shall specify the future reasonable access location and, if known, the date the change will be made. Subdivisions shall be designed, if possible, to provide for alternative access at a future date.

~~2.~~ No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership except adjacent platted subdivision lots unless it can be shown that, they are ~~necessary~~ required for the safe use of the property.~~No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership unless it can be shown that additional accesses would be significantly y~~

~~beneficial to the safety and operation of the road or the local circulation system. Subdivision of a parcel shall not result in additional access unless shown as necessary for safety or operational reasons. Agricultural roads shall be exempt from this requirement.~~

~~B.~~ 2. Spacing and Signing.

~~1.~~a. For rural road sections ~~where significant development is not expected in the foreseeable future~~, minimum spacing of all intersecting public roads, roads and highways shall be on one-half (1/2) mile intervals for paved arterials and one-quarter (1/4) mile intervals for gravel arterials, plus or minus approximately 200 feet. Where topography makes such spacing inappropriate, location of public approaches shall be determined by topography, property ownerships, property lines and physical design constraints. The final location should serve as many properties and interests as possible to minimize the need for direct private access to the road system.

~~In areas where development accesses an arterial road, a traffic engineering study shall be completed to properly locate all proposed approaches. These studies shall be submitted to the Director of Public Works for review prior to the issuance of a ~~Driveway~~Access Permit and shall be paid for solely
~~2.~~b. by the applicant.

C. ~~4.5.2~~ Access to Collector Roads

~~A.~~ Private Direct Access. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership except adjacent platted subdivision lots unless it can be shown that~~,~~ they are necessary for the safe use of the property.~~No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership except adjacent platted subdivision lots unless it can be shown that additional access approaches would not be detrimental to the safety and operation of the road, and they are necessary for the safe and efficient use of the property.~~

1.

2. Subdivision of a parcel shall not result in additional access unless shown to be necessary for safe use of the property.~~safety or operational reasons.~~

3. ~~Driveways~~Accesses located near an intersection shall be constructed so that the side nearest the intersection is no less than one hundred (100) feet from the centerline of the intersecting road ~~for commercial drivewaysaccesses and fifty (50) feet for residential drivewaysaccesses.~~

4. Access onto collector roads shall be spaced at a minimum on-quarter (1/4) mile intervals plus or minus two hundred (200) feet.

~~B. Access onto collector roads shall be spaced at a minimum one-quarter (1/4) mile intervals plus or minus two hundred (200) feet.~~

D . ~~4.5.3~~ Local Roads/Lanes

~~A.~~ 1. Private Direct Access. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership except adjacent platted subdivision lots unless it can be shown that additional access approaches are required due to geography, and would not be detrimental to the safety and operation of the road.~~, and are necessary for the safety and efficient use of the property. Subdivision of the property is preferred if multiple accesses are requested.~~ Multiple accesses are at the discretion of the director and require waivers~~ and are granted at the discretion of the Board.~~.

2. ~~Driveways~~Accesses located near an intersection shall be constructed so that the side nearest the intersection is no less than one hundred (100) feet from the centerline of the intersecting road~~ for commercial drivewaysaccesses and fifty (50) feet for residential drivewaysaccesses.~~

4.6 Intersections

A . ~~4.6.1~~ General Requirements

To minimize conflicts and to provide for the anticipated crossing and turning movements, geometric design of each intersection must be given careful consideration.

Intersections occurring on horizontal curves or crest vertical curves are undesirable. When latitude exists in the selection of intersection locations, vertical or horizontal curvature should be avoided. A line or grade change may be warranted when major intersections are involved.

B . ~~4.6.2~~ Intersection or Access ~~Approach~~ Corner Radii

~~A.~~ 1. Intersections and Access A~~a~~pproaches shall not have a~~n equivalent turning~~corner radius of less than ~~twenty~~ two (2)~~)(20)~~ feet.

2.

Accesses designed for use by ~~single or multi use~~ vehicles exceeding thirty (30) feet in overall length shall have a minimum effective ~~fifty (50) foot turning~~corner ~~radii~~radius of ~~twenty eight~~twenty-eight (28) feet.

3. The access approach corner radii shall not be less than that necessary to accommodate the turning radius of the largest vehicle for which the access approach is intended for use on a regular basis.

~~The access approach equivalent turning~~corner radii shall not be less than that necessary ~~to accommodate the turning radius of the largest vehicle for which the access approach is intended for use on a daily~~ regular ~~basis.~~

~~B.~~ 4. Road Intersection corner radii shall be determined on a case-by-case basis.

~~5.~~ **C. ~~6.3~~ Sight Distance**

~~A.~~ 1. The required stopping sight distance necessary, as measured from the traveling vehicle to the intersection or access approach, shall be determined according to Section 4.3.A.2~~1 (B)~~.

~~B.~~ 2. T~~Table 4-7 shall be used to establish t~~he minimum sight distance necessary for the entering vehicle will be ~~,~~ based on the following criteria:

a. Intersection Sight Distance: ~~**NEEDS EDITED**~~

Design speed (mph)	AASHTO design sight distance criteria (feet)
15	80
20	115
25	155
30	200
35	250
40	305
45	360

~~*Vehicle expected to enter or cross highway~~	~~Sight distance is given in feet per 10 mph of posted speed limit~~	
	~~2 Lane~~	~~4 Lane~~
~~Passenger Car~~	~~100~~	~~120~~
~~Single Unit Truck~~	~~130~~	~~150~~
~~Multi-Unit Trucks~~	~~170~~	~~200~~

~~1.~~ b. Sight distance shall be measured at a height of 3.5 feet between the entering driver and the oncoming vehicle.

~~2.~~c. The entering driver's eyes shall be considered to be fifteen (15) feet back from the edge of the traveled way.

~~3.~~d. The vehicle shall be the largest vehicle normally intended to use the access approach. Normally means in excess of an average of one per day.

~~4.~~e. After sight distance requirements are met and an access permit issued, a sign structure or parked vehicle shall not be permitted where it will obstruct the required sight distance.

4.7 Pavement Structure Design

A. ~~4.7.1~~ General Design Procedure and Requirements

The requirements for the design of pavement structure sections shall be based on the most applicable section of the current edition of the Colorado Department of Transportation Roadway Design Manual.

B. ~~4.7.2~~ Pavement Structure Design Report

A pavement structure design report shall be prepared by a professional engineer, as a requirement of road plan approval.

The pavement structure design report shall include at minimum the following information:

~~1.~~ 1. Soil logs along the proposed roadway alignment at a maximum of five hundred (500) intervals.

2. Each log shall have a soil profile of a least four (4) feet below proposed subgrade elevation.

3. Representative samples for pavement design from each log shall be within two (2) feet below proposed subgrade elevation.

4. Each representative sample shall be classified according to the AASHTO Unified ~~Soil Classification~~Soil Classification Table, along with an Atterberg Limits Test and sieve analysis.

5. The pavement design procedure is based on the Hveem Stabilimeter Test or the Expansion Pressure Test, which is used to compute a Resistance Value (R) of the subgrade. The California Bearing Ratio test may also be used to determine design parameters.

~~5.~~

6. Proposed average daily traffic volumes (ADT) for each road shall be based on 100% of full development build-out including an adjustment for construction traffic. Traffic analysis for the purpose of pavement design shall be part of submittal requirements as defined in Section 4.2.2.

7. Recommended structural sections, based on the design considerations, proposed typical sections, and sections of roadway which may require additional stabilization or treatment.

C. ~~4.7.3~~ Flexible Pavement Design Considerations

The following elements are to be used in the design procedure:

~~1.~~ 1. The design procedure is based on the number of 18,000 -pound single axle equivalent daily load applications (18k EDLA) per traveled lane.

The 18k EDLA shall be equivalent to 100% of fully developed ADT adjusted for construction traffic (110%). In no case will the 18k EDLA be less than 5 on private roads, lane and place roads, and local roads and 25 on collectors.

2. The serviceability index (SI) for private roads, collector roads, local roads, and lanes will be 2.0. ~~(See Figure 4-2).~~ The SI for arterial, will be 2.5. ~~The SI will be determined using the CDOT Pavement Design Manual.~~ ~~(See Figure 4-3)~~.

3. The regional factor shall be summarized as per Table 4-8. In no case will regional factor be less than 2.00.

4. Evaluation of subgrade soils and pavement structure materials shall follow the procedure in the Colorado Department of Transportation Roadway Design Manual and Table 4-9 of these Standards and Specifications. ~~Evaluation of subgrade soils shall be revised as per Section 4.7.2 (E). Does not exist~~

5. An economic evaluation of alternate structure sections is encouraged. In making adjustments to the various layers of the pavement structure, a more economical design may result. For example, by increasing the asphalt thickness, a decrease in gravel and earthwork may result. By stabilizing a poor subgrade with lime or cement, a thinner structure section may result. ~~Al~~

~~5.~~6. Also, the use of asphalt treated base or cement treated subbase or ridged concrete pavement may be a more economical use of materials. Life cycle cost analysis will help determine most economic materials to use.

D. ~~4.7.4~~ Minimum Structural Sections

The minimum compacted depths of Hot Bituminous Pavement (HBP) and Aggregate Base Course (ABC) Class 6 (3/4") per road type which will be allowed are as follows:

	HBP	ABC
Gravel Roads	0”	6”
Local Road	3”	6”
Collectors	Dictated by project design	
Arterial	Dictated by project design	

~~HBP ABC~~

~~Gravel Roads~~	~~0"~~	~~6"~~
~~Paved Local Roads~~	~~23"~~	~~6"~~
~~Collectors~~	~~dictated by project design~~	
~~Arterial~~	~~dictated by project design~~	

Evaluation of the pavement design as per Section 4.7.3 (e) may result in an increase in HBP or substituting ABC with Plant Mix Bituminous Base (PMBB) or Portland Cement Treated Base. In no case will substitute sections be any less than three inches in depth.

Minimum compacted depths of HBP and ABC shall only be used when all of the design consideration requirements and the pavement structure design report requirements have been fulfilled and show a section less than this minimum needed to support the design loads.

E. ~~4.7.5~~ Rigid Pavement Design

The design of Rigid Pavements or portland cement concrete overlay for roadway surfaces shall conform to the applicable section of the latest edition of the Colorado Department of Transportation Roadway Design Manual. Thickness shall be dictated by the project design, and in no case shall the pavement thickness be less than ~~six~~ 3 inches, overlays shall have a thickness of at least ~~3~~ 2 ~~1/2~~ inches.

4.8 Drainage

~~4.8~~

A. ~~4.8.1~~ Applications

This section presents minimum required standards for the design of road and access drainage systems. Design of ditches, storm sewers, drainage courses and drainage crossings shall be performed by an engineer. Proper and adequate accommodation of drainage shall be provided for the protection of the roadway improvements and safety of the public.

B. ~~4.8.2~~ Design Criteria

Design criteria for the collection of and movement of water through public roads are based on the size of the drainage basin.

~~1.~~ 1. Minor Drainage Basin. A minor drainage basin will consist of a surface area less than one hundred (100) acres. All water courses and structures in a minor drainage basin shall be designed for ten year storms.

2. Major Drainage Basin. Drainage basins with surface areas greater than one hundred (100) acres shall be classified major drainage basins, in which one hundred (100) year storms shall be used as design criteria.

C. ~~4.8.3~~ Hydrology

One of the following four computational techniques must be used in the planning and engineering of a drainage system. In addition, a written explanation must be given by the applicant why the particular technique was used.

~~A.~~ 1. Rational Method. The rational method is recommended for storm sewer, culvert design, and overland flow of minor drainage basin. It is simple, and when used with adequate input parameters it provides reasonable results for use in project design.

The basic equation is Q=CIA Where:

Q - Peak discharge in cubic feet ~~p~~per second (cfs)
C - Coefficient of runoff (dimensionless)
I - Average rainfall intensity for a duration equal to the time of concentration of the watershed (inches/hour)

A - Drainage area of the watershed (acres)

~~B.~~ 2. Soil Conservation Service (SCS) Unit Hydrograph Method and SCS Tabular Hydrograph Method. In most drainage basins, rainfall runoff data from which unit hydrographs can be derived is unavailable, thus a synthetic unit hydrograph must be developed. The USDA Soil Conservation Service has developed a method of hydrograph syntheses which is now being widely used. The Tabular Hydrograph

Method provides a tabular approach to estimating peak discharges from urban areas using the time of concentration and travel time. This method can readily predict the increase in peak flow when all or a portion of the watershed is to be developed.

~~C.~~ 3. Soil Conservation Service (SCS) Method. The SCS method was developed particularly for agricultural watersheds. This widely used method is applicable to the mountainous regions on areas from two hundred (200) acres up to ten square miles, and above 6,000 feet in elevation. The method is presented in Procedures for Determining Peak Flows in Colorado - 1980 Edition (U.S. Department of Agriculture, Soil Conservation Service, 1980), or the most recent update.

4. Regional Analysis - A statistical or regional approach appears to be most appropriate for those areas in Gunnison County where peak flows occur from seasonal snow melt. Also, where large watersheds are expected to undergo significant urbanization, computer simulation techniques should be utilized, such as the HEC I and HEC II Programs.

~~D.~~

D. ~~4.8.4~~ Drainage and Irrigation Structures within County Road ~~Right-of-Way~~Rights-of-way

~~A.~~ 1. Materials. Culverts shall be constructed from ~~reinforced concrete, corrugated aluminum, corrugated steel, or~~ acceptable polymers. ~~In certain situations~~ The Public Works Department may allow reinforced concrete, corrugated aluminum, corrugated galvanized steel, or other material ~~may be considered~~. The minimum pipe size installed perpendicular to the road shall be a fifteen ~~n~~ (15) inch diameter round pipe or shall have an equivalent 15 inch diameter round cross sectional area for other shapes.

~~B.~~ 2. Inlets and Outlets. Culverts may need to be designed either with headwalls and wingwalls, or flared-end sections at the inlet and outlet. Additional protection may also be required at the inlet and outlet due to the potential scouring velocities.

~~C.~~ 3. Velocity. A minimum velocity during a minor storm event of three feet (3) per second is required to assure a self- cleansing condition of the culvert. ~~A minimum culvert velocity of three feet per second is recommended in order to assure a self-cleaning condition.~~

~~D.~~

The maximum culvert velocity is dictated by the channel conditions at the outlet. If the outlet velocities area less than seven fps for grassed channels, then only a minimal amount of protection is required. Higher outlet velocities will require substantially more protection. The maximum outlet velocity shall be twelve (12) fps along with the proper erosion protection.

~~E.~~ 4. Structures. All culverts, as a minimum, shall be designed in accordance with the procedures of AASHTO Standard Specifications for Highway Bridges and with the pipe manufacturer's recommendations.

~~F.~~ 5. Irrigation Ditches. ~~All d~~Ditches may cross roads, but shall not parallel a road within the road right-of way. The County is only responsible for conveying the water through the ~~right-of-way~~rights-of-way in a manner that maintains the efficient use of the irrigation water. The type, alignment, and size of the pipe will be determined by the County in consultation with the water right owner. Metering, diverting, measuring, or otherwise managing the water shall occur outside the ~~right of way~~rights-of-way and is not the County's responsibility.

E. ~~4.8.5 Roadside~~ Barrow or Bar or Roadside Ditches

1. In areas ~~w~~here no curb and gutter is required, the maximum allowable capacity for the roadside ditch shall be no more than that calculated through the use of Manning's formula with an appropriate roughness coefficient. If the natural channel slope would cause erosion velocity, suitable channel protection, as approved by the ~~Director of~~ Public Works Department shall be installed. (See Table 4-10).

2. ~~The most desirable roadside drainage ditches are those lined with grass. The grass will~~

~~stabilize the body of the ditch, consolidate the soil mass of the bed, and check the erosion on the ditch surface and the movement of soil particles along the ditch bottom. The presence of grass in ditches can result in turbulence which means loss of energy and increased retardation of flows. Therefore, T~~the design must give full consideration to sediment disposition and to scour, as well as hydraulics.

3. For anticipated drainage velocities in excess of twelve (12) Feet Per Second erosion protection shall be provided for the channel. Erosion protection design must be approved by the County Public Works Department.

F. ~~4.8.6~~ Bridges and Low Water Crossings.

All private or public bridges over waterways ~~will~~ shall meet or exceed legal load limit requirements, have an Army Corp 404 permit, and obtain a ~~Flood Development~~ Permit from the Gunnison County ~~Planning~~ Community Development Department before construction may begin. All private or public bridges not over waterways will also meet or exceed legal load limit requirements and obtain all necessary permits before construction may begin.

~~A.~~ 1. Standards for Bridges. The design and supporting calculations for bridges ~~must~~ shall be prepared and certified by an engineer. The following minimum standards shall apply to all bridges:

~~1.~~ a. A minimum clear ~~roadway~~ width of no less than 16 feet or equal to the width of the approved approach road, sufficient to provide service for proposed use. In no case shall a bridge be designed in a way that excludes emergency personnel and their vehicles.

~~2.~~ b. Grade Criteria: Minimum of 0.5 percent / Maximum of 4.0 percent

f. ~~An~~ Highway Semitrailer ~~15 ton~~15-ton (HS-15) load rating. In all cases the bridge load limit and bridge ownership shall be conspicuously posted by the permit applicant. Posting shall be in accordance with the latest edition of the Manual of Uniform Traffic Control Devices and the signs shall be owned, posted, and maintained by the applicant or property owner in perpetuity. An alternative loading may be allowed by the County where it can be demonstrated that anticipated loads will not exceed ~~eight~~ an HS-10 rating~~tons~~. The design may need to be altered to restrict loads in excess of HS-10. ~~In all cases the bridge load limit and bridge ownership shall be conspicuously posted by the permit applicant. Posting shall be in accordance with the latest edition of the Manual of Uniform Traffic Control Devices and the signs shall be owned, posted, and maintained by the applicant or property owner.~~

~~3.~~g. Non-County Bridges in public rights-of-way and open to public travel may be required to provide inspections at the sole cost of the responsible party in accordance with CDOT standards.

~~4.~~ d. Hydraulic criteria:

i. A single clear span bridge.

ii. All bridges shall include a minimum one (1) foot clearance, between the lowest horizontal member and the base flood elevation.~~Low steel or other spanning material shall be a minimum of one foot above the one hundred (100) year water surface elevation for that stream.~~

iii. Where bridge abutments and foundations are located below the base flood elevation~~one hundred (100) year water surface elevation~~, concrete wingwalls shall be required at forty (40) degree to sixty (60) degree angles tied to the existing side slopes to prevent erosion behind the abutments.

iv. At no time shall the waterway section at the bridge ~~cause a significant rise (one foot) in the intermediate regional flood surface elevation or cause flow to~~ accelerate to velocities sufficient to scour and undermine the ~~bridge's abutments~~bridge's abutments and wingwalls.

~~5.~~h. Utilities attached to bridges shall not obstruct flows within the stream channel; or waterway users (i.e. boats, rafts); or sight distance to drivers using the structure. Attached utilities ~~should~~ shall not interfere or encumber the maintenance of the bridge.

~~6.~~i. All bridges on roads proposed for acceptance into the County Road System shall meet AASHTO Standards for the use being served. Acceptance will be made in accordance with the following policies:

~~a.~~ i. New Structures. All structures shall be designed by a professional engineer in accordance with AASHTO specifications for highway bridges. Designs for said structures shall be reviewed for approval by the Gunnison County Public Works Department. Upon approval of the plans, any person, partnership, association, or corporation desiring to have such a bridge constructed shall bear all costs associated with the construction and final inspection. All new bridges shall have a sufficiency rating greater than ~~eighty (80~~ninety (90) when evaluated by FHWA/~~CDOH~~ CDOT procedures.

~~b.~~ii. Existing Structures. All structures being reviewed for acceptance shall meet current AASHTO specifications and receive a sufficiency rating of greater than seventy (70) when evaluated by FHWA/~~CDOH~~ CDOT procedures. The petitioner shall present plans and specifications for review to the County Public Works Department. Upon approval of said plans and specifications, the subject bridge may be considered for acceptance subject to a final field inspection by the County. After it has been determined that the subject structure meets all requirements, the County Public Works Director shall submit the petition to the Board for consideration of acceptance into the County Road System.

~~7.~~j. All bridge abutments shall be located to avoid adversely affecting the natural hydraulics and inundation characteristics of wetland areas.

~~B.~~ 2. ~~Standards for~~ Low Water Crossings. To protect water quality, ~~W~~wet low water crossings ~~shall not be constructed in order to protect the waters of the state~~are prohibited. A dry low-water crossing (also known as an Irish bridge, causeway, low-level crossing or low-water bridge) is a low-elevation roadway traversing over a waterbody that stays dry above the water when the flow is low, but is designed to get submerged under high-flow conditions ~~such as floods~~. The design and supporting calculations for all low water crossings must be prepared and signed by an engineer. The following are minimum standards for private low water crossings.

~~1.~~ a. A minimum clear roadway width sufficient to provide service for proposed use.

~~2.~~b. Grade criteria: Minimum of 0.5 percent / Maximum of 10.0 percent

~~3.~~c. Side slopes shall not be steeper than 3:1 and shall be protected by a six-inch concrete facing or by eighteen (18) inch rip-rap.

~~4.~~d. The culverts used must be a minimum of fifteen (15) inches in diameter.

~~5.~~e. Minimum cover over the culverts will be as follows:

Round pipe – twelve (12) inches or as recommended by the manufacturer

Arch pipe – twelve (12) inches or as recommended by the manufacturer.

~~6.~~ Hydraulic criteria: Culverts shall have the capacity to carry the ten-year peak discharge from ~~m~~

f. that stream, with a HW/D ratio not to exceed 1.5.

g. At no time shall the waterway section at the crossing cause a significant rise (one foot) in the intermediate regional flood elevation or cause flows to accelerate to velocities greater than those expected during the intermediate regional flood.

4.9 Road Appurtenances

A. ~~4.9.1~~ Road Signs and Traffic Control Devices

All road signs, striping, delineators, barricades, signals, and other traffic control devices shall conform to the ~~Millennium~~ most recent Edition of the Manual on Uniform Traffic Control Devices (MUTCD) published by U.S. Department of Transportation, Federal Highway Administration, and any applicable Colorado supplement.

The permittee shall bear all expenses for the fabrication and installation of road name signs, permanent barricades, and/or signs for implementing the approved project design (i.e. one way, no parking, dead end, private drive.) Road name signs ~~shall be green in color. These signs~~ shall be lettered and erected in accordance with the latest edition of the Manual on Uniform Traffic Control Devices. ~~The selection of materials shall be consistent with the County Public Works Department's ability to maintain the signs after acceptance~~Non-typical signs shall not be the responsibility of the County to repair or replace ~~in kind~~ after acceptance of the road. Materials shall require the review and approval of the Gunnison County Public Works Department. All Signs and ~~barricades~~ traffic control devices shall be in place prior to road acceptance.

B. ~~4.9.2~~ Guardrail

Guardrail may be required by the Public Works Department based on to the following criteria:

~~A.~~ 1. To protect a fixed object.

~~B.~~ 2. At a location with a high accident rate (vehicles accidentally leaving the traveled roadway).

~~C.~~ 3. In areas of steep terrain or high embankments.

~~D.~~ 4. On an isolated sharp curve on a road otherwise built to higher standards.

~~E.~~ 5. On curves requiring a reduction in approach speeds where one of the following conditions exist:

a. The height of embankment is more than ten feet.
~~1.~~
b. The side slope is steeper than 4:1.
~~2.~~
c. Substandard pavement and shoulder widths.
~~3.~~

4. d. Other roadside hazards.

6. Bridge Approaches. Approach guardrail for bridges on roads classified as Major Arterial, Suburban Collector, Suburban Lane, Rural Arterial or Rural Collector shall conform to current Colorado Department of Transportation M-Standards for Guardrail. Approach guardrail for bridges on roads classified as Rural Local, Rural Lane, Local Intermittent or Primitive Recreation shall conform to these Standards and Specifications. (See Appendix I).Engineeredconform to Engineered plans.

4 .C . 4.9.3 Cattle Guards

Cattle guards shall may be installed where they are necessary for the control of livestock to improve the safety of the travelling public. New applications for cattleguards shall be made in writing. Unless the County agrees otherwise expressly and in writing, Tthe cost of construction, installation, and replacement shall be the applicant's sole responsibility including any fence attachments or posts. The clear opening of the cattle guard shall extend from the edge of the shoulder to edge of shoulder for the standard roadway section approved. Each cattle guard location shall also have a bypass gate installed to allow livestock passage. Cattle guard and gate location and design shall be approved by the Director of Public Works prior to installation.

Appendix H is a drawing of the standard 24 foot24-foot cattle guard built and used by the Gunnison County Public Works Department. Any proposed non-standard design or width must beapply for granted a waiver of these standards byfrom the Director.

4.10 Utilities

Any utility within a road right-of-wayright-of-way must shall be designed and located to primarily to maximize public safety and secondarily to minimize road impact and maintenance and snowplowing costs. All utilities requiring above-ground risers or boxes at intersections shall locate them at least twenty eight feet (280') from the centerline of all existingthe roads. All new underground facilities must be electronically locatable when installed, including laterals up to the structure or the building being served.

All plowed or trenched installations must include appropriate color-coded warning tape placed not less than 12 inches vertically above the top of the line. The warning tape shall be surface-detectable if needed to facilitate detection of the line.

When a utility company must make an emergency repair on a County road to restore service, they may do so. The company should notify the Director of Public Works within 48 ~~hours, and~~hours to coordinate the repair of the site as soon as possible.

~~4.~~ A. ~~10.1~~ Underground Utilities

1. ~~1.~~ Where the installation crosses a paved roadway, it shall be made by mechanical boring or jacking beneath the road surface. Open cutting shall be allowed to the edge of the shouldered portion of the road. ~~No water shall be used in boring and n~~No tunneling shall be permitted. In no circumstance shall an existing culvert be used for an installation of an ~~new underground~~ utility. The Director of Public Works may, in ~~her~~ their sole discretion, authorize pavement cuts with associated requirements based on the condition of the asphalt and known soil conditions in the area.

~~A.~~ 2. If micro-trenching installation is requested, it will be evaluated based on several factors, including but not limited to: roadway classification (e.g., arterial, collector, or local), traffic volumes, signalized intersections, condition and age of the existing pavement, existing utility infrastructure, and other site specific circumstances. Requests for micro-trench installations are required to include detailed drawings of the proposed route(s), location of micro-trench along route (including laterals), justification for the nonstandard trench installation, and if approved, an electronic as-built file.

~~B.~~ 2. Pavement cuts are permitted when: two unsuccessful attempts have been made to bore or jack the installation; conflicting utilities place constraints as to elevation or alignment on the proposed installation; connecting to an existing utility located beneath the paved portion of the roadway; and approved in advance by the Director of Public Works.

Cutting existing asphalt shall be accomplished so as to provide a neat even line perpendicular to the centerline of the roadway, ~~unless otherwise approved by the Director of Public Works in advance~~the cut and resulting repair will be done in accordance with the "T patching" best practice.

~~C.~~ 3. When an open cut is allowed, the permittee is responsible for restoring the disturbed portion of the roadway to its original condition. The disturbed area shall be repaired within forty-eight (48) hours from the time of excavation, or twenty-four (24) hours from completion of the project within the roadway. ~~When weather conditions prohibi~~Prior to ~~t complete~~ completing the repair the cut must be left in an acceptable condition for public use. ~~The final repair must be done as soon as weather permits.~~ Any repairs not completed within 48 hours must be ~~pre-~~approved by the Director of Public Works. (See Figure 4-14).

Backfilling within the roadway prism shall be made in six-inch lifts and mechanically

compacted and ~~densified~~ to 90% density around the utility, and 95% density for the remaining portion of the trench between the base course and the utility. Backfill outside the roadway prism shall be compacted to a density consistent with the adjoining area. Relative densities shall be determined by AASHTO T-99, with the material within one percent of optimum moisture. Backfill material shall be of clean, random (non-granular) material. Bedding material may be granular. Imported backfill meeting standards defined by the Department of Transportation, Division of Highways, State of Colorado, Standard Specifications for New Road and Bridge Construction, latest edition~~)~~ may be ~~used or~~ required when existing material is unsuitable.

Permittee may be required to perform compaction control testing. The compaction testing schedule is as follows:

~~1.~~ 1. One test at 1/2 trench depth from zero to five feet deep, and one test at finish grade.

2. Two tests, one at each third point for trenches five to ten feet deep, and one test at finish grade.

3. Three tests, one at each quarter point for trenches ten feet deep and over, and one test at finish grade.

Tests shall be performed at thirty (30) foot intervals for trenches one to one hundred twenty (120) feet in length, fifty (50) foot intervals for trenches one hundred twenty (120) to three hundred (300) feet, and one hundred (100) foot intervals for trenches over three hundred (300) feet in length. Permittee shall bear all expense for testing fees and repair costs. The County reserves the right to conduct in-place density tests to confirm the permittee's density test results, and require retesting of areas where conflicting test results are obtained.

~~Compaction control testing and documentation of results may be waived by the Director of Public Works upon submittal of A~~an acceptable surety guaranteeing repair or replacement of failures within a ~~one year~~one-year period after completion of the last repair shall be required for road cuts.

Structural backfill (flow-fill) meeting an approved design containing portland cement water, coarse aggregate and fine aggregate and, resulting in a maximum of 60 psi in 28-days may be used ~~at the approval of the Director of Public Works~~in lieu of compaction testing. ~~Compaction of this type of structural backfill will not be required if material meeting the approved design is used~~

~~.~~

Hot Bituminous Pavement Mix Grading C, CX, G, OR F as defined by the Department of Highways, Division of Transportation, State of Colorado, Standard Specifications for New Road and Bridge Construction, latest edition, shall be used for patching material, except when unavailable, during which time a temporary cold mix patch shall be allowed. Temporary patches shall be replaced with hot mix patches within five working days after material becomes available. ~~All disturbed areas to be patched shall be prime-coated with MC-70, or the equivalent, applied at a rate of 0.15 to 0.30 gallon per square yard~~. The layer of patching shall be at least as thick as the original road surface, and in no case less than two inches. Asphalt cuts shall be ~~twenty four~~twenty-four (24) inches wider (twelve inches per side) than the width of the excavation.

Permittee shall be responsible for patch failure and subsequent surface settlement for a period of twelve months after completion of ~~patching~~the last repair.

Repairs to failed patches may be made by the county and billed directly to the permittee.

~~D.~~ 4. No underground utility may be installed within a road ~~right-of-way~~rights-of-way if such installation would interfere in any fashion whatsoever with any existing utility installation or water course, including a corral, ditch or culvert, except with the prior written authorization of the owner of the existing utility installation or water course. Damage to any existing utility or in-ground infrastructure shall be the responsibility of the permittee, given that the existing utility complied with Colorado subsurface utility regulations.

~~E.~~ 5. The traveling public ~~must~~ shall be protected during the repair or installation of utilities with proper warning signs or signals. Warning signs and signals shall be installed and maintained by and at the expense of the permittee, in accordance with latest edition of The Manual on Uniform Traffic Control Devices. The County Public Works Department may require a construction signing plan prior to the granting of this permit. If proper signs are not in place during the work or a critical safety deficiency is observed, the Director of Public Works or authorized representative shall immediately stop all work until proper ~~signs are in place~~corrective actions are taken.

~~F.~~ 6. Utility placement by plowing may be allowed in certain locations. Plowing shall not occur across paved roads. Where plowing operations occur across the roadway prism and result in an open cut, backfilling shall be done in accordance with Section 4.10.1.C. Longitudinal plowing on a gravel road within the travelway shall require aggregate replacement.

~~G.~~ 7. When a road closure due to utility installation becomes necessary, the permittee shall notify the Gunnison County Sheriff's Office and/or State Patrol, transit authority, ambulance, fire department, and school district stating duration of all road closures. All road closures must be approved by the Director of Public Works in writing in advance of road closure.

~~H.~~ 8. No cleated or tracked equipment shall work on or move over asphalt surfaces without

mats.

~~I.~~ 9. Any materials excavated as the result of utility installation shall be removed from road surface each day unless the material pile is signed per the MUTCD and ~~is~~ may serve~~ing~~ as a barrier to an open excavation. The Director of Public Works may require that road surfaces be washed. (C.R.S. Section 42-4-1207)

~~J.~~ 10. Requests for ~~utility~~ permits should allow **48 HOURS** for a field review by the County Public Works Department prior to the issuance of any permit.

~~K.~~ 11. Construction of underground installations will generally require the services of an inspector approved by the County Public Works Department. All extraordinary costs related to such inspection will be borne by the permittee.

~~L.~~ 12. ~~A copy of the fee schedule for Underground Utility Permits is available from the County Public Works Department.~~ Failure to obtain a permit when working within the County road ~~right-of-way~~rights-of-way will result in a fee five (5) times the regularly scheduled fee.

~~M.~~ 13. Road cuts for utility installation or repair made parallel to the centerline of the road, and which cause damage to, or require the removal of asphalt in any traffic lane, require the replacement of asphalt to the full lane width throughout the disturbed section ~~unless a waiver is obtained from the Director of Public Works~~.

~~N.~~ 14. When utilities are to be located behind the curb, the trench or excavation shall be located at a distance away from the back of curb or edge or asphalt equal to the depth of the trench or excavation.

~~O.~~ 15. No placement of underground utilities will be allowed when there is more than four inches (4") of frost present.

16.

~~P.~~ Utility Locate Markers. All flagging feathers used for utility locates shall be removed by the applicant before release of financial security.

~~Q.~~ 17. As-Built Plans. All applicants for surface alteration or road cut permits will be required to submit a complete set of ~~as built~~as-built plans before the final release of financial security.

~~R.~~ 18. Reclamation of Disturbed Areas. The permittee shall be responsible for the complete reclamation of areas disturbed within the ~~right-of-way~~rights-of-way to prevent the introduction and/or spread of noxious weeds and soil erosion. Soil disturbance of 500 square feet or greater ~~must~~ shall be revegetated. Revegetation requirements for soil disturbance less than 500 square feet will be at the discretion of Gunnison County. ~~(See Appendix G).~~

~~S.~~ 19. Noxious Weed Control. The permittee shall be responsible for noxious weed control in disturbed areas utilizing Integrated Weed Management (IWM) practices. Colorado Revised Statutes 35-5.5-101, *et seq*: the *Colorado Noxious Weed Act*, Gunnison Basin Integrated Weed Management Plan; Board Resolution 95-74, as amended, and Gunnison County Land Use Resolution ~~State Law, C.R.S. 35-5.5 et seq., and the Gunnison Basin Integrated Weed Management Plan; Board Resolution 95-74,~~ require that ~~certain~~ noxious weeds be controlled. Noxious weed infestations ~~to be controlled~~ should be properly identified to determine proper control measures. Noxious weeds can be controlled by utilizing one or more of the following IWM practices: 1) biological control, 2) cultural control, 3) herbicide control, or 4) physical control. Contact ~~the~~ Gunnison County ~~Weed Specialist~~ for the current list of noxious weeds mandated by law to be controlled and for assistance in weed identification and control methods.

4.11 Procedures for ~~Improvements~~ Encroachments ~~in~~ to ~~Right-of-Way~~Rights-of-way

~~A.~~ A. Purpose and Procedure.

The purpose of this section is to establish public works, engineering, inspection, permitting and other requirements that must be met before a structure, repair or other improvement (including but not limited to or temporary construction parking) can be placed by a public or private property owner within the ~~right-of-way~~rights-of-way of a County road, or public road under County jurisdiction, or private road under County jurisdiction ~~while a Development Improvement Agreement for such road is in effect~~.

1. No person or persons shall begin work on a proposed structure, repair or improvement, or make substantial renovation to an existing structure, repair or improvement, within ~~a~~ County ~~Right-of-Way~~Rights-of-way, a County road, or public road under County jurisdiction, or private road under County jurisdiction ~~while a Development Improvement Agreement for such road is in effect,~~ except as specifically permitted herein, without first obtaining a ~~Revocable Right of Way~~Right-of-way Encroachment Permit to erect or maintain a structure, repair or improvement on ~~a right-of-way~~rights-

of-way from the County. A separate permit will be required for each structure, repair or improvement proposed, unless a group or series of structures are proposed at one time.

2. ~~Note:~~ **Installation, maintenance, or improvements of a utility in, on or below a County Road or public road under the jurisdiction of Gunnison County shall require:**

   a. **A ~~revocable~~ permit for improvement in the ~~right-of-way~~rights-of-way**

   ~~1.~~

   ~~2.~~b. **A ~~road cut or surface alteration~~Right-of-way permit.**

3. A permit will not be required, and the structure, repair or improvement considered exempt, for the following:

   ~~1.~~ a. Minor or insubstantial maintenance to an existing specific structure. Such work includes, but may not be limited to, cleaning, painting or other minor resurfacing to an existing structure or structures; repairing or mending an existing structure or structures.

   ~~2.~~ b. Any work within the ~~right-of-way~~rights-of-way to repair or maintain existing irrigation ditches or impoundments.

   ~~3.~~ c. The~~-~~ Director of Public Works ~~only person who can determine~~can determine ~~that~~ if a proposed structure, or improvement or maintenance is exempt, ~~shall be the Director of Public Works~~.

4. Whenever Gunnison County determines that an existing structure or structures, improvement or improvements, approved or not approved, becomes a hazard to public safety or interferes with the County's maintenance or structure plans for the ~~right-of-way~~rights-of-way on which it is placed, the owner of the property which the structure benefits, upon receipt of written notice from the Director of Public Works or ~~his~~ their representative shall, within the period specified therein, repair, move, or eliminate said structure(s) or improvement (s), so as to eliminate the hazard or impedance and be in conformance with the requirements contained herein.

Requirements contained herein may be enforced as set forth in Section 2.3.2**.**

5. To receive a permit to erect or maintain a structure or improvement in a public ~~right-of-way~~rights-of-way, each applicant is required to submit a ~~Revocable Right-of-Way~~Right-of-way Encroachment permit application form and any associated plans or specifications required by the County. The applicant is advised to meet with the County Public Works staff ~~members~~ prior to application submission to ~~insure~~ensure that all necessary information is provided.

   a. Two (2) sets of plans and specifications shall be submitted for review by the Director of Public Works or her representative. If required by the County, these plans and specifications shall be prepared and signed by a Colorado Registered Professional Engineer. In all cases when they are requested, the plans and specifications shall show the following:

      ~~1.~~ i. Structure(s) plan and profile;

      ii. If the structures(s), repair(s), or improvement(s) impact existing roadside drainage, a plan showing how such impacts shall be mitigated by the applicant;

      ~~2.~~

      iii. Map or letters from utility companies detailing utility placement in the area of the proposed structure(s);

      ~~3.~~

      ~~4.~~ iv. Any relevant current land use approvals;

      v. Map showing property ownership and easements**.** Director of Public Works may require a survey.

      ~~5.~~

      vi. Proposed structure(s), repair(s), or improvement(s) design and site plan, showing reclamation/revegetation plan if hillsides are to be disturbed of if fill or cut is to take place as part of the plan;

      ~~6.~~

      ~~7.~~ vii. Signage plans, if any; ~~and~~

      viii. Maintenance requirements and plan; and~~.~~

      ~~8.~~ ix. Any other requirements as determined by the Director in ~~his or her~~thier discretion.

   b. Supplemental reports and data (i.e., geology, soils, water, drainage, wildlife, etc.) may be required. Supplemental reports are to be prepared by qualified professionals as required by the Director of Public Works or her representative.

   c. Gunnison County shall have the reasonable right to have all plans, specifications and supplemental reports reviewed by qualified professionals identified by Gunnison County at the cost of the applicant.

d. ~~As a condition of approval~~If required, the applicant shall execute and fully fund a security agreement in the form and amount determined by the Director of Public Works ~~and~~ in consultation with the County Attorney.

6. Neither the issuance of a permit nor compliance with the provisions hereof or with any conditions imposed in the permit issued hereunder shall relieve the applicant from the full responsibility for any damage whatsoever caused to persons or property, nor impose any liability upon any official, appointee, or employee of Gunnison County for damage to person or property. Nothing herein is or shall be construed to be a waiver by Gunnison County of governmental immunity.

7. The application shall be denied if the Director of Public Works determines that it is not in the public interest or that it will adversely affect public health, safety, or welfare.

8. Whenever a permit is required by this section and the permit is denied by the Director of Public Works, or his/her designee, the applicant for the permit may, within fifteen (15) days from the date of such denial, request in writing to the Director of Public Works, an appeal of the denial to the Board. The Director of Public Works shall, within fifteen (15) days of receiving the request, submit to the Board the written request for the appeal, and any administrative record consisting of documents considered by the Director of Public Works in her denial, including the application for the permit and all relevant documents. The Board will then decide, based upon a review of the record, whether to accept or reject the decision of the officer, within thirty (30) working days of receiving the permit application and all relevant documents. The Board may, in its discretion, request additional or other information from the applicant, the county officer who issued the denial, or other county staff. The decision rendered by the Board is the final decision of the County. For Gunnison County "~~Revocable Right-of-Way~~Right-of-way Encroachment Permit" application information please refer to Section 7.7.

9. For fee information see Exhibit A.

SECTION 5

~~ARTICLE V~~ CONSTRUCTION SPECIFICATIONS

5.1 General Policies

~~5~~ A. ~~.1.1~~ Gunnison County Construction Specifications

During the execution of road and bridge construction and related work, all materials, performance, and quality of work shall conform to the requirements of these Standards and Specifications, the applicable sections for the most current edition of the Department of Transportation, State of Colorado Standard Specifications for ~~New~~ Road and Bridge Construction, Colorado Standards Plans, Division of Highways M & S Standards, American Association of State Highway and Transportation Officials, and the Standard Specification for Highway Bridges.

If these Standards and Specifications or the Department of Transportation Standard Specifications do not cover a specific situation during the course of work, applicable specifications must be approved by and permission obtained from the County. In the event that there is conflict between the various reference specifications, they shall govern in the following order:

~~1.~~ 1. Gunnison County Standards and Specifications for ~~New~~ Road and Bridge Construction

2. Most recent, adopted, and applicable State of Colorado Department of Transportation, ~~State of Colorado~~, Standard Specifications for ~~New~~ Road and Bridge Construction; and ~~Standard Plans;~~ M & S Standards and specifications

3. Most recent, adopted, and applicable AASHTO Standard Specifications ~~for Highway Bridges~~

The County shall be the final authority on the meaning or interpretation of all specifications.

B. ~~5.1.2~~ The Project Engineer

Each road developer shall designate to the County Public Works Department a person who shall be responsible for general compliance with these Standards and Specifications, approved permits, and development improvement agreements, and the following:

~~A.~~ 1. To provide to the County any engineering details, documentation, or any other information regarding the prosecution of the work;

~~B.~~2. To apply to the County for written approval by the County any proposed alternations to the approved plans and specifications prior to construction;

~~C.~~3. To provide reproducible "as-built" plans, and specifications to the County Public Works Department upon completion of all work to be performed on the project as a condition of final approval of the work;

~~D.~~4. To furnish and set construction stakes and marks establishing all lines, grades, and measurements necessary to the proper prosecution of the work in its final location as shown on the approved plans and specifications;

~~E.~~5. To make sure all survey monuments disturbed or removed are replaced in kind at their original locations; and

~~F.~~6. To provide all materials testing necessary to establish parameters required to inspect work for compliance with approved plans and specifications.

~~G.~~7. To stop dirt work when frost levels reach four inches (4").

C. ~~5.1.3~~ Inspection and Testing

1. All work done on County roads and those roads required to be in compliance with approved land use change permits may be inspected by the County Public Works Department to ensure compliance with these Standards and Specifications, and the applicable provisions of the land use change conditions, approved plans, or subdivision agreement.

2.

The County shall suspend the work wholly, or in part, due to the failure of the contractor to carry out provisions of these Standards and Specifications, approved permits and development improvement agreements.

3. To ensure compliance with these Standards and Specifications and approved plans, adequate in-process inspection and testing is required. The Project Engineer shall be responsible for certifying all work is completed in accordance with the approved plans and specifications.

4. The County shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Project Engineer and contractor as required to make a complete and detailed inspection. The County may require that any work done or materials used without inspection must be ordered, removed, or replaced. The County may, at any time before acceptance of the work, direct the Contractor to remove or uncover any such portion of the finished work. After examination, and approval of the work by the County, the Contractor shall restore the disturbed portions of the work to the standard required by the specifications. Inspection by the County shall not relieve the developer and/or contractor, or their designated representatives of the responsibility to control the work and insure compliance with the approved plans and specifications. The County shall not be responsible for insuring project compliance with the approved plans and specifications.

5. When the Construction Specifications of other jurisdictions are involved in the work, written approval shall be provided by the other jurisdictions and made available to the County prior to final acceptance of the work. Regular in-progress materials testing shall be provided to the County in a timely manner during the course of the work, and should be a requirement of final acceptance.

6. All materials testing shall be performed by an independent laboratory, under the supervision of a professional engineer. All testing shall be at the expense of the developer, the Project Engineer, or the contractor.

7. Prior to acceptance by the County, all work not in compliance with these Standards and Specifications, approved permits, and/or development improvement agreements shall be brought into compliance at the Contractor's or owner's sole expense.

8. For the minimum requirements for compaction of embankments, sub-grades, and utility trenches, see Table 5-1. For required quality tests, see Table 5-2.

9. ~~Roads constructed to a Local Intermittent standard~~Embankment shall be exempt from controlled compaction testing and the following shall apply:~~.~~ Embankment shall be by layer placement. Surfaces steeper than a ratio of 3 horizontal to 1 vertical (3:1) upon which embankment is to be placed, shall be roughened or stepped to provide permanent bonding of new and old materials.

10. Embankment shall be layer placed, except over rock surfaces, in which case material may be placed by end dumping to the minimum depth needed for operation of spreading equipment. Each embankment layer shall be leveled and smoothed before placement of subsequent layers. Hauling and spreading equipment shall be operated uniformly over the full width of each layer.

Suitable material shall be placed in layers no more than 12 inches thick, except when the material contains rock more than 9 inches in diameter, in which case layers may be of sufficient thickness to accommodate the material involved. No layer shall exceed 24 inches before compaction.

11. Placing individual rocks or boulders greater than 24 inches will be permitted provided the embankment will accommodate them. Such rocks and boulders shall be at least 6 inches below sub-grade. They shall be carefully distributed and the voids filled with finer material to form a dense and compacted mass.

12. At a minimum, Material shall be a moisture content suitable to obtain a mass that will not ~~visible~~visibly deflect under the load of hauling and spreading equipment.

D. ~~5.1.4~~ The Use of Approved Plans and Specifications

1. Any work performed without approved plans and specifications shall be considered unauthorized and may be ordered removed and the pre-existing conditions restored.

2. Standard drawings for proposed road and bridges submitted to Gunnison County for approval shall be drawn on standard plan and profile sheet 24~~3~~" x 36" or submitted in an acceptable digital format~~.~~.
   a.

Plan drawings shall be on a scale of not less than one inch (1") equals one hundred feet (100'). Bearings and distances shall be shown in plan view.

b. Profile drawing shall be on a scale of not less than one inch (1") equals ten feet (10') vertically and one inch (1") equals one hundred feet (100') horizontally. Length of vertical curves and percent of grade shall be shown on profile. Size, length and station location of pipe shall be shown on profile.

3. A typical roadway cross section of a scale not less than one inch (1") equals ten feet (10') shall be furnished with all road plans. Cross section shall show road width, surfacing type, width and depth, cut and fill slopes and other special treatments such as top soiling or rip rap. A cross section shall be drawn for each culvert installation showing size and length of pipe, height of cover over pipe and grade of pipe.

4. All standard drawings shall be drawn on reproducible quality paper or in digital format with adequate resolution. ~~.~~

5. The approved plans, specifications, supplementary specifications, standards, supplementary standards and any special provisions required or approved by the County shall be considered consistent, to describe and provide for the complete work.

6. The contractor shall not take advantage of any error or omission in the approved plans, standards, and specifications. In the event and apparent error or omission is discovered, the Project Engineer and the County shall be notified. The developer and/or contractor, acting through the Project Engineer, shall make any corrections required, subject to approval by the County.

E. ~~5.1.5~~ Acceptance of Work

~~A.~~ 1. Partial Acceptance. Immediately after a section of the work is completed such as a section of the subgrade, structures, trench backfill, etc., acceptance of that element is required prior to proceeding with the next element. An example would be acceptance of subgrade prior to the placement of subbase. If, after partial acceptance of an element of work, conditions change and the next element is not constructed for a period of time, the County may require a re-inspection and acceptance as per Section 5.1.3.

~~B.~~ 2. Final Acceptance. Immediately upon completion of the project the road developer shall notify the County Public Works Department and schedule a final inspection.

3. If the County Public Works Department determines that construction is in compliance with these Standards and Specifications, approved permits and/or development improvement agreements it ~~shall~~ may initiate the procedure for acceptance by the Board for maintenance or release of the performance guarantee securing the completion of the work within 364 days.

4. If the County Public Works Department determines that construction is not in compliance with these Standards and Specifications, the County ~~will shalll~~shall provide written notification of the deficient items to the road developer and to the Gunnison County ~~Planning~~ Community Development Department. In the event the work is not done, the developer or owner is responsible for maintenance of the work until such time as all such items are completed or corrected and a satisfactory re-inspection is made, and the work approved in writing by the Director of Public Works.

F. ~~5.1.6~~ Cooperation with Utilities

1. The developer ~~, acting through the Project Engineer,~~ shall be responsible for coordinating the location, relocation, installation or removal of all utilities involved with the construction of the project.

2. The construction plans for the proposed project shall be submitted to the affected utilities as soon as possible. Adequate notice shall be given to utilities for utility locations required for the work to avoid damage to existing utilities and conflicts in the work.

G. Guidelines for Traffic Studies

Traffic Studies shall be required as determined by the Director. Traffic studies shall follow the guidelines in the LUR SECTION 12-103: ROAD SYSTEM or as determined by the Director in their discretion

ARTICLE VI

TRAFFIC STUDIES

61 Guidelines for Traffic Studies

Traffic Studies shall be required as determined by the Director. Traffic studies shall follow the guidelines in the LUR SECTION 12-103: ROAD SYSTEM or as determined by the Director in his or her discretion. Traffic consultants are invited to discuss projects with the Public Works Department and/or Planning Department prior to initiation of the study. This should provide a firm base of cooperation and communication between the County, the Owner/Developer and the consultant in creating traffic characteristics that are in the best interest of the total community.

All traffic studies shall contain, as a minimum, the following information:

A. A summary table listing each type of land use by development within each development, and on surrounding public lands; the number of units involved, generation rates used, and the resultant trip generation. Trip generation should be calculated from the latest data utilized by the Colorado Department of Transportation and approved by the Gunnison County Planning Department.

B. Site location map(s) showing location of each land use and a network map that shows all existing and proposed road facilities.

C. Proposed improvements (including roadway widenings, channelization, signalized intersections) should be identified, and preliminary design schematics submitted.

D. Traffic graphics should show:

1. Peak hours site traffic (in and out and on adjacent facilities).

2. Peak hour total traffic (current traffic plus site traffic in and out and on adjacent facilities).

3. Peak hour total traffic (twenty (20) year projection) in and out and on adjacent facilities.

4. Total daily traffic (with site traffic shown in parenthesis) both existing and twenty (20) year projected.

~~5. Turning movements before and after project at major intersections. In the absence of any meaningful peak hour data, peak hour trips shall be assumed to be twenty (20) percent of total daily trips.~~

SECTION 6~~ARTICLE VII~~

PERMITS

~~7.1~~ 6.1 Issuance of Permits

Permit fees and bonds for any permit named in these Standards and Specifications shall be set by the Board. ~~No fees or bonds may be imposed on special districts; however such districts shall be required to obtain all necessary permits.~~

~~7.2 Underground Utility Construction Permit (Road Cuts)~~

~~No individual, company, corporation, or public agency shall modify, install, repair, or otherwise change any utility located in, on, or over and within thirty (30) feet of the centerline of any County Road, or public road under County jurisdiction, or private road under County jurisdiction while a Development Improvement Agreement for such road is in effect without first obtaining an Underground Utility Construction Permit from the Director of Public Works Department. Financial security will may be required to insure conformance with these Standards and Specifications.~~

~~Underground Utility Construction permits Permits shall be obtained and approved at least forty-eight (48) hoursthreefive (35) business days prior to commencement of thethe scheduled time of road cutwork unless the work is officially deemed an emergency by the utility owner. In such a case the utility owner must notify the Public Works Department as soon as is reasonable to obtain a permit. The applicant must notify the Public Works Department at least twenty-four (24) hoursone (1) business day in advance of scheduled commencing work. The applicant shall submit a written schedule of the work, including materials and length of disturbance, the total time area will be disturbed, and a MUTCD compliant signing and traffic management plan. This Permit shall not be transferable.~~

~~Gunnison County may hold the financial security for one year from the completion and inspection of the work by Gunnison County staff. It may be refunded earlier, if in the sole discretion of the Director of Public Works., it is determined that the cut is stable and no further work will be needed.~~

~~7.3~~ 6.2 ~~Surface AlterationRIght-of-WayRight-of-way~~ Permit (Work Within ~~Right-of-Way~~Rights-of-way)

A. No individual, company or corporation, or public agency shall construct or alter any road, drainage, or other ~~improvements~~ infrastructure within a County road ~~right-of-way~~rights-of-way, County road, or public road under County jurisdiction, or private road under County jurisdiction ~~while a Development Improvement Agreement for such road is in effect~~ without a Surface Alteration Permit from the Director of Public Works. Road construction shall be in

accordance with engineering plans prepared by a professional engineer, in conformance with these Standards and Specifications, with said plans to be approved by Gunnison County.

B. No individual, company, corporation, or public agency shall modify, install, repair, or otherwise change any utility located in, on, or over and within thirty (30) feet of the centerline of any County Road, or public road under County jurisdiction, or private road under County jurisdiction without first obtaining a Permit from the Public Works Department. Financial security may be required to insure conformance with these Standards and Specifications. Gunnison County may hold the financial security for one (1) year from the completion and inspection of the work by Gunnison County staff. It may be refunded earlier, in the sole discretion of the Director of Public Works.

C. Permits shall ~~submitted~~be submitted for approval at least five (5) business days prior to commencement of the scheduled time of road cutwork unless the work is officially deemed an emergency by the utility owner. An approved permit must be issued forty-eight (48) hours or more in advance of commencing the work. The applicant shall submit a written schedule of the work, including materials and length of disturbance, the total time area will be disturbed, and a Manual for Uniform Traffic Control Devices compliant signing and traffic management plan. In the case of an emergency repair, the utility owner must notify the Public Works Department as soon as is reasonable to obtain a permit. The applicant must notify the Public Works Department at least twenty-four (24) hours (1 business day) of performing and emergency repair.

Such Permit is not transferable to any successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder.

~~This Permit shall not be transferable.~~~~Surface Alteration Permits shall be obtained at least~~ shall ~~be obtained and approved at least threefive (35) business days prior to the scheduled time of work~~forty-eight (**48**) ~~hours prior to commencement of the road cut. The applicant must notify the Public Works Department at least one (1) business day in advance of commencing work. The applicant must notify the Public Works Department at least twenty-four (24) hours in advance of scheduled work. A list of required field tests and inspections will be attached to the permit. The applicant shall submit a written schedule of the work, including quantities of materials and length in feet of surface disturbance, and total time area will be disturbed, and a MUTCD compliant signing and traffic management plan.~~

~~Approved permits shall not be changed without the written consent of Gunnison County. Gunnison County may hold the financial security for one year from the completion and inspection of the work by Gunnison County staffafter completion of the work. It may be refunded earlier, if in the sole discretion of the Director of Public Works, it is determined that the cut is stable and no further work will be needed. This Permit shall not be transferable.~~

~~7.4~~ 6.3 Access Permits

No person shall construct, substantially improve, change, and/or extend any access providing vehicular and/-or off highway vehicle (OHV) and/or mechanized access to or from any public highway or ~~right-of-way~~ rights-of-way, or County road or public road, or private road from or to property ~~adjoining~~ requiring or utilizing access to such road without a County Access Permit

issued by the ~~Director of~~ Public Works Department. Internal circulation roads, trails or accesses are subject to the access permit process. No access permit shall be issued without there having been a site inspection by the Director of Public Works or ~~her~~ their representative. The Director, or ~~her~~ their representative~~,~~ may~~,~~ specify certain conditions and/or requirements~~,~~ in addition to those set forth in these Standards and Specifications~~,~~ for issuance of an access permit. Work associated with Access Permits shall be complete within ~~one~~two years of issuance or shall be considered withdrawn and not refunded unless an extension is granted per the permit language.~~.~~. Access permits are assigned to the specific parcel being accessed. Easements shall be provided for every parcel the access crosses regardless of ownership. Access Permits shall not expire once a final inspection is approved and the permit is completed. This Permit shall be transferable through transfer of deed.

~~7.5~~ 6.4 Oversize/Overweight Permits

The Director of Public Works may, upon application in writing and good cause being shown, issue an Oversize/Overweight Permit to operate or move a vehicle or combination of vehicles of a size or weight of vehicle or load exceeding the maximum legal load permitted by the State of Colorado. The County Public Works Department may limit the number of trips and/or the hours of operation, or otherwise prescribe conditions of operation of such vehicles to ensure against undue damage to road foundations, surfaces, or structures, and to ensure the safety of the

motoring public. Further, the County Public Works Department may require such fee, undertaking, bonding, or other security as may be deemed necessary to compensate for any damage to any roadway or structure. In the case of a declared emergency permitting may be expanded to cover all traffic on a County road even if the vehicle is typically exempted from permit regulations. Such Permit is not transferable to any successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder.

~~This Permit shall not be transferable.~~

~~7.6~~ 6.5 Snow Removal or Grooming Permit

The Director of Public Works may, after an application has been submitted, an evaluation has been prepared, and the ~~plowing~~ permit has been approved by the Board of County Commissioners, issue a Snow Removal and/or Grooming Permit. ~~The Permit will be valid for only one plowing season.~~ Renewals may be issued for up to three (3) consecutive winter seasons at the Director's discretion and until either party has cause to terminate or not renew the permit. The Snow Removal or Grooming Permit may contain such conditions as necessary to preserve the integrity of the road, comply with the LUR and/or a land use change, ~~and~~ provide for the safety of the road users, protect the County from ~~liabiliuty~~liability, or other ~~providions~~conditions as determined by the Board in its sole discretion. ~~Further t~~The County Public Works Department may require financial security as may be deemed necessary to repair any damage to the roadway or structures. ~~This~~Such Permit ~~shall~~ is not ~~be~~ transferable to any successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder.

~~7.7~~ 6.6 ~~Revocable~~ Right-of-Way Encroachment Permit

The Director of Public Works may, after an application has been submitted and evaluated, issue a ~~Revocable Right- of-Way~~ permit for the construction, installation and/or maintenance of any artificially constructed ~~placement of a~~ semi-permanent or permanent structure, repair, or improvement in the road ~~right-of-way~~right-of-way of a County road, public road under the jurisdiction of Gunnison County, or private road under the jurisdiction of Gunnison County ~~while a Development Improvement Agreement for such road is in effect~~. The ~~Revocable Right-of-Way~~Right-of-way ~~Encroachment Permit~~Encroachment Permit may contain such conditions as necessary to preserve the integrity of the road and the ~~right-of-way~~rights-of-way, and provide for the safety of the road users. The ~~right-of-way~~rights-of-way encroachment permit is fully and freely revocable at any time by the County for any reason, or no~~t~~ reason at all, and shall not be construed to grant any right or privilege to any permit holder other than the revocable and limited rights afforded by the permit. Further, the County Public Works Department ~~and/or County Attorney~~ may require financial security as may be deemed necessary to repair any damage to the road, structure, or ~~right-of-way~~rights-of-way. Such Permit is ~~not~~ transferable to a~~ny~~ successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder through legal instrument.~~This Permit shall be transferable through transfer of deed.~~

6.7 ~~7.9~~ Parking Permits

The ~~Board~~Director of Public Works ~~of County Commissioners County~~ may issue parking permits at its discretion on land that ~~it~~the County ~~wholly~~ controls, owns, or has agreement to administer. These permits apply only to the ~~specific~~designated location ~~of~~offset forth on the permit, will ~~carry~~set forth specific criteria or conditions with which the permit holder must comply, and may also ~~or may not comply with the rest of the standards herein~~require compliance with other provisions of these Standards. ~~One permit does not set precedent for other permits~~Issuance of such permit shall not be deemed to create any right or privilege in any permit holder other than the limited and temporary rights afforded by the terms of the permit and these Standards, and are fully and freely revocable by the Director of Public Works for any reason, or no reason at all. Vertical, on-site signage describing the parking restrictions ~~shall constitute variance and~~may provide notice of parking policies for that area, but such signage is not required for the County to enforce such policies, these Standards, or any other law or rule. There shall be no overnight parking in the ~~P~~public ~~R~~rights of ~~W~~way without a ~~BOCC~~parking permit. ~~This Permit shall not be transferable.~~ Parking Permits are not transferable to any successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder.

6.8 ~~7.10~~ Reclamation Permits for the Control of ~~the n~~Noxious Weeds

Except as otherwise exempted, construction or development as defined ~~and~~/or regulated by the County by any individual, company or corporation, or public agency which results in any site disturbance of 10,000 or more ~~sq. ft.~~square feet of disturbance, shall be required to obtain a Reclamation Permit for Revegetation and Noxious Weed Control from the Gunnison County Public Works Department Weed Management Program Coordinator. ~~—~~The permittee shall be responsible for the complete reclamation of all disturbed areas to prevent the introduction and/or spread of noxious weeds and soil erosion in accordance with Colorado Revised Statutes 35-5.5-101, *et seq*: the *Colorado Noxious Weed Act*, Gunnison Basin Integrated Weed Management Plan; Board Resolution 95-74, and Gunnison County Land Use Resolution. Termination of Reclamation Permit coverage occurs when vegetation required pursuant to *Section 13-115: Reclamation and Noxious Weed Control* is established and growing within two full growing seasons of the date of the issuance of a Certificate of Occupancy or Closing of the Building Permit associated the applicable Gunnison County Reclamation Permit. ~~This~~Such Permit is not transferable to any successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder.

~~shall not be transferable.~~

~~7.8~~ 6.9 ~~Transfer of Permits~~

~~A permit may be transferred only with the written consent of the Director which consent shall be in the Director's sole discretion. The Director, before consenting to any transfer, may condition or restrict such transfer to ensure that the health, welfare and safety of the public are protected. Each prospective transferee must ensure, before approval of any transfer, that the proposed transferee can and will comply with all of the applicable requirements, regulations, standards, and conditions.~~shall not be ~~transferrable.~~

~~7.9~~ Financial Security

As a condition of the issuance of any permit, the Director, at the Director's sole discretion, may require ~~the~~ a permittee to file a guarantee of financial security in an amount established by the Director and payable to the County. The guarantee may be in the form of cash~~, federally-insured certificates of deposit~~, irrevocable letters of credit issued by a bank acceptable to the Board, surety bonds issued by a company authorized to do business in Colorado~~, written guarantees backed by collateral acceptable by the Board~~, or any other form, or combination of forms, established by the Board.

~~7.10 Parking Permits~~

~~The Board of County Commissioners County can issue parking permits at its discretion on land that it wholly controls, owns, or has agreement to administer. These permits apply only to the specific location of the permit, will carry specific criteria, and may or may not comply with the rest of the standards herein. One permit does not set precedent for other permits. There shall be no overnight parking in the Public Right of Way without a BOCC permit.~~

REFERENCED REPORTS

1.

~~1.~~ Gunnison County, Colorado Land Use Resolution, as amended, Gunnison County Planning Department.

~~2.~~ 2.State Highway Access Code, State of Colorado, Department of Transportation.

~~3.~~ 3.Manual on Uniform Traffic Control Devices, U.S. Department of Transportation, Federal Highway Administration.

~~4.~~ 4.Colorado Vehicle Code, Colorado State Patrol Troop Office, Grand Junction, Colorado.

~~5.~~ 5.Geometric Design of Highways and Roads, The American Association of State Highway and Transportation Officials.

~~6.~~ 6.Roadway Design Manual, State of Colorado, Department of Transportation~~Colorado Department of Transportation~~.

~~7.~~ 7.Trip Generation, The Institute of Transportation Engineers.

~~8.~~ 8.Standard Specifications for ~~New~~ Road and Bridge Construction, State of Colorado, Department of Transportation~~State of Colorado, Division of Highways~~.

~~9.~~ 9. Gunnison County Flood Damage Prevention Resolution, Gunnison County, Colorado. Gunnison County Planning Department.

~~10.~~ 10. Procedures for Determining Peak Flows in Colorado, U.S. Department of Agriculture, Soil Conservation Service, 1980.

~~11.~~ 11. Concrete Pipe Design Manual, ACPA Arlington, Virginia, February, 1974.

~~12.~~ 12. Handbook of Steel Drainage and Highway Construction Products, A151, Washington, D.C. 1971.

~~13.~~ 13. Standard Specifications for Highway Bridges, The American Association of State Highway and Transportation Officials.

~~14.~~ 14. Colorado Standard Plans, State of Colorado, Department of Transportation ~~Division of Highways M and S Standards~~.

~~15.~~ 15. Standard Plans for Highway Bridges, U.S. Department of Transportation, Federal Highway Administration.

~~16.~~ 16. Uniform Construction Standards for Colorado Public Works, Colorado Contractors Association, Inc.

APPENDIX A

LEGAL RESPONSIBILITIES

The latest edition of the Division of Highways, State of Colorado, Standard Specifications for ~~New~~ Road and Bridge Construction; Section 107 - Legal Relations and Responsibilities to the Public, shall be considered Supplemental Specifications to these Standards with the additions, deletions, or revisions noted in Sections one and two as supplied annually by the Division of Highways, State of Colorado.

Section ~~1 Definitions~~1 Definitions

State - shall be redefined as Gunnison County, Colorado.

Division - shall be redefined as the Gunnison County Public Works Department.

Engineer - shall be the Project Engineer as defined in Section 5.1.2 when acting as the authorized agent of the developer or contractor or the County as defined in Section 5.1.3 when acting in behalf of the Public Works Department.

Contract - shall be redefined as these Standards.

Section 2 Section 107, Legal Relations and Responsibility to Public

Payment - Delete any reference to payment for the use of these Standards.

107.04 - Delete Subsection.

107.07 - Delete "as specified under subsection 104.04".

107.09 - Delete Subsection.

107.16 - Paragraph one, line eight, revise to read the following: "the Contractor or Developer shall be required to assume any expenses entailed in maintaining traffic". Delete last sentence. Delete paragraphs two, three, and four.

107.19 - Delete Subsection.

107.10 - Is hereby revised as follows: Paragraph one - "In carrying out any of the provisions of these Standards; or in exercising any power or authority granted to them by Gunnison County; or performing their duties within the scope of their employment, there shall be no personal liability upon the Board, Director of Public Works, or their authorized representatives due to injuries sustained from an act or omission of such employee, except as may be provided by

law."

107.22 - Delete Subsection.

107.23 - Delete Subsection.

107.25 - Delete paragraph 2 of section - (c) Measurement and Payment.

APPENDIX B

APPENDIX C

APPENDIX D

APPENDIX E

APPENDIX F

APPENDIX G

RECLAMATION ~~RECOMMENDATIONS~~ FOR ~~NEW~~ EXPOSED EARTHWORK

Land Preparation: ~~Replace the disturbed soil as close to the original soil profile as possible prior to revegetation. After the topsoil is replaced, a firm seedbed is required before planting grass seed. The seedbed should be firm enough to allow good seed-to-soil contact.~~Follow the Gunnison County Weeds Program and the most recent Natural Resources Conservation Service~~NRCS~~ guidelines for the preparation of the land. This may include runoff control measures to insure the successful rehabilitation of the land.

Seeding Time: The seeding time with the greatest success is a dormant seeding for areas that cannot be irrigated. Spring seeding can be successful if rainfall is above the historical average. Late summer seedings (late July to mid-August) have shown success in some areas since August and September have historically been the highest rainfall months.

Suggested seeding times (without irrigation) based on Major Land Resource Area (MLRA):

7500-9500 feet elevation
Dormant Seeding (Best) – October 1-November 15 Spring Seeding – not recommended
Late Summer Seeding (Marginal) – August 1-31

Alpine Zone (10,000 feet elevation and above)
Dormant Seeding (Best) – September 1-30 Spring Seeding – not recommended
Late Summer Seeding (Marginal) – July 15-August 15

Seeding Methods: Drilling the grass seed is the best method. Drill depth should be placed between ½ and ¾ inch below the soil surface. For slopes that are greater than 3:1 slope, seeding may be broadcast by hand or mechanical spreader and rated into the upper soil layer (no deeper than ¾ inch). Slopes steeper than 2:1 shall require seed stabilization methods. **Seed should not be incorporated and applied simultaneously with ~~the~~ a hydromulch slurry.**

Rate of Seeding: Each specific seed mix will have a rate for the seed and climate. ~~When seeds are drilled use 10 pounds per acre of pre-mixed grass seed. When seed is broadcast by hand or mechanical seed spreader use 20 pounds per acre of pre-mixed grass seed.~~

Mulches: Straw and/or hay used for mulch, must be certified weed free. A hydromulch can be applied to the area after the seed has been drilled in or broadcast. On steep slopes where crimping is not possible, jute matting (biodegradable mesh) may be used as a mulch over the newly seeded areas.

Time Frame of Reclamation Process: Reclamation can require several years (1 to 5) to determine stand establishment. It should be expected that early seral species (such as summer and winter annuals) will occupy the area before the desired perennial stand dominates. Each year the revegetated ~~revegated~~ sites will be reviewed by the Gunnison County Weed Specialist upon which time the permittee will be advised as to the management practices that are expected to ~~insure~~ensure reclamation success.

~~Unreasonable demands will not be placed on the expected outcome of the reclamation.~~, ~~but~~ It~~i~~t is expected that the reclaimed areas will be ecologically comparable to the surrounding~~,~~ undisturbed land. ~~This would be defined by the percentage of desired grass species compared to weedy annual broadleaf species (which usually requires not less than three years).~~

SEEDS RECOMMENDATIONS~~DED~~

~~**DRY AREA RECOMMENDATION**~~

~~This recommendation covers most of the land area below 8500 feet in elevation.~~

~~Species~~	~~Variety~~	~~lbs./¼ acre~~
~~Smooth Bromegrass~~	~~Manchar~~	~~2~~
~~Crested Wheatgrass~~	~~Ephriam~~	~~2~~
~~Slender Wheatgrass~~	~~San Luis~~	~~1~~
~~Russian Wildrye~~	~~Bozoisky~~	~~1~~
~~Sheep Fescue~~	~~Big Horn~~	~~1~~
	~~Total~~	~~7 lbs. Pure Live Seed~~

~~MOIST AREA RECOMMENDATION~~

~~This recommendation covers most of the land area above 8500 feet in elevation.~~

~~Species~~	~~Variety~~	~~lbs./¼ acre~~
~~Smooth Bromegrass~~	~~Manchar~~	~~2~~
~~Timothy~~	~~Climax~~	~~1~~
~~Slender Wheatgrass~~	~~San Luis~~	~~1~~
~~Canadian Bluegrass~~	~~Ruebens~~	~~1~~
~~Total~~		~~5 lbs. Pure Live Seed~~

Seed mixes in Gunnison County are determined by elevation, moisture, surrounding foliage, and other considerations. The NRCS or the CSU Extension office employee experts that should be consulted for the specific project in question.

Sometimes certain varieties of seed can be substituted~~, but the above varieties are suited to our area~~.

This seeding recommendation was provided by the Natural Resources Conservation Service.
~~Seed can be ordered through the Gunnison Soil Conservation District by calling, (970) 641-0494.~~

APPENDIX H

APPENDIX I

APPENDIX J

DEVELOPMENT IMPROVEMENTS AGREEMENT

This Development Improvements Agreement is entered into this _____day of _, 20____ between the Board of County Commissioners of Gunnison County, Colorado (herein the "County"), and (herein the "Permittee") as follows:

1. PURPOSE. The Permittee has submitted to the County the ~~Permitte's~~~~Permitee's~~Permitee' application for a permit pursuant to the Gunnison County Standards and Specifications regarding _____(herein the "Project"). The legal description of the Project is attached hereto and incorporated herein as Exhibit "A". As valuable and sufficient consideration for this Agreement, the County and the Permittee agree that approval of such application by the County is expressly conditioned on completion of the improvements described in paragraph 7, below (herein the "Improvements") to the specifications described herein and by the times specified herein. The County and the Permittee further agree that such Improvements are appropriate and necessary requirements to be required by the County, and to be performed by the Permittee and which Permittee shall perform. The County and Permittee further agree that an agreement guaranteeing the Permittee's performance secured by suitable security to protect the interests of the County, and the public in the amount set forth herein is an appropriate condition to the County's approval of such permit. The parties have entered into this agreement to memorialize such understandings and agreements. The relationship of the parties to this Agreement is contractual; Permittee is an independent contractor and is not an agent of the County.

2. DEVELOPER BOUND. The Permittee agrees to accept and be bound by the terms and conditions of the County's issuance of its approval of the Permit and the terms and conditions of this agreement. Permittee accepts the County's review and permitting authority; process and performance of same in connection with the permit as legal and valid and waives any defect therein.

3. CONSTRUCTION.

~~A.~~ The Permittee agrees to complete construction of the Improvements within the Project in the locations set forth on the

~~—~~plans attached hereto as Exhibit __, and in accordance with the specifications thereof by not later than

A. _____, 20_~~0~~_, acts of God and any cause beyond the reasonable control of the Permittee excepted, including without limitation labor disputes, laws, regulations, or orders of any governmental entity, orders of court, inability to obtain any required authorization, act of war or donations arising out of or attributable to war, riot, civil strike, insurrection or rebellion, fire, explosion, earthquake, storm, flood or other adverse weather condition, delay or failure by suppliers or material men, contractors, or subcontractors, shortage of or inability to obtain labor, supplies or materials.

B. The completion deadline set forth in this paragraph 3 may be extended by the County in its sole discretion upon written request of Permittee if the County determines that: (1) such extension of time will not operate to the detriment of the County, the public or the owners of property within the Project; and (2) the County's security is adequate to ensure full performance by Permittee by the extended completion date; and (3) that such an extension would not be in conflict with the

conditions of the approved Permit. The County may require Permittee to provide, at Permittee's cost, supplemental estimates by Permittee's engineer of the costs of completion and to provide additional security as a prerequisite to its extension of any completion date. Any extended completion date granted by the County hereunder may be further extended in like manner.

C. Each contract entered into by Permittee for construction of the Improvements shall provide that the County is a third party beneficiary with all rights to enforce such contracts in place of Permittee in the event of a default by Permittee. Permittee shall provide to County a copy of each such contract upon its execution.

4. ESTIMATED COST. The total cost of the ~~Improvements~~ improvements to be constructed by the Permittee as provided by a third-party contractor bid that includes the full scope of work as presented in Exhibit A is estimated currently to be $_____ ~~plus~~ (including a 10% contingency amount).

5. SECURITY. In order to secure of obligations of the Permittee herein, the Permittee and the County agree that the Permittee shall, at Permittee's sole cost, and before starting work on any phase of the Project or Improvements, and before conveying any portion of the Project, obtain and provide to the County a bond, and/or irrevocable letter of credit or other performance guarantee in a form and content satisfactory to the County to the benefit of the county in ~~the~~ an amount of ~~$_____~~ which is ~~124~~ 125 percent of the currently estimated cost of the i~~I~~mprovements, ~~to~~ (~~include~~ including a ~~reasonable~~ 10% contingency amount).

If the contract(s) provided to the County pursuant to paragraph 3C indicate a substantially different total cost than estimated in paragraph 4, the amount of security may be increased or decrease. For the purposes of this paragraph 5, substantial is defined as 10 percent or more.

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

6. CERTIFICATION.
   A. Not later than _____, 20~~0~~__, a registered Colorado engineer retained by the Permittee at it s expense shall certify to the County whether the Permittee's construction obligations regarding Improvements under this agreement have been fully and faithfully performed according to design and time specifications. Upon receipt of such certification and a complete copy of as built specifications and drawings, the County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of the County. Permittee agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until Permittee's engineer and the County's representative have had reasonable opportunity to inspect such Improvements.
   B. Not later than _____, 20~~0~~__, Permittee shall provide to the County Attorney a sworn affidavit, signed by the Permittee's authorized representative, that the Improvements completed have been paid for, in full, by the Permittee. The Permittee shall be responsible for the information so provided. Said written certification will be reviewed by the County, but the County shall have no responsibility or liability to any part regarding the veracity of the information so provided.

7. SCOPE OF WORK.
   A. The scope of work to be done by the Permittee shall include, but not be limited to: ~~7.1~~Exhibit A (~~Fill~~ Attach~~in~~ applicable details)
   B. The conditions of this agreement and the permit are such that if the obligations hereunder of the Permittee are well, truly, faithfully and timely performed by Permittee, inspected and certified to by the Permittee's engineer, and such performance is accepted by the County in the County's sole discretion, the Permittee's obligations to the County under this agreement except as set forth in 7C below shall be at an end; otherwise such conditions and obligations shall remain in full force and effect.
   C. For a period of one year from and after the acceptance of all of the work described in paragraph 7A, above, Permittee shall, at its own expense, make all needed repairs and replacements to such work as shall, in the County's reasonable opinion, become necessary. The County shall have the right to retain up to $____of the security for up to one year following the acceptance of all of the work described in paragraph 7A. above, as security to ensure such repair and replacement.

8. PARTIAL RELEASE OF SECURITY.
   A. The County recognizes that as work proceeds upon the Improvements, the County's need for security shall be reduced. Accordingly, the County agrees to consider a ~~reasonable~~ partial release of the security to be delivered to the ~~County~~ Permittee pursuant to paragraph 5 hereof upon receipt of a written certification~~,~~ by Permittee's engineer~~,~~ stating the estimated ~~cost~~ percentage

of remaining work to reach completion, in which event the County ~~shall~~ may retain security equal to 125 percent of such estimated ~~cost~~ percent of remaining work to reach completion ~~plus 20 percent of the original estimated cost of the Improvements~~ and shall release the balance of ~~all~~ security held by the County.

B. Upon Permittee's entering into a contract or contracts for construction of improvements hereunder, Permittee and County may negotiate an addendum to this Agreement setting forth such reasonable schedule for partial releases of the security in accordance with the anticipated construction schedule. In such circumstance, the County shall designate and authorize the County Manager, Director of Public Works or County Attorney to make the partial release(s) hereunder after consultation with appropriate County staff.

9. PERMITTEES' DEFAULT. In the event of any default hereunder by the Permittee, the County shall give notice to the Permittee specifying the nature of such default, which notice shall be given by facsimile transmission or by certified mail with return receipt requested addressed to the Permittee at _____. In the event the Permittee does not remedy such default to the satisfaction of the County within 14 days following such notice, the County may elect, in its discretion to exercise all remedies available to it, including but not limited to:

9.1 To specifically enforce the terms and conditions of this agreement;
9.2 To draw upon or otherwise obtain the benefit of the security;
9.3 To exercise any other rights and obtain any other remedies provided by law;
9.4 To obtain from the Permittee either an extension of the County's security hereunder to guarantee the completion of the improvements only on the conditions (1) that suitable additional security is provided the County to guarantee the construction of said Improvements within the new time period determined by the County, and (2) that the County determines that it would not be detrimental to the interest of the County, the public or the owners

of property within the Project to allow such extension (3) that the County determines that it would not be in conflict with the conditions of the approved Permit.

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

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

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

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

14. LITIGATION. Nothing contained herein shall prevent either party from obtaining a judicial determination of the violation of its rights hereunder; provided however, that written notice to the other party advising the other party of the alleged violation, and advising that in the event the matter is not resolved by the parties within 14 days thereafter, shall be a condition precedent to the commencement of any litigation.

15. TIME OF ESSENCE. It is mutually agreed that time of performance is an essential part of this agreement and that all terms, covenants and conditions herein shall extend to and become obligatory upon the successors and assigns of the respective parties hereto.

16. VENUE AND CHOICE OF LAW. This agreement is entered into in Gunnison County, Colorado and it I agreed that the exclusive jurisdiction and venue of any action pertaining to the interpretation or enforcement of this agreement shall be in the District Court of Gunnison County, Colorado. The exclusive choice of law pertaining to this transaction shall be that of the State of Colorado without giving effect to Colorado choice of law principles.

17. SEVERABILITY. If any term or provision of this agreement shall be invalid or unenforceable, the remainder of this agreement and the terms and provisions thereof shall not be affected thereby and all other terms and provisions of the agreement shall be valid and enforceable to the full extent permitted by law.

18. ATTORNEYS' FEES. If any action is brought in a court of law by either party to this agreement as to the enforcement, interpretation or construction of this agreement or any document provided

for herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees as well as all cost incurred in the prosecution of defense of such action.

19. ~~–~~HOLD ~~HARMLES~~HARMLESS CLAUSE. The Permittee shall indemnify, defend and hold harmless the County, its officials, employees and agents from and against liability for damages, injury or death which may arise from the direct or indirect operations of the owner, Permittee, contractors or subcontractors, which relate to the Project.

20. ~~–~~ENTIRE AGREEMENT. This agreement contains the entire and only agreement between the parties regarding development improvements, and no oral statements or representations not contained in this agreement shall be of any force and effect between the parties. This agreement shall not be modified or amended in any manner except by written instrument executed by the parties.

21. ~~–~~BINDING AGREEMENT. This agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

~~21.~~

22. NOTICE. All notices and other communications required or permitted under this Agreement shall be in writing and shall be, as determined by the person giving such notice, either hand delivered, mailed by registered or certified mail, return receipt requested or by telecopier or telegraphic communication to the required party at the following addresses:

COUNTY: Board of County Commissioners
200 East Virginia
Gunnison, CO 81230 Telecopier: (970) 641-3061

DEVELOPER: (Name, Address, Etc.)

IN WHEREOF the parties have executed this agreement the date first above written.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON COUNTY

Attest: _____ By: _____
County Clerk Chairperson or Designee

DEVELOPER

By: _____

STATE OF COLORADO)
___)
COUNTY OF __)

The foregoing instrument was acknowledged before me this _____day of _____, 20__. By _____.

My commission expires: _____
Witness my hand and official seal.

_____
Notary Public Address:

APPENDIXAP P E N D I X K

DEFINITIONS AND ABBREVIATIONS

The following words, terms and abbreviations shall have the following meanings when used in or for the execution of these Standards and Specifications, unless expressly defined in these standards, the words and phrases used in these Standards shall be the same as the LUR:

A. ABBREVIATIONS

1. **AASHTO** means American Association of State Highway and Transportation Officials

2. **CDOT** means Colorado Department of Transportation

3. **FHWA** means Federal Highway Administration

4. **HUTF** means Highway Users Tax Fund

5. **ITE** means Institute of Traffic Engineers

B. DEFINITIONS

~~A. Definitions~~

ABUT means adjacent or contiguous to, or sharing a common border.~~**ABUT** means adjacent or contiguous to, having a common border or point with, or separated from a common border by, a road or highway right-of-wayrights-of-way or easement.~~

ACCESS means the place, method, or way by which vehicles and pedestrians obtain usable ingress and egress to a property or land use.

1. Residential Access means ingress or egress to no more than two residential units, including any that includes a home occupation, or a multiple-family residence as defined by the Gunnison County Land Use Resolution. Residential access is a private ~~vehicular~~ access over 50 inches in width, for the exclusive use of the owners- occupants and their ~~invitees, and~~invitees and is not considered a road or highway.

2. Agricultural Access means the access providing ingress and egress exclusively to an agricultural operation and not to any residence(s).

3. Commercial Access means the access providing ingress and egress to any activity defined by the Gunnison County Land Use Resolution as commercial.

4. Industrial Access means the access providing ingress and egress to any activity defined by the Gunnison County Land Use Resolution as industrial.

- 5. Any other access as determined by the Director.

ADJACENT means abutting or contiguous to or sharing a common border.
~~**ADJACENT** means the same as "abut".~~

~~**AGRICULTURAL OPERATION** means an activity that primarily involves agriculture as defined herein.~~

AGRICULTURAL ROAD means a road that links agricultural ~~farmland~~ areas to highways and other roads, primarily to enable the transportation of inputs to the farm and agricultural produce to the market~~means any road whose primary use is to serve an agricultural operation~~.

~~**AGRICULTURE** means the use of the land for the primary purpose of making a profit from farming or ranching as it may include:~~

- ~~The production, cultivation, growing, and harvesting of plant crops, but not including the harvesting of trees unless incidental to other agricultural operations; or~~
- ~~The raising and/or the breeding of livestock including horses, dairy and beef cattle, sheep, goats, fur-bearing animals, poultry and swine, so long as they are not large confined animal feeding operations (CAFO); or~~
- ~~The production of nursery products and sod; and~~
- ~~The harvesting, storage, grading, packaging, processing, distribution, and sale or trade of such commodities where such activities occur at the point of production.~~
- ~~It specifically does not include the uses, structures and retail services normally associated with kennels, veterinary hospitals, the commercial slaughter of animals, and commercial riding stables. For purposes of this Resolution classification of the use of the property by the Gunnison County Assessor's Office is not definitive or binding for purposes of this definition, nor shall the existence of a conservation easement on the property otherwise defined as agricultural affect that definition.~~

ALTERNATIVE TRANSPORTATION FACILITY means a trail, sidewalk, public bus or van, rail, or other facility that provides an alternative mode of transportation to travel by private automobile.

ARTERIAL ROAD - See Article III section 3.1

AS-~~-~~BUILT (OR RECORD) DRAWINGS means a complete and accurate set of construction plans, with all pertinent information superimposed on them to identify the road or related facility as it actually has been constructed.

AVERAGE DAILY TRAFFIC (ADT) is the average number of vehicles that travel through a specific point of a road over a short duration time period (often 7 days or less). It is estimated by dividing the total daily volumes during a specified time period by the number of days in the period.~~means the average 24-hour volume, being the total number during a stated period, divided by the number of days in that period. Unless otherwise stated, the period is a year. The term is commonly abbreviated as ADT.~~

ANNUAL AVERAGE DAILY TRAFFIC~~nnual Average Daily Traffic~~ (AADT) -means it is the annualized volume of vehicle traffic of a highway or road. AADT estimates, with as little bias as possible, the mean traffic volume across all days for a year for a given location along a roadway. AADT is different from ADT because it represents data for the entire year. Gunnison County accepts the FHWA AADT method for AADT.

AXLE LOAD means the total load transmitted by all wheels on a single axle extending across the full width of the vehicle. Tandem axles 40 inches or less apart shall be considered as a single axle.

~~**BACKFILL (or BACK FILLING)** means the dumping of earthen materials into excavated holes, or covering exposed features with soil. This can be done to protect features, or to level ground for construction of a road or building.~~

BASE COURSE means the layers of specified or selected material of designated thickness placed on a subbase or a subgrade to support a surface course.

~~**BEST MANAGEMENT PRACTICES** means those conservation techniques and management measures that:~~

- ~~Control soil loss and reduce water quality degradation caused by nutrients, human and animal waste, toxins, and sediment; and~~
- ~~Minimize adverse impacts to groundwater and surface water flows; and~~
- ~~Minimize adverse impacts to the chemical, biological, and physical characteristics of wetlands, ponds, streams, and riparian areas.~~
- ~~Practices intended to produce the best outcome for the applicable task.~~

~~**BOARD** means the Board of County Commissioners of Gunnison County, Colorado, or its designee.~~

BRIDGE means a structure including wall or abutments erected over a depression or an obstruction, such as water, highway or railway and having a track or passageway for carrying traffic or other moving loads.

~~**BUILDING FOOTPRINT** means the outline of the total area that is covered by a building at ground level.~~

CEMENT TREATED BASE or "Flowable Fill" means a base consisting of a mixture of mineral aggregate (or soil) and Portland cement, mixed and spread on a prepared surface, to support a surface course. ~~Colloquially called flowable fill.~~

CHANNELIZATION means the separation or regulation of conflicting traffic movements into definite paths of travel by use of pavement markings, raised islands, or other suitable means to facilitate the safe

and orderly movement of traffic, both vehicular and pedestrian.

CITY STREET means roads that are within the boundaries of an incorporated municipality that are dedicated to the public ~~and are maintained by the City~~.

COLLECTOR ROAD - See Article III section 3.1

CONSTRUCTION PLANS means a complete and accurate set of detailed plans, including but not limited to profile, specifications, stationing, details, notes and any other information necessary for complete and timely construction of the road or related facility.

CONTROL OF ACCESS means the condition in which the right of access of owners or occupants of land abutting or adjacent to a roadway is controlled by public authority.~~means the condition where the right of owners or occupants of abutting land or other persons to access, light, air or view in connection with a highway is fully or partially controlled by public authority.~~

~~**COUNTY** means Gunnison County.~~

COUNTY PRIMARY ROAD SYSTEM means County roads selected ~~as such by the Board on the basis of greatest general importance; the County primary road system as selected shall constitute an integrated system within itself and/or with the state highway system and other roads identified by the Board~~pursuant to CRS §§ 43-2-109 and 110, as amended.

COUNTY ROAD means a public road which the Board has placed on the Count~~r~~y Primary Road System pursuant to CRS §§ 43-2-109 and 110, as amended.

~~under the authority of C.R.S. 43-2-109,110.~~

COUNTY SECONDARY ROAD SYSTEM means ~~all County~~ roads not on the County primary road system pursuant to pursuant to CRS § 43-2-110, as amended.

~~.~~

CROSS SLOPE (ROADWAY) means a geometric feature of pavement surfaces: the transverse slope with respect to the horizon.
~~- on divided highways each one-way pavement may be crowned separately as on 2- lane highways, or it may have a nondirectional slope across the entire width of pavement, almost downward to the outer edge.~~

CUL-DE-SAC ~~**ROAD**~~ means a local road open at one end only, and with special provisions for turning around.

CURBWALK means monolithic combination of curb and gutter and sidewalk.

CULVERT means a closed conduit, other than a bridge, which conveys water carried by a natural channel or waterway transversely under the roadway.

WORKING DAYS ~~means calendar days, not normal working days unless expressly identified as working days. Working Days means the typical 5 day works week excluding federal holidays.~~shall be defined by LUR sec 1-111 COMPUTATION OF TIME.

DELINEATORS means devices used to define the roadbed, and are used as an aid to alert drivers of day and night hazard conditions.

DEPARTMENT means the Gunnison County Public Works Department.

DESIGN LOAD means the loads that must be supported by a structure in terms of live and dead weight loads.

DESIGN PERIOD means geometric design generally based on estimated traffic requirements 20 years after construction.

DESIGN SPEED means a speed determined for design and correlation of the physical features of a road that influence vehicle operation; the maximum safe speed maintainable on a specified section of road when conditions permit design features to govern.

~~**DIRECTOR OF PUBLIC WORKS** means the Assistant County Manager for Gunnison County Public Works Director, or designee.~~

DRIVEWAY see "Residential Access"

ELECTRICAL ASSISTED BICYCLE (e-bike) means a vehicle having two or three wheels, fully operable pedals, and an electric motor not exceeding seven hundred fifty watts of power. Electrical assisted bicycles are further required to conform to one of three classes as follows:

(a) "Class 1 electrical assisted bicycle" means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
(b) "Class 2 electrical assisted bicycle" means an electrical assisted bicycle equipped with a motor that provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
(c) "Class 3 electrical assisted bicycle" means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide

assistance when the bicycle reaches a speed of twenty-eight miles per hour.

~~**EASEMENT** means a conveyance or reservation of an incident of ownership in real property for one or more specific purposes, public or private.~~

~~**18K**~~ **EDLA** means ~~18,000 pound~~ single axle Equivalent Daily Load Application~~s~~. (See "Axle Load" ~~and Equivalence Factor"~~.)

ENGINEER means Professional Engineer registered in the State of Colorado.

EROSION means the wearing away of a land surface by detachment and transporting of soil and rock particles by the action of water, wind, or other agents.

FLARED INTERSECTION means an un-channelized intersection, or a divided highway intersection without islands other than medians, where the traveled way of any intersection leg is widened or an auxiliary lane added.

FLEXIBLE PAVEMENT means a pavement structure which maintains intimate contact with and distributes loads to the subgrade and depends upon aggregate interlock, particle friction and cohesion of stability.

GEOMETRIC DESIGN means the arrangement of the visible elements of a road, such as alignment, grades, sight distances, widths, slopes, etc.

~~**GRADE** means the rate expressed in terms of percent, ascent or descent by length.~~

GUARDRAIL means a protective device intended to make highways safer by reducing accident severity.

~~**GUNNISON COUNTY** means the County of Gunnison County, Colorado.~~

GUNNISON COUNTY ROAD SYSTEM means all roads in the Gunnison County primary or secondary road systems.

HIGHWAY ~~**, STREET, OR ROAD**~~ means an open way reserved for the passage, generally, of people, vehicles, animals, and goods, ~~and includes trails and non-motorized ways in rural areas, or in urban areas~~ where there is comparatively little access and egress and provides~~,~~ a way between prominent termini, as defined by CRS 43-2-201 ~~is usually called a highway or road~~. ~~A way in an urban area, with or without provisions made for curbs, sidewalks, and paved gutters is ordinarily called a road.~~

HORIZONTAL ALIGNMENT means horizontal geometrics for safe and continuous operation at a uniform design speed for substantial lengths of highway and must afford at least the minimum stopping distance for the design speed at all points on the highway~~.~~

.

HVEEM STABILIMETER means a device to measure the lateral pressure transmitted by soil or aggregate being subjected to a vertical load. The pressure obtained is used to compute "R" Value. The internal resistance of the friction property of a bituminous pavement or a base course. Data obtained is used to compute the relative stability.

~~**IMPROVEMENTS** means an addition to or enhancement of property or its condition, amounting to more than mere repairs, including, but not limited to, structures, infrastructure, habitat compensation, restoration, reclamation, general landscaping, surface improvements, or such other installations as may be designated by the County.~~

INCLUDE means including without limitation.

INSPECTOR means the ~~Gunnison County Public Works~~ Director, or designee.

INTERSECTION means the area embraced within the prolongation or connection of the lateral curb lines, or if none, then the lateral boundary lines of the roadways of two highways, streets, roads or ~~driveways~~accesses, or any combination of thereof, which join one another at, or approximately at, right angles, or the area within which vehicles traveling on different highways joining at any other angle may come in conflict.

LANE - See Article III section 3.1

~~**LEGAL LOT** means a lot, parcel or tract of land that meets the definition of a "subdivision," or "subdivided land" as defined in C.R.S. 30-28-101 (10) (a) as it may be amended, or that is one of the exceptions to the definition of "subdivision" or "subdivided land" set out in the definition of "Subdivision or Subdivided Land" in C.R.S. 30-28-101 (10) (b), (c) or (d) as they may be amended, and that was created in compliance with all applicable laws, ordinances and regulations in effect at the time of its creation, and the legal description of which was recorded at the time of its creation in the records of the Clerk and Recorder of Gunnison County. A parcel as mapped for tax assessment records is not necessarily a legal lot.~~

LIME TREATED BASE means a base consisting of a mixture of soil, hydrated lime and water, usually mixed in place and placed to support a pavement structure, or the components thereof.

LOCAL ROAD- See Article III section 3.1

~~**LOT** means a parcel or tract of land. Also see definition of "Legal Lot".~~

LOW WATER CROSSING means a structure used to cross a drainage course that provides only for limited conveyance of run-off under the traveled way with higher flows passing both under and over the traveled way.

MAY means a permissive condition.

MINIMUM COVER means the point of minimum cover shall be the edge of the paved shoulder giving

the least cover over the ~~pipe~~culvert or structure.

MINIMUM TURNING RADIUS means the engineer determined radius of a minimum turning path ~~of the outside of the outer front tire~~.

NON-MOTORIZED TRAIL means a dirt, gravel or paved trail suitable for Class 1 or 2 E-bicycle, bicycle, pedestrian or equestrian travel that is physically constrained to 50" or less in width.

~~. **PARCEL** means a tract or lot of land. Also see definition of "Legal Lot".~~

PASSING SIGHT DISTANCE means the minimum sight distance on two or three lane highways that must be available to enable the driver of one vehicle to pass another vehicle safely and comfortably without interfering with the speed of an on- coming vehicle traveling at the designed speed should it come into view after the overtaking maneuver is started.

PAVEMENT means that part of a roadway having a constructed surface for the facilitation of vehicular movement.

PAVEMENT STRUCTURE means the combination of subbase, base course and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

~~**PERSON/PERSONS** means any individual, partnership, corporation, association, company, or other public or corporate entity, including the state or federal government, and any of their political subdivisions, agencies, instrumentalities.~~

PHYSICAL SURVEY means a field survey resulting in a drawing that shows all physical improvements located on the property. This will include topographic information of locations of both human-made and natural features on a parcel of land. These features may include roads, buildings, ditches, trees, streams and utilities. To perform a physical survey, the surveyor shall visit the property, locate the boundaries, set boundary corner monuments, and verify the accuracy of existing boundary markers.

PLANT MIXED BITUMINOUS BASE means a base consisting of mineral aggregate and bituminous material, mixed in a central plant, laid and compacted while hot, on subbase or a subgrade, to support a surface course.

PORTLAND CEMENT CONCRETE PAVEMENT means a pavement composed of ~~portland~~Portland cement concrete on a prepared subgrade or base course in accordance with plans and specifications.

~~**PRIME COAT** means the application of a low viscosity liquid bituminous material to an absorbent surface, preparatory to any subsequent treatment, for the purpose of hardening or toughening the surface and promoting adhesion between it and the superimposed construction.~~

PRIMITIVE ROAD means a road that has all of the following characteristics:

1. The road does not have the physical capacity to allow ready access to emergency services providers (e.g. medical emergency or fire suppression vehicles);

2. No public utility has been extended after May 7, 2002, or is proposed to be extended, to any lot served by the road;

~~3. There is no more than one single family residence existing or proposed on any lot served by the road;~~

Does not currently serve, and is not proposed to serve, average daily traffic more than the minimum threshold for a local intermittent road;

4. Any residential use established after May 7, 2002, shall be limited to seasonal use only by deed restriction or other instrument acceptable to Gunnison County

PRIVATE ROAD means any road that is not a public road.

PRIVATE ROADS UNDER COUNTY JURISDICTION means roads that have been permitted through the County Land Use Process.

PUBLIC ROAD OR HIGHWAY means:

1. All roads over private lands dedicated to the public use by deed to that effect, filed with the office of the Gunnison County Clerk and Recorder when such dedication has been accepted by the Board; and

2. All roads over private or other lands dedicated to public uses by due process of law, ~~including a subdivision plat approved by Gunnison County and recorded in the office of the Gunnison County Clerk and Recorder,~~ and not heretofore vacated by an order of the Board duly entered of record in the proceedings of the Board; and

~~3. All roads previously incorporated and now disincorporated from a municipality and not heretofore vacated by an order of the Board duly entered of record in the proceedings of the Board~~

All roads over private lands that have been used adversely without interruption or objection on the

part of the owners of such lands for 20 consecutive years; as defined by Colorado law; and

4. All toll roads or portions of them that may be purchased by the Board from the incorporators or charter holders of them, and thrown open to the public; and

5. All roads over the public domain whether agricultural or mineral.

PUBLIC WORKS DIRECTOR, ~~or~~ DIRECTOR OF PUBLIC WORKS, OR DIRECTOR means the Assistant County Manager for Public Works or the person functionally responsible for ~~various high level~~the administrative and managerial duties ~~typical~~ of the Public Works Department.

R VALUE means the resistance value of the soil while in a state of density and degree of saturation typical of the most adverse conditions to be expected on the road during the service life.

REGIONAL FACTOR means a numerical factor expressed as a summation of the values assigned for precipitation, elevation and drainage. This factor is used to adjust the structural number.

RESIDENTIAL DRIVEWAY - See "Access"

~~**RIGHT-OF-WAY**~~**RIGHTS-OF-WAY** means a general term denoting lane, property, or interest therein, usually in a strip, acquired for or devoted to transportation purposes.

~~**ROAD means** is a linear way for the conveyance of traffic that mostly has an improved surface for use by vehicles (motorized and non-motorized) and pedestrians and not primarily terminating at residences (see access).~~

~~**ROADBED** means the graded portion of a highway, usually considered as the area between the intersections of top and side slopes, upon which the subbase, base course, surface course and shoulders are constructed. Divided highways are generally considered to have two roadbeds.~~

ROAD is a general term for denoting an open public way, including the entire area within the right-of-way. reserved or ordinarily used for the passage, generally, of people, vehicles, animals and goods and includes trails and non-motorized ways.

ROADSIDE means the area adjoining the ~~outer~~ edge of the roadway. ~~Extensive areas between the roadways of a divided highway may also be considered roadside .~~

ROAD SIGN means a traffic control device mounted on a support above the level of the roadway that conveys a specific message by means of unchanging words or symbols.

ROADWAY means the portion of a highway, including shoulders, for vehicular use. ~~A divided highway has two or more roadways.~~

ROADWAY PRISM means the area of a road bounded by the traveled surface, the shoulders and lines projecting downward and away from the outside edge of the shoulder. ~~and intersecting the ground surface at an a specific angle of thirty (30) agrees to horizontalthe horizontal plane.~~

~~**RURAL** means the character of an area that is primarily agricultural, low-density residential, unimproved and open.~~

~~**SEASONAL USE** means use limited to those months when snow normally is not on the ground in Gunnison County, that is, the months of May through October inclusive.~~

~~**SENSITIVE AREAS** means those areas identified by the Board that contain, or in which activity will have a significant impact on, human, historical, natural, environmental or archeological resources of great significance; a sensitive area shall be a specific geographic location that is defined with specific boundaries.~~

SERVICEABILITY INDEX means a number which is indicative of the pavement's ability to serve traffic at any specific time.

SHALL means a mandatory condition.

SHOULD means a recommended but not mandatory condition.

SHOULDER means the portion of a roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use and for lateral support of base and surface courses.

SIGHT DISTANCE means the distance visible to the driver of a passenger vehicle, measured along normal travel path of a roadway, to the roadway surface or to a specified height above the roadway, when the view is unobstructed by traffic.

~~**SIGNIFICANT** means of considerable or substantial consequence.~~

SINGLE-UNIT TRUCK means a freight vehicle of two or three axles, a single unarticulated frame, and larger than a pickup.

SLOPE EASEMENT means an easement for cuts or fills.

SPEED STUDY or TRAFFIC STUDY means the collection and assessment of crash data, recent and planned roadway or adjacent land use changes, and even anecdotal information that can be obtained from safety, planning, enforcement, and other stakeholders. The data collected shall be used by a licensed engineer to examine the speeds of free-flowing traffic, roadway geometry, crash characteristics, land use, and access. ~~The study shall provide details regarding some or all of the following: • Average annual and hourly vehicular, bicycle, and pedestrian traffic volume. • Traffic speeds for each flow direction by hour of day. • Road design elements that may be crash factors, such as horizontal and~~

~~vertical road curvature, access points, drainage, pavement condition, sight distance restrictions, roadside objects, signage, markings and delineation, etc. • Road lighting and traffic control devices, including signals, signal timing, and STOP signs. • Summary of crashes and crash causes over a multiyear period • Plans for expected new development, changes in the type of development, or major closing of existing development that may change the traffic flow characteristics in the future. • Engineer stamped recommendations for the speed limit.~~

STANDARDS means the Standards identified in this Gunnison County Standards and Specifications ~~for Roads and Bridges Construction,~~ as ~~it may be~~ amended.

STABILIZATION means modification of soils or aggregate by incorporating materials that will increase load bearing capacity, firmness and resistance to weathering or displacement.

STATE HIGHWAY means roads that are within the County that are dedicated to the public, but are maintained by the Colorado Department of Transportation.

STOPPING SIGHT DISTANCE means the distance required by a driver of a vehicle, traveling at a given speed, to bring his vehicle to a stop after an object on the roadway becomes visible. It includes the distance traveled during the perception and reaction times and the vehicle braking distance.

STREET means a linear way for the conveyance of traffic that mostly has an improved surface for use by vehicles (motorized and non-motorized) and pedestrians and is primarily terminating at residences (see access).

STRUCTURE means anything constructed or erected, that requires location on the ground, or is attached to something having location on the ground, including portable shelters for human habitation or use, recreational vehicles and tents, storage, transmission or distribution facilities or public utilities, but not including transmission lines of less than 45 kilovolt capacity, or fences.

SUBBASE means the layer or layers of specified or selected material of designed thickness placed on a subgrade ~~—~~to support a base course.

S~~S~~UBGRADE means the top surface of a roadbed upon which the pavement structure and shoulders, including curbs, are constructed.

SUPERELEVATION means the vertical distance between the heights of inner and outer edges of highway pavement used to prevent a vehicle from sliding outward, or to counteract all the centrifugal force of a vehicle traveling at an assumed speed.

SURVEY (BOUNDARY SURVEY)~~Survey (Boundary Survey)~~ means a drawing of the property that details the location of the lot, property lines, home, Onsite Wastewater Treatment System, and any other structures within its bounds. Also known as land survey plats (LSPs), a boundary survey is used to measure and depict the precise and exact corners and limits of a particular parcel of land. The most common use of these surveys are within real-estate transactions to assess the size and shape of a plot of land before purchase; to plan the construction of property-defining assets; to make improvements on

existing structures; to create easements or encroachments; or to resolve disputes, such as party responsibility for property damage.~~The purpose of a survey is to confirm land boundaries and setbacks.~~

SUSTAINED GRADE means a continuous highway grade of appreciable length and consistent or nearly consistent gradient.

TEMPORARY ACCESS OR ROAD means an access or road that is limited in scope, duration, and/or frequency of use to serve only a vacant parcel and which does not require ~~any~~ major cut and fill, and is constructed only for the purpose of determining the constructability of the submitted site plan, land use application, or proposed structure.

TERRAIN means the topography of the profile of a highway, road, or street. As used in this manual, the term generally has one of two modifiers; rolling, or mountainous. These two modifiers represent combinations or geometric features in varying degrees which relate primarily to gradients and horizontal and vertical alignment. They reflect the effect on capacity of the operating characteristics of trucks in terms of their passenger cars are equivalent under the different geometric conditions.

TOPOGRAPHY means the configuration of the earth surface including the shape and position of it's natural and man- made features.

TRAFFIC CONTROL DEVICE means any sign, signal, marking or installation placed or erected under public authority, for the purpose of regulating, warning, or guiding.

TRAIL means an open way reserved for the passage and use, generally, of people, mechanized or non-mechanized machines, motorized or non-motorized vehicles, and animals and goods that is physically constrained to 50" or less wide.

TRAVELED WAY means the portion of the roadway for the movement of vehicles, exclusive of Shoulders and auxiliary lanes.

~~**VERTICAL ALIGNMENT** means the presence of heights and depths in vertical axis with respect to horizontal axis of alignment. These heights and depths in roads may be in the form of gradients (straight lines in a vertical plane) or vertical curves.???? When properly designed, should provide adequate sight distance, safety, comfortable driving, good drainage, pleasing appearance. Minimum lengths of crest vertical curves are controlled by stopping sight distance requirements.~~

~~**WATERWAY** means a stream, river or creek, or any other natural channel or other topographic feature through which "live" water flows, but does not mean ditches used for agricultural purposes.~~

~~**WETLAND** means an area inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under usual circumstances, supports a~~

prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known a hydrophytic vegetation. Wetland areas generally include marshes, bogs, seeps, riparian and similar areas, but do not include those artificial wetlands intentionally created from non-wetland areas, including irrigation and drainage ditches, grass-lined swales, canals, detention facilities, ranch ponds and landscape amenities. Exempt from the definition are areas in which there are wastewater treatment systems, including treatment ponds and lagoons designed to meet the requirements of the Clean Water act (33 U.S.C. Sec. 1341), treated water distribution and storage facilities or treated water that otherwise meet the criteria in this definition, and areas created by irrigation-related activities from agriculture and ranching. However, wetlands may include those artificial wetlands intentionally created from non-wetland areas created for the purpose of mitigating conversion of wetland, if permitted by the County.

B. Abbreviations

AASHTO means American Association of State Highway and

Transportation Officials CDOT means Colorado Department of

Transportation

FHWA means Federal

Highway Administration

HUTF means Highway Users

Tax Fund

ITE means Institute of Traffic Engineers

EXHIBIT A

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT
SCHEDULE OF FEES

Adopted separately by the Gunnison County Board of Commissioners January, 2025~~March 6, 2018~~

ALL FEES DUE IMMEDIATELY

~~Maps~~

~~County Maintained/Plowed Roads (set of 3) $ 30.00~~

~~Publications~~

~~Gunnison County Standards and Specifications for New Road & Bridge Construction $ 15.00 Postage if mailed $ 5.00~~

~~Public Works Fees~~ ~~All Fees Must be Paid in Advance.~~

Access Permit:

~~$250~~500.00

Review of existing access or modified site plan $100.00 / ~~occurence~~occurrence

Driveways up to 150 feet $788.00

Driveways from 150 feet up to 600 feet $1,062.00

Driveways over 600 feet $1,687.00

Final r~~Final Rr~~e-inspection fee~~(per re-inspection)~~ $500.00

Reclamation Permit ~~(within sage grouse habitat)~~ $~~670.00~~250

~~75~~150.00 Under ~~Over 10~~5,000 square feet of ~~total ground disturbance~~

Reclamation Permit Bonding (~~in or~~ Deposit~~out of sage grouse habitat~~) - Refundable ~~$150~~252500.00

Initial 10,000 square feet of disturbance $1,500.00~~At or above 10,000 square feet of total ground~~

Each additional 1,000 square feet $200.00~~disturbance~~

~~Reclamation Permit Bonding Amounts~~

~~Initial 10,000 square feet of ground disturbance~~Base Rate ~~$500.00 Each additional 1,000 square feet of ground~~

~~disturbance~~	~~$100.00~~
Special Transport Permit (Oversize/Overweight)	
Single Trip Permit	$30.00 - $125.00 plus $10 per axle ~~f~~for overweight
Annual Permit	$250.00 - $650.00
Revocable ~~Right-of-Way~~Rights-of-way Permit	$~~100~~274~~500~~.00
Utility ~~Surface Alteration~~ Permit $2,500.00 security	~~$ 50~~150.00 ~~or 5%~~ $817.00 + ~~depoosit~~deposit for fist 500 feet + $5.00 / linear foot after~~of financial security (Financial Security is required/calculated per project)~~ ~~Underground Utility Construction Permit (Road Cut) $ 50~~150.00 ~~(Financial Security is required/calculated by road type)~~
Final re-inspection fee	$500.00 / occurrence
Vacation of a Street or Alley	$1,524.00
~~Administrative Cost~~	~~$500.00~~
~~Advertising of Legal Notice~~	~~Actual cost of advertising Certified/RRR Mailing (if done by County)~~ ~~Actual cost of mailing$250.00 plus the actual cost of the mailing~~
Waiver of Standards ~~(Decision by the BOCC)~~	$300.00 / occurrence~~requiring a~~
Stop Work Order Fee	$703.00 / violation + any hourly violation fees incurred**
Violation Hourly Rate	$200.00**

**** Additional cost of office materials, advertising, postage, or staff time will be extra**
Fees adjust accordingly every year based on CPI

~~Administrative Cost~~	~~$500.00~~
~~Advertising of Legal Notice~~	~~Actual cost of advertising~~
~~Waiver of Standards requiring a (Decision by Public Works Director)~~	
~~Administrative Cost~~	~~$100~~175~~.00 - if a site visit is required~~

~~FIGURE 4-1~~

~~FIGURE 4-2~~

~~FIGURE 4-3~~

FIGURE 4-41

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TABLE 3-1

SUMMARY OF ROAD WAY DESIGN ELEMENTS

Functional~~FUNCTIONAL Classification~~	Average Daily Traffic~~AVERAGE DAILY TRAFFIC~~	Minimum Right-of-Way Width~~MINIMUM RIGHT OF WAYRIGHTS-OF-WAY WIDTH~~	Rights-of-Way Width High-Snow~~RIGHT OF WAYRIGHTS-OF-WAY WIDTH HIGH-SNOW~~	# of Lanes~~# OF LANES~~	Lane Width~~LANE WIDTH~~	Shoulder Width Each Side~~SHOULDER WIDTH EACH SIDE~~	Curb & Gutter Ped. Path~~CURB & GUTTER PED. PATH~~
Major Arterial (Paved)	3000+	100’	~~100’~~120’	2-3	12’	4’	2’/5’ (Optional)
Suburban Com/Ind Collector (Paved or Gravel)	0-500	60’	~~80’~~100’	2	12’	4’	2’/0’ (Optional)
Suburban Lane (Paved or Gravel)	13-~~55~~00	60’	~~80’~~100’	2	~~12’~~10’	~~4’~~2’	
Rural Arterial (Paved)	1000-2999	80’	100’	2	~~12’~~11’	2~~4~~’	2’/0’ (Optional)
Rural Collector (Paved)	500-999	60’	80’	2	~~12’~~11’	~~3’~~2’	
Rural Local (Gravel/Paved)	200-499	60’	80’	2	~~12’~~10’	~~3’~~2’	
Rural Lane (Gravel)	~~91~~30-199	60’	80’	2	~~11’~~10’	~~2’~~1’	
Local Intermittent *(Native/Gravel)	13-90	~~60’40~~60’	80’	~~1~~2	~~16’~~8’	0’	
Primitive Recreation Road	N/A	~~20’~~40	~~N/A~~40’	1	8-16’	0’	

* Single lane roads with turnouts used for low volume traffic. Turnouts shall be inter~~visable~~visible

~~Right-of-way~~Rights-of-way width – Snow requirements based on snow load maps in Gunnison County ~~Building Inspector's Office~~High-Snow areas are when the Design Ground Snow Load is equal to or greater than 90 pounds per square foot for adjacent properties as determined by the building department, using the Structural Engineers Association of Colorado, Colorado Ground Snow Map.

TABLE 4-1

MINIMUM CURVE RADIUS FOR DESIGN SPEED ON LOCAL ROAD AND LANES

(without superelevation)

e + f = 0.0'67v'

v	e	f	Radius R
15	0	.19	80
20	0	.18	150
25	0	.17	250
30	0	.16	375

e – superelevation
f – side friction factor
V – design speed
R – curve radius

TABLE 4-2

MINIMUM CURVE RADIUS FOR SEDESAIGNDESIGN SPEED ON COLLECTORS, MINOR ARTERIALS AND PRINCIPAL ARTERIALS

Design Speed v	e Max	f Max	R Min	e Max	f Max	R Min	e Max	f Max	R Min
40	.04	.15	561	.06	.15	508	.08	.15	464
50	.04	.14	926	.06	.14	833	.08	.14	758
60	.04	.13	1412	.06	.13	1263	.08	.13	1143

TABLE 4-3

MAXIMUM SUPERELEVATION RATES

Road Type	Rural	Urban
Principal Arterial	.08	.06
Minor Arterial	.08	.06
Collector	.06	.06
ResidentailResidential Sub Collector	.06	.04

TABLE 4-4

SIDE FRICTION FACTORS FOR DESIGN SPEED

v	f
15	.19
20	.18

~~25~~	~~.17~~
~~30~~	~~.16~~
~~40~~	~~.15~~
~~60~~	~~.13~~

TABLE 4-5

CUT AND FILL SLOPES

Height	Cut Slopes	Fill Slopes
0-5 feet	3:1 1/2:1	2:1 1 ½:1
5-10 feet	2:1 1 ½:1	1 1/2:1
10-15 feet	1 1/2:1	1 1/2:1
Above 15 feet	1:1	1 1/2:1

TABLE 4-6

SUMMARY OF DRIVEWAYACCESS DESIGN ELEMENTS

TYPE OF ACCESS (driveway)	# OF LANES	LANE WIDTH
1. **Residential**	1	16 feet
2. **Agricultural**	1	16 feet
3. **Commercial**	2	11 feet
4. **Industrial**	2	11 feet

TABLE 4-7

INTERSECTION SIGHT DISTANCE

*Vehicle expected to enter or cross highway	Sight Distance is given in feet per 10 mph of posted speed limit	
	2 Lane	4 Lane
Passenger Car	100	120
Single Unit Truck	130	150
Multi-Unit Trucks	170	200

TABLES 4-1 THROUGH 4-7 WERE MOVED TO THE BODY OF THIS DOCUMENT WHERE APPLICABLE

TABLE 4-8

PAVEMENT DESIGN REGIONAL FACTOR

Annual Precipitation

~~Over 34”~~	~~1.00~~
~~24” – 34”~~	~~0.50~~
18” – 23”	0.00
14” – 17”	-0.25
Less than 14”	-0.50

Elevation

Over 9500	1.50
8500 – 9500	1.00
7500 – 8500	0.50
Less than 6500	0.25

Drainage

*Very Poor	1.00
Poor	0.50
Fair	0.25
Good	-0.25

* High groundwater table

Frost

**Frost boils in area	3.00
**Frost susceptible soil, frost penetration over 28”	1.00
Frost susceptible soil, frost p~~P~~enetration under 28”	0.25

** Moisture available when subject to frost action

The Minimum Regional Factor shall be no less than 2.00.

Other conditions that may influence the choice of regional factors are:

~~(1)~~ 1. Elevation of the grade line, especially in swampy areas where the roadbed soils may be saturated for long time periods.

~~(2)~~2. Number of freezing and thawing cycles during winter and early spring.

~~(3)~~3. Steep grades with large volume of heavy trucks.

~~(4)~~4. Areas of concentrated turning and stopping movements, such as bus stops, etc.

TABLE 4-9

PAVEMENT DESIGN STRENGTH COEFFICIENTS

Component	Limiting Test Criteria	Coefficient
Plant Mix Seal		0.25
Hot Bituminous Pavement	Rt ≧95	0.44
" " "	Rt = 90-94	0.40
" " "	Rt = 87-89	0.35
" " "	Rt = 84-86	0.30
" " "	Rt ≦83	0.25
Road Mix Bituminous Pavement		0.20
Existing Bituminous Pavement		0.20 to 0.44
Plant Mix Bituminous Base	Rt ≧90	0.34
" " "	Rt = 85-89	0.30
" " "	Rt = 80-84	0.25
" " "	Rt ≦79	0.22
Aggregate Base Course [A.B.C.]	"R" ≧84	0.14
" " "	"R" = 78-83	0.12
" " "	"R" = 70-77	0.11
" " "	"R" ≦69	0.10
Emulsified Asphalt Treated A.B.C.	Rt ≧95	0.23
" " "	Rt = 90-94	0.20
" " "	Rt = 84-89	0.15
" " "	Rt ≦83	0.12
Cement Treated A.B.C.	7-day test ≧650 psi	0.23
" " "	7-day test = 400-649 psi	0.20
" " "	7-day test ≦399 psi	0.15
Hydrated Lime Treated A.B.C.	"R" = 84	0.14
" " " "	"R" = 78-83	0.12
Borrow Material		0.10 *

* Used only to determine a value of strength for layers of soil and/or borrow material which are located above the soil layer from which the soil support value of the subgrade is determined.

NOTE: The minimum strength coefficient for the Base Course on highways having a current ADT volume of 750 or greater shall be 0.12.

TABLE 4-10

PERMISSIBLE VELOCITIES FOR ROADSIDE DRAINAGE DITCHES

Roadside channels with erodible linings Major (earth; no vegetation):	**Minor and Design Storm**
Soil Type or Lining	Permissible velocity (fps)
Fine sand (~~noncolliodal~~noncolloidal)	2.5
Sandy loam (noncolloidal)	2.5
Silt loam (noncolloidal)	3.0
Ordinary firm loam	3.5
Fine gravel	5.0
Stiff clay (very colloidal)	5.0
Graded, loam to cobbles (noncolloidal)	5.0
Graded, silt to cobbles (noncolloidal)	5.5
Alluvial silts (noncolloidal)	3.5
Alluvial silts (colloidal)	5.0
Coarse gravel (noncolloidal)	6.0
Cobbles and shingles	5.5
Shales and hard pans	6.0
Roadside channels, lines with various grass covers (uniform stand; well maintained)	
~~Cover~~Slope range~~Soils that are (%)~~Erosion~~Easily resistant~~eroded	
~~Bermuda grass~~	
~~Crested wheatgrass~~	
~~Buffalo grass~~0-5~~6.0~~5.0	
~~Kentucky bluegrass~~5-10~~5.0~~4.0	
~~Smooth brome~~Over 10~~4.0~~3.0	
~~Blue grama~~	
~~Grass mixture~~0-5~~4.0~~3.0	
~~5-10~~3.0~~2.5~~	
~~Lispedeza~~Lesped~~eza sericea~~	
~~Weeping lovegrass Yellow bluestem~~	
~~Alfalfa~~0-5~~3.0~~2.0	
~~Crabgrass~~	
~~Common lespedeza~~	
~~Sudan grass~~	

LOW ELEVATION (< 8,500 FT)

Dry areas with well-drained (often more sandy or shallow) areas dominated by lower-growing sagebrush and sparse vegetation. Low amounts of flowers and moderate levels of bare soil.

Area examples: Antelope Hills, Parlin, Doyleville, Hartman Rocks.

Seed Mix: Sheep Fescue-1, Sandberg Bluegrass-1, Western Wheatgrass-4 (Totaling 6 lbs/acre). May add Indian Ricegrass and Bottlebrush Squirreltail.

Use crested wheatgrass in areas where other species are not taking.

MID ELEVATION (8,500-9,500 FT)

Slightly higher in elevation, but still dominated by sagebrush. More robust grass cover and a moderate diversity of flowers. Areas will have snowberry interspersed throughout, indicating a slightly higher moisture regime. Soils are deep (greater than 3 ft).

Area examples: Mid-Ohio Creek, Powderhorn.

Seed Mix: Western Wheatgrass-4, Sandberg Bluegrass-1, Indian Ricegrass-3, Squirreltail-1 (Totaling 9 lbs per acre).

HIGH ELEVATION (9,000-10,000 FT)

Areas where sagebrush is still dominant, but where pockets of aspen begin to come in. Grasses & flowers are prevalent, and bare ground is very low. The soil is deep and dark, but still well-drained.

Area examples: Arrowhead, CB South, Upper Ohio Creek, Crested Butte

Seed Mix: Western Wheatgrass 36%, Slender Wheatgrass 55%, Canby Bluegrass 9% (Totaling 11 lbs/acre)

~~**NEEDS EDITED BY JASON EVANKO**~~

TABLE 5-1

COMPACTION REQUIREMENTS

A. Minimum Requirements for Compaction of Embankments and Subgrades~~MINIMUM REQUIREMENTS FOR COMPACTION OF EMBANKMENTS AND SUBGRADES~~

Density, Percent of AASHTO Standard T-99 Embankments

~~Embankments~~

Class of Soil (ASSHTO M145)	Under 50 ft(a) High	50 ft & Over	Subgrade
A-1, A-3	95	95	100
A-2-4, A-2-5	95	95	100
A-2-6, A-2-7	95	(b)	95
A-4, A-5, A-6, A-7	95	(b)	95

(a) 1 ft = 0.3048 m.

(b) Use of these materials requires special attention to design and ~~construction, and~~construction and shall be specified by the design engineer and approved by the County Public Works Department.

B. Minimum Requirements for Compactions of Utility Trenches~~MINIMUM REQUIREMENTS FOR COMPACTIONS OF UTILITY TRENCHES~~

Material	Density Percent	AASHTO Standard.
Bedding Material	90%	T-99
Backfill	95%	T-99

TABLE 5-2

REQUIRED QUALITY CONTROL TESTS

Item	Type of Test	Minimum Test Frequency
Subgrade and Embankment	Moisture-Density Curve	1 per soil type
Compaction	In-Place Density	1/3, 400 sq.ft./lift*
Aggregate Base Course or Subbase Course	Gradation	1/1,000 ton or fraction thereof on each class
	Moisture-Density Curve	1/source on each class
	In-Place Density	1/200 ton*
Hot Bituminous Pavement	Asphalt Content	1/500 tons or 2 per project whichever is the lesser
	Gradation	Aggregate-minimum of 2/source
Sidewalks and Curbing (Concrete)	Compressive Strength	1 set cylinders (4) per 1,000 sq. yds. Of sidewalks and/or 2,000 In. ft. of curbing, minimum 1 set per project
	Slump & Air Content	1 per set of cylinders and as often as needed for quality control
Utility Trench Backfill	In-Place Density	1/400 In. ft. of trench; or 1/branch of section if <400 ft. ½ ft. vertical lift of backfill material (First test ≤ 2 ft. above the pipe, last test at pavement subgrade or 6 in. below ground surface on unpaved areas)
Manholes/Structures Compaction	In-Place Density	1/structure per 2 ft. vertical lift

***Failing areas are to be retested**

All testing shall be done in accordance with the most recent edition of AASHTO Test Standards.

GUNNISON COUNTY
STANDARDS AND SPECIFICATIONS
FOR
ROADS AND BRIDGES

Adopted October 22, 1991
Amended March 2, 1993
Amended May 28, 1996
Amended June 3, 1997
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SECTION 1

GENERAL PROVISIONS

1.1 Title

This document (as it may be amended by the Board of County Commissioners) shall be known as the "Gunnison County Standards and Specifications for Roads and Bridges" and will be referred to herein as "these Standards and Specifications."

1.2 Purpose

The purpose of these Standards and Specifications is to provide for the uniform planning, design, construction, maintenance, and permitting of roads and related facilities and/or improvements to roads and related facilities in Gunnison County, and further, to provide for the administration of the Gunnison County Road System and other roads under the jurisdiction of Gunnison County in a manner consistent with applicable federal, state and local statutes, ordinances and regulations. These Standards and Specifications identify the minimum standard or specification necessary to achieve public safety, functional effectiveness, ease of maintenance, pleasing appearance, and to address environmental concerns.

1.3 Permit Required

Unless otherwise expressly excepted by these Standards and Specifications, no person shall engage in, cause or allow any construction of, or work on, in, or over any road under the jurisdiction of Gunnison County or approved by Gunnison County unless that person has first obtained each appropriate permit required by Gunnison County. If such activity has begun before issuance of such permit(s), no permit shall be issued until the applicant ceases the activity, remedies any damage caused, and complies with all enforcement actions taken by Gunnison County. The following permits are required as appropriate according to the anticipated work:

A. Rights-of-way Work Permit (see Section 7.3)

B. Access Permit (see Section 7.4)

C. Oversize/Overweight Permits (see Section 7.5)

D. Snow Management Permit (see Section 7.6)

E. Rights-of-way Encroachment Permit (see Section 7.7)

F. Parking Permit

G. Reclamation Permit for Revegetation and Noxious Weed Control

H. Any permit required by any governmental or other agency that applies to the work in question.

In order to compensate the County for the cost of reviewing and processing permits, each applicant shall pay the fees, as shown in a schedule of fees charged for permits issued by the Public Works Department, adopted and amended from time to time by the Board. The fee schedule (Exhibit A) is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.

1.4 Scope and Application

These Standards and Specifications apply to County, public, and private roads, accesses and trails within the jurisdiction of Gunnison County.

1.5 Partial Exemptions

The following are partially exempt from the requirements of these Standards and Specifications:

A. Agricultural (as defined by the Gunnison County Land Use Resolution in Section 2-102) roads are exempt from these Standards and Specifications except that they require access permits as set forth herein. (see Section 4.5 and Section 7.4) Residential accesses to agricultural operations are not exempt from these Standards and Specifications.

1.6 Authority

It is the intent of the Board in adopting and enforcing these Standards and Specifications to fully exercise all authority and power conferred on it by, and to rely on, Colorado law including but not limited to C.R.S. 43-1-101 et. seq., 43-2- 101 et. seq. and 30-11-107 (1)(h); 30-15-401.

C.R.S. Title 42, Article 4 authorizes the Board to regulate traffic on County roads and public roads under County jurisdiction. C.R.S. Title 42, Article, 4, and Title 43, Article 2 also authorizes local governments to regulate vehicular access to or from any public highway under their respective jurisdiction to or from property adjoining such highway in order to protect the public health, safety and welfare, to maintain smooth traffic flow, to maintain highway rights-of-way and to protect the functional levels of public highways. Colorado law, including but not limited to C.R.S. Sections 43-5-301 et. seq. prohibits anyone from obstructing a highway. The Board , the Public Works Director, or the Public Work's Director's designee, is authorized to interpret and enforce these standards.

1.7 Amendments

These Standards and Specifications, may be amended, or repealed, in whole or in part, by the Board.

1.8 Severability

If any section, clause, provision, or portion of these Standards and Specifications should be found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such determination shall not affect the validity of these Standards and Specifications as a whole or

any part of these Standards and Specifications other than the part determined to be unconstitutional or invalid. Nor will such a finding affect the validity of any permit previously issued, financial security previously accepted, or action previously taken by the County, except as specifically adjudicated by a court of competent jurisdiction.

1.9 Waiver

A. No waiver of these Standards and Specifications shall be valid unless approved as set forth in this section.

B. Only the Board may approve a waiver of these Standards and Specifications, except that the Director of Public Works has authority to waive these Standards and Specifications for an access or for a minor extension of an existing road; though the Director may refer any such waivers to the Board. The Board or the Director of Public Works may place special conditions on the approval of a waiver. Such conditions may include but are not necessarily limited to:

1. Seasonality of use;
2. Number of structures;
3. Size of structures;
4. Type of use;
5. Geography;
6. Existence or installation of public utilities; and
7. Risk to emergency services personnel.

C. All waivers shall be project specific and shall not establish a precedent for any other proposed waiver.

D. No waiver shall be granted:

1. Unless and until all related fees and costs have been paid to Gunnison County.

2. If the applicant is in violation of any Gunnison County rule or regulation, including but not limited to the Gunnison County Building Code, the Gunnison County Onsite Wastewater Treatment System regulations, and the Gunnison County Land Use Resolution.

E. A request for a waiver must be applied for in writing and identify the following:

1. The name, address and telephone number of the applicant;

2. Identification of the subject property, proposed site improvements, expected use, and public road access point;

3. A specific description of the requested waiver (including relevant information and proposed access construction plans);

4. A detailed explanation of why the proposed waiver is warranted by site specific conditions which create an unusual aspect or feature not shared by property in general; and

5. A detailed explanation of why the proposed waiver:

    a. Would not adversely affect the safe, efficient and orderly movement of motorized and non-motorized traffic;

    b. Would not adversely affect health or safety;

    c. Would not cause substantial injury to the owner or occupant of adjacent land(s);

    d. Would not cause substantial injury to the environment; and

    e. Would provide the functional intent of these Standards and Specifications.

6. Any other information required by the Board or Director of Public Works (e.g. physical survey, engineered plans).

F. The determination of whether an application is complete lies within the sole discretion of the Director of Public Works.

G. No public meeting is required for a determination of a waiver by the Director of Public Works, except that the applicant for such waiver may appeal the Director's determination to the Board by submitting a written appeal to the Director within fourteen (14) days of the Director's decision. The Board may accept or decline to hear such appeal at its discretion. Should it accept such appeal, the Board will decide the application for waiver *de novo* under the procedures set forth in Paragraphs ____ through _____.

H. After receipt by the Board of a complete application for waiver or an appeal set forth in Paragraph 1.9 F, the Board shall set a date, time and place for a public meeting on that petition. The applicant shall publish, at a minimum, notice of such meeting once a week, for the two consecutive weeks immediately before the meeting. The applicant for the waiver must notify all property owners adjacent to the property on which the waiver applies no later than fourteen days before the meeting, by mailing to each of them, by certified mail, return receipt requested, a complete copy of the request for a waiver and a copy of the notice of the public meeting; the applicant must provide proof of such notification to the Director of Public Works at least seven days prior to the public meeting.

I. The Board, or if applicable, the Director of Public Works, may grant a waiver in its

discretion pursuant to this Section. In deciding whether to grant a waiver, the Board or the Director of Public Works should consider the following factors:

1. The waiver is warranted by site specific conditions which create an unusual aspect or feature not a shared by property in general;

2. The waiver will not adversely affect the safe, efficient and orderly movement of motorized and non-motorized traffic;

3. The waiver will not adversely affect public, health, safety or welfare;

4. The waiver will not cause substantial injury to the owner or occupant of adjacent land(s);

5. The waiver will not cause substantial injury to the environment;

6. The waiver is not otherwise prohibited by or inconsistent with any other Gunnison County rule or regulation, including but not limited to the Gunnison County building code, the Gunnison County Onsite Wastewater Treatment System regulations, and the Gunnison County Land Use Resolution; and

7. Granting the waiver would be consistent with the purpose and spirit of these Standards and Specifications.

J. The Board may deny a waiver orally but shall state on the record its findings under Paragraph I above. The Board may grant a waiver only through written instrument, which shall be duly recorded with the Gunnison County Clerk and Recorder and in the chain of title for the property(ies) on which the waiver applies. Any costs of recording shall be borne solely by the applicant. Such approval shall include the findings of the Board under Paragraph I above and any conditions imposed pursuant to Paragraph I above.

K. The Public Works Director shall grant or deny a waiver application in writing, setting forth the Director's finding for grant or denial of a waiver under Paragraph G above and, if granted, any condition imposed. The written statement of the Public Works Director granting a waiver shall be provided to the applicant, who shall record such statement in the chain of title for the property(ies) on which the waiver applies.

L. An application for a waiver may be considered concurrently with other applications under the Gunnison County Land Use Resolution unless the Public Works Director concludes in their discretion that there is or will be significant public concern, in which case the waiver shall be considered first.

M. The applicant must prepay the cost of processing the waiver application as identified in the Schedule of Fees (Exhibit A).

SECTION 2

ADMINISTRATION

2.1 Road Systems

The road system in Gunnison County consists of federal highways, state highways, county roads, city streets and alleys, town streets and alleys, other public roads and private roads, lanes, accesses, and trails over 50 inches wide or trails that intersect with other roads lanes accesses or trails covered by this document. The defined road system does not indicate acceptance of any road by the County. Acceptance of a road for County maintenance requires affirmative action by resolution by the Board.

A. The Colorado State Highway System

1. The Colorado State Highway System in Gunnison County is administered by the Colorado Department of Transportation under the direction of the Executive Director and the State Highway Commission. The Colorado Department of Transportation has full responsibility for the construction and maintenance of all Colorado state highways within the unincorporated areas of Gunnison County. Within incorporated areas, maintenance responsibilities may be assumed by a municipality under a maintenance agreement. The placement of traffic control signs on all County roads at an intersection with a state highway is under the jurisdiction of the Colorado Department of Transportation.

2. Access to the Colorado State Highway System in Gunnison County is administered by the Colorado Department of Transportation through the State Highway Access Code, any access control plan adopted by the Board, and/or other applicable regulations.

3. **NOTE:** The portion of the access from the edge of CDOT rights-of-way to the building footprint must comply with the access requirements in Section 4.5 and Section 7.4.

4. Planning for state highways is conducted by the Colorado Department of Transportation in cooperation with the county, local municipalities, and other agencies.

B. The County Road System

The State of Colorado, by statute, authorizes the Board to administer the County Road System, including but not limited to planning, design, construction, maintenance, and traffic regulation of County, public, and private roads under County jurisdiction.

1. The Gunnison County Road Map

   Pursuant to C.R.S. Section 43-2-110(1)(a), a Gunnison County Road Maintenance Map has been adopted by the Board of County Commissioners. This map shall be

updated periodically to reflect additions, deletions, and alterations to the primary road system in the County. Copies of the County Road Map shall be available online. (See Exhibit A). Nothing in these Standards shall be construed as the Board of County Commissioners assuming responsibility for any road not expressly and unambiguously displayed on the County Road Map as a numbered primary County road.

2. Road Administration

The Board shall determine the standards, policies, practices and priorities of the County as to County roads and public and private roads under County jurisdiction. The Board shall develop planning, design and construction standards, and regulate, inspect and enforce activity conducted pursuant to such standards.

a. At the Board's discretion and subject to available manpower and resources, the County Public Works Department is responsible for the maintenance, repair, and improvement of certain designated County roads and bridges, and the inspection and regulation of utilities and access points in County rights-of-way.

b. County Maintenance. Consistent with applicable law, Gunnison County shall maintain or contract for maintenance of all roads for which the County receives gas tax monies pursuant to Highway User Tax Fund reporting. Nothing in these Standards and Specifications creates or shall be construed to create any specific obligation of Gunnison County to maintain, or to allow private maintenance of, any road or portion of a road; the location, quantity, quality, and frequency of such maintenance shall be in the sole discretion of the Board.

c. County Snowplowing. Nothing in these Standards and Specifications or any prior policy or practice of Gunnison County creates or shall be construed to create any obligation of Gunnison County to snowplow, or to allow private snowplowing, of any road or portion of a road; the location, quantity, quality, and frequency of such snowplowing shall be in the sole discretion of the Board.

3. Nothing in these Standards and Specifications shall be construed to apply to the County Road System except 1) to the extent required by other law or regulation, and 2) as expressly provided in these Standards and Specifications.

C. Municipal Streets

Each municipality in the County should have a street system that consists of streets open to and used by the public.

D. Mixed Jurisdiction

Situations arise in which both the County and a municipality or other government entity have ownership and/or jurisdiction over portions of the same road (e.g., a municipality annexes to the centerline of a County road.) The standards applicable in each such situation shall be determined on a case-by-case basis by the governing authorities and shall be reduced to a binding written instrument. To reduce jurisdictional problems, municipalities shall annex full width roads when annexing areas. Absent express direction from the Board or pursuant to a duly executed intergovernmental agreement, Gunnison County will not normally assume the financial or operational responsibility of winter or summer maintenance of any road or portion of road within the jurisdiction or service area of any other federal, state or local government entity, including but not limited to special districts, municipalities, the United States Forest Service, the Bureau of Land Management, the National Park Service, the Colorado Department of Transportation, the Colorado State Lands Board, and counties adjacent to Gunnison County.

E. Other Public Roads

Colorado Revised Statues, C.R.S., Section 43-2-201, as amended, determines what are public roads or highways in Colorado. Public roads are not County roads except as provided by Section 2.1.2(A) of these Standards. Public roads shall comply with these standards and specifications in order to provide predictable, consistent, and safe roads for users. In order to provide predictable, consistent and safe roads, public roads must comply with the Manual for Uniform Traffic Control Devices for all road signage.

F. Private Roads

Gunnison County assumes no maintenance responsibility on private roads, and does not regulate utilities on private roads. The use of the private roads for emergency services, postal delivery, or school transport shall be arranged by the owner with the appropriate governmental entity. Private roads shall comply with these standards and specifications in order to provide predictable, consistent, and safe roads for users. In order to provide predictable, consistent and safe roads, private roads must comply with the Manual for Uniform Traffic Control Devices for all road signage.

2.2 County System Regulations

A. Traffic Control Devices

No person shall install a traffic control device on a County road or public road under County jurisdiction without prior written permission from Gunnison County; all traffic control devices installed on County roads or public roads under County jurisdiction shall conform to the latest edition of the Manual on Uniform Traffic Control Devices, published by U.S. Department of Transportation, Federal Highway Administration, as edited and accepted by the State of Colorado, and as amended. Said manuals will be available for review at the County Public Works Department. The County Public Works Department may conduct accident studies, traffic analysis, traffic control studies, or any other engineering studies required by state law or by the Manual on Uniform Traffic Control Devices which are prerequisite for the installation of

traffic control devices on roads. The cost of obtaining such information shall be borne in whole or in part by the project proponent as reasonably determined by the Director of Public Works.

If the need for such device is caused by traffic resulting from a development as demonstrated by a traffic study, the cost shall of such device and such study be borne in whole or in part by the project proponent, except where the project proponent is the County, in which case such study and such device are not required by these Standards and Specifications (though such device may be required by state or federal law or regulation).

B. Cooperation with Other Entities

To the extent reasonably practicable, the County Public Works Department, and other officials of Gunnison County, should seek the cooperation of law enforcement officials and federal, state and local governments in administering the provisions of these Standards and Specifications, and in developing ways and means to improve traffic conditions.

2.3 Enforcement

These Standards and Specifications shall be enforced in accordance with the requirements of Federal and Colorado law and as provided herein. Each enforcement remedy can be invoked by Gunnison County independently or in conjunction with any or all of the other enforcement remedies. The Director of Public Works and their designees are each individually and collectively charged with and authorized to enforce all the requirements of these Standards and Specifications.

A. Notification To Correct Violation

When a County official, employee, agent or attorney charged with enforcement of these Standards and Specifications has reasonable cause to believe that any activity is being conducted or any condition exists which is contrary to or in violation of these Standards and Specifications, or any permit issued pursuant to them, the Director shall give written notice to the responsible person. The notification shall state which requirements are being violated, shall state the conditions that are to be satisfied for compliance, and shall state that the violator shall correct the violation within thirty (30) days, or sooner, of receipt of the notification, unless otherwise determined by the Director. Such written notification is cumulative to, and not a prerequisite to, any other enforcement remedies available to Gunnison County. The Director shall issue a written compliance letter only if the activity or condition that is the basis for the notice has been remedied and any required reclamation work completed.

B. Stop Order

When a person charged with enforcement of these Standards and Specifications has reasonable cause to believe that any activity is being conducted or any condition exists which is contrary to or in violation of these Standards and Specifications or any permit issued pursuant to them, the Director may, by written notice ("Stop Order") order the activity stopped, and/or condition remedied immediately or by a time certain. The stop order shall be served by delivering it or mailing it certified mail, return receipt requested, to any person engaged in the activity or

responsible for the condition. The stop order shall be complied with by all persons, departments, agencies, or others. The stop order applies to all work, permits, reviews, or other situations covered by these Standards and Specifications or County Land Use resolution for all properties under the ownership or control of the person, persons, or group covered by the stop order. The stop order shall remain in effect until the Director determines that the activity or condition that is the basis for the stop order has been remedied, and the Director issues a written compliance letter only if the activity or condition that is the basis for the notice has been remedied and any reclamation work completed. The issuance of a stop order is cumulative to, and not a prerequisite to, any other enforcement remedies available to Gunnison County.

C. Suspension or Revocation of Permit

When a person charged with enforcement of these Standards and Specifications has reasonable cause to believe that any activity is being conducted or any condition exists which is contrary to or in violation of these Standards and Specifications or any permit issued pursuant to them, such person may request, and upon such request the Board shall schedule a hearing to determine whether any relevant permit shall be suspended or revoked. The Board shall give written notice of the hearing to the holder of the permit by mailing notice by electronic mail, if available, and certified mail, return receipt requested at the last known address, postmarked at least fourteen (14) days before the hearing. The notice shall contain a summary of the grounds for the potential suspension or revocation. The permit holder shall provide to the Board, to the County Attorney and to the Director at least seven (7) days before the hearing a written response to the foregoing summary. At the hearing, the person(s) charged with enforcement of these Standards and Specifications shall demonstrate, why the permit should be suspended or revoked. The permit holder or applicant shall be given an opportunity to be heard at such hearing and present evidence and testimony, but the Board may place reasonable limitations on the presentation of evidence or testimony by any party to the hearing. The Board shall suspend or revoke the permit if, after the close of the hearing, and based on credible evidence obtained at the hearing, either of the following findings is made by the Board:

1. The permit was issued in reliance on materially erroneous or misleading information from the applicant or his/her representative; or

2. Activity is being conducted or a condition exists that is a violation of these Standards and Specifications or a permit issued pursuant to them. Notification of the Board's decision shall be provided by the Director to the holder of the permit by certified mail, return receipt requested, within 7 days of the Board's decision. The suspension or revocation shall remain in effect until the Board determines that the activity or condition that is the basis of the suspension or revocation has been remedied and any required reclamation work completed, and the Board issues a written compliance order. The remedy of suspension or revocation is cumulative to, and not a prerequisite to, any other enforcement remedies available to the Board.

D. No Processing of Applications.

No permit application shall be processed or approved pursuant to these Standards and Specifications, and no Building permit or other permits shall be issued by Gunnison County, for any persons and any properties that are the subject of an active Notice of Violation, Stop Order, or Suspension Order issued by any County department. This enforcement remedy is cumulative to, and not a prerequisite to, any other enforcement remedies available to the Board.

E. Other Remedies

The Board may seek all civil, criminal and /or other legal or equitable remedies available to it for any violation of these Standards and Specifications, including but not limited to any fees associated with the investigation and prosecution of such violation as set forth in Appendix ___ to these Standards. Such remedies are cumulative to, and not a prerequisite to, any other enforcement remedies available to the Board.

F. Abatement and Reclamation

No compliance order shall be issued unless and until the activity or condition is abated and reclaimed to the satisfaction of the Director of Public Works at the cost of the violator; Gunnison County shall have the right to abate and reclaim the violation at the cost of the violator.

2.4 Inspection

The Director, or the Director's designee, to the fullest extent permitted by law, may inspect and examine the use, occupation, or development of, or activity in, each and every area or activity subject to these Standards and Specifications for the purpose of determining from time to time whether any use, occupation, development or activity is in violation of any of the provisions of these Standards and Specifications or of any permit issued or required pursuant to these Standards and Specifications. This includes, but is not necessarily limited to, any land use change as that term is defined in Section 3.2 of these Standards and Specifications. . The Director may refuse to accept or process any application for a permit under these Standards and Specifications if an applicant fails or refuses to allow the Director or Director's designee to inspect those portions of property or structures implicated by the permit application.

2.5 County Road System Additions and Improvements

A. By the County

To the fullest extent permitted by law, the Board may lay out, alter, restrict use of, close, or change any road in the County Road system under its jurisdiction, and acquire lands for County roads. The County Public Works Department has the primary responsibility for the planning, design, rights-of-way acquisition, construction, and inspection of all additions and improvements to the existing County Road System. Such activities will comply with these Standards and Specifications.

B. By Others

Any road proposed by other than the County to be added to the existing County Road System will ordinarily pass through multiple review steps (in writing): planning, acceptance of design, permitting, acceptance of rights-of-way dedication, construction, and inspection. As a final step, the Board may accept maintenance and/or plowing responsibilities for the road by duly adopted resolution. Such activities will comply with these Standards and Specifications.

C. Planning

The planning or layout of any road subject to these Standards and Specifications and any improvements to any existing roads subject to these Standards and Specifications shall be in accordance with Article III as it may be amended. If a road is created through the land use change process, all provisions of these Standards and Specifications and the Gunnison County Land Use Resolution shall be met.

D. Design

The design of any road subject to these Standards and Specifications and any improvements to any existing roads subject to these Standards and Specifications shall be in accordance with Article IV as it may be amended. Road and bridge plans and specifications shall be prepared by a Professional Engineer in accordance with these Standards and Specifications and shall be approved in writing by the Director of Public Works before any construction activity whatsoever commences. Any such written approval shall expire without further notice one year from the date it is issued. Any amendment or revision to a plan or specification, and any resubmission of a plan or specification must conform to the Standards and Specifications, as they exist at the time of the amendments, revision or resubmission.

E. Rights-of-way Dedication/Acceptance

Dedications of Rights-of-Way shall comply with standards in section 12-103 of the LUR.

2.6 Development Improvement Agreement Required

Development Improvement Agreements shall comply, to the fullest extent practicable, with Section 16-118 of the LUR, as amended, but the Director may depart from such standards in their discretion so long as such departure is consistent with these Standards and Specifications.

A. Vacant Land Access Permits may require a Development Improvement Agreement as a condition of issuance at the discretion of the Director . The Vacant Land Access Permit shall include the purpose and intended use of the access and parcel as part of the application.

2.7 Construction

Construction of County, public, and private roads under County jurisdiction and reconstruction of same shall conform to the provisions of Section 5 of these Standards and Specifications. Permits shall be obtained as per Section 7.

A. Inspection

Inspections and testing shall be performed to ensure compliance with these Standards and Specifications and any other requirements and conditions before any County Public Works Department recommendation is made to the Board for acceptance and/or release of a guarantee or financial security. Requirements for inspections and testing are found in Section5 - Construction Specifications; compliance is the sole responsibility of the developer or permittee.

2.8 Acceptance of Roads for Dedication to the County and for County Maintenance.

A. Dedication can be statutory or by written instrument at the sole discretion of the Board.

B. Conditions for new dedications are by written instrument. Any instrument of dedication must be on a County form and include language approved by the Gunnison County Attorney.

C. Requirements for acceptance include but are not limited to the following:

1. The road shall have been constructed in accordance with these Standards and Specifications.

2. Roads located within a 3-mile radius of an incorporated municipality should be paved before acceptance into the County Road System.

3. The Director of Public Works or their designee shall have completed final inspection and shall have approved the roads in accordance with Section 5of these Standards and Specifications and shall have provided a recommendation for or against to the Board.

4. The road and all associated appurtenances shall be in good repair, requiring no maintenance (except plowing for snow), improvements, or additions by the County at the time of acceptance.

5. The road must connect to another maintained County road, state highway, or municipal street of the same or higher functional classification.

6. A written request for acceptance of the road shall have been submitted to the County Public Works Department. The application shall have been submitted at least four (4) weeks before performance of the final inspection is requested. An application for acceptance will not be accepted by the Director of Public Works, nor will any inspection be performed when, in the sole discretion of the Director, weather conditions prohibit a complete inspection.

7. All required road signs and traffic control devices shall have been installed in accordance with the most current version of the Manual of Uniform Traffic Control Devices. Reflective signs showing road numbers or street names shall be installed to facilitate emergency services response prior to acceptance.

8. A guarantee of financial security shall have been submitted to the County in an amount determined by the Board to warrant the integrity of the road construction for two (2) years after the date of the acceptance by the County. In the sole discretion of the Board, such time period may be enlarged. An inspection by the County shall be conducted at the end of the time period. The obligations of the developer or permittee shall terminate only upon correction or repair by the developer or permittee of all deficiencies identified by such inspection.

9. All required subsurface utilities shall have been installed in the roadway prior to finishing subgrade. A Subsurface Utility Engineering Survey that meets state requirements shall be complete for all buried infrastructure. All subsurface utilities within the roadway profile shall have been installed prior to the road inspection.

10. All survey monuments that were in a roadway or a road rights-of-way shall have been reset by a surveyor licensed in the State of Colorado.

11. Trench compaction tests and results, as required in Article V of these Standards and Specifications and as required by any permit shall have been submitted to and approved by the Director of Public Works for all trenches within the road rights-of-way. Such tests and results shall have been submitted and approved prior to placement of any road base material whatsoever.

12. A reproducible 11" x 17" copy and/or digital copy of as-built drawings shall have been submitted to the Director of Public Works. The drawings shall accurately show all road construction details, utility, and lateral locations and depths, property boundaries and corners, and other pertinent information as required. Upon its submission to the Director, the copy shall become and remain the property of the County. The County reserves the right to require the submission of plans in any digital format.

13. Such other conditions as the Board deems necessary for public health, safety, or budget constraints shall have been satisfied. The Director of Public Works, in their sole discretion, shall assign the road a Level of Service rating.

D. Roadways through State and Federally Owned Lands. It may be to the benefit of the general public for the County to accept roads through state and federally owned land whether or not such roads meet these Standards and Specifications. Upon the receipt of a petition for acceptance of such roads into the County Road System, roads which fall into these classifications may be accepted into the County Road System by the Board pursuant to the waiver process set forth in Section 1.9.

2.9 Private Road Construction and Inspection

The construction, substantial improvement, or extension of a private road that is subject to the Gunnison County Land Use Resolution shall comply with the processes and procedures set forth herein

2.10 Deletions from the Road System

A. Abandonment

1. Abandoned State Highway

   When a portion of a state highway is relocated and, because of such relocation, a portion of the route as it existed before such relocation is, in the opinion of the State Transportation Commission, no longer necessary as a State Highway, such portion shall be considered as abandoned. An abandoned state highway or portion thereof shall become a county highway, upon the adoption of a resolution to that effect by the board of county commissioners of an affected county, or a city street, upon the adoption of an ordinance to that effect by the governing body of any affected municipality, within ninety days after the official notification of abandonment by the transportation commission. f in the written and recorded opinion of the Board, the portion of the road is not needed for a public purpose, the Board shall approve the title to it reverting to the owners of the land through which such abandoned portion may lie subject to the provisions of state law.

2. Abandoned County Roads

   A County road shall be abandoned only when a portion of the County Road System is relocated and because of such relocation a portion of the route as it existed before such relocation is, in the written and recorded opinion of the Board, or no longer needed for a public purpose; in such a case, such portion shall be considered as abandoned, and title to it shall revert to the owners of the land through which such abandoned portion may lie, subject to the provisions of state law.

3. Removal from the County Road System

   Consistent with CRS § 43-2-120, the Board may approve the removal of a road from the County Road system.

B . Policy and Procedures Regarding Vacation of County Road or Public Road Under County Jurisdiction

The purpose of this section is to establish standards and a uniform process by which the Board may act on request to vacate a County Road or public road or rights-of-way under county jurisdiction.

It is the intent of the Board in adopting this section to exercise the Board's authority

pursuant to, among other statutes, C.R.S. 43-2-301 et. seq. No person shall be deemed to have a right to vacation of a public road. The vacation of any particular road by the Board shall not be deemed precedent with regard to any future request for vacation of a road; nor shall this Section be deemed to create any rights, including property rights, in any person or individual.

The Board has discretion, but no obligation, to vacate all or a portion of a County Road or public road or rights-of-way under County jurisdiction. No such road shall be vacated so as to leave any parcel adjoining such road without any established public road connecting said parcel with another established public road or create impracticable barriers to access a parcel or right of way section.

1. The applicant for a vacation shall bear the burden to prove to the Board that the request meets the criteria of C.R.S. 43-2-301 et. seq., as amended, and these Standards and Specifications.

2. This wisdom of granting a vacation is a matter committed to the discretion of the Board and is not controlled by any one factor. In determining whether to grant a request to vacate all or a portion of a county road or public road under County jurisdiction, the Board of may consider one or more of the following criteria:

    a. The vacation would create demonstrable benefit to public health, safety or welfare and would not solely or exclusively benefit a single or small group of private landowners;

    b. The vacation meets any requirements of C.R.S. 43-2-301 et. seq., as amended;

    c. The Vacation is consistent with any comprehensive land use, corridor or master plan adopted by Gunnison County;

    d. The vacation would not unreasonably or unduly limit access from a public road to any public or private parcel.

    e. The vacation would not disrupt existing or anticipated travel modes;

    f. The proposed vacation accounts for any changed or anticipated conditions related to traffic or development patterns;

    g. The vacation would cause no adverse impact to the local ecosystem, wildlife, water or air quality, climate, soils, riparian areas, or noxious weed and invasive species management ;

    h. The vacation would not interfere with the existence, operation, control or maintenance of other County roads, other public roads under County jurisdiction, utilities, or access to public lands, water, or other public resources; and

    i. The vacation would not unduly or unreasonably interfere with access to persons or property for emergency response, law enforcement or first responder services.

Does not functionally remove right-of-way by reducing its width to a size that does not allow for reasonable use by the Public.

3. Application Process.

The applicant shall complete and file with the Director of Public Works an application in the form required by the Director.

a. At a minimum the request shall contain:

1. Applicant's name, address, email, and phone number.

2. Legal description from a licensed surveyor, f not a platted street or alley.

3. A narrative explaining the need for the vacation and its effects, covering the criteria listed in section 2.9.2.

4. Name, address, phone number for person or firm authorized to represent the applicant.

5. Map showing location of section to be vacated which also shows names and addresses of all owners of property adjacent to the section or street or alley to be vacated.

6. If any portion of the street or alley is within a subdivision, whether an active common interest community or not, or is adjacent to a subdivision lot, the applicant must provide the names and addresses of all property owners within the subdivision.

7. A Property Improvement Survey Plat by a Colorado licensed surveyor of affected properties and street rights-of-way prior to Board consideration. Applicant shall commit to a licensed surveyor placing monuments at the new property corner locations, should the vacation be approved. The County reserves the right to have this survey performed and bill the successful applicant the full cost of the work if not completed by the applicant.

b. The Director of Public Works will forward copies of all information to the pertinent County Departments and other agencies that may have an interest.

c. The applicant for the vacation shall notify all property owners adjacent to the road, and if the road is within a subdivision, all property owners within that subdivision, in writing on a form approved by the Director of Public Works, postmarked no later than thirty (30) days before the hearing, by mailing to each of them, by certified mail, return receipt requested, a complete copy of the request for a vacation and a copy of the notice of the public hearing; the applicant shall provide proof of such notification to the Director of Public Works at least seven (7) days prior to the public hearing.

d. As applicable, letters of consent to the vacation from utility providers and special

districts whose facilities are located in legal easements in or adjacent to the proposed vacation, and a copy of the easement agreements, if such agreements exist, shall be provided to the Director of Public works at least fourteen days prior to the public hearing. A precondition to granting any vacation shall be the granting and recording of perpetual easements for all existing and proposed utilities on the rights-of-way being vacated, should they not already exist.

e. A staff report based on information available will be prepared for the Board and included in the agenda documentation before the public hearing is held.

f. The applicant, at its sole expense, will prepare all proposed documentation if the street vacation is approved by the Board; such documentation shall be subject to review and approval by the County Attorney or their designee.

g. Any condition required by the Board shall be completed before the vacation is made effective.

h. The applicant for a vacation shall be required to prepay all estimated costs, including but not limited to administrative costs, costs of publication of legal notice of public hearing, travel time and cost of certified and regular mailings, pertinent to application whether or not the application is granted. The prepayment is not refundable. (See Exhibit A).

2.10 Road Name and/or Number Changes

A. Neither the name nor number of any road dedicated to public use or to the County may be changed except upon written application to and written approval by the Director of Public Works.

B. The applicant shall be responsible for all costs and expenses associated with establishing the new road number or name.

C. The name or number of a road within a recorded subdivision may be changed only after such application and approval by amending the final plat in compliance with the Gunnison County Land Use Resolution.

D. No road names or numbers shall be used which are generally deemed offensive, or will duplicate, or be readily confused with, the names of any existing street or road in Gunnison County. Emergency response agencies will have the opportunity to comment on all road name changes.

E. The County will be responsible for changing the applicable physical road number signs of any road accepted by the County as a County road. If the road name or number change is for a road that has not been accepted by the County as a County road, the applicant, homeowner's association, or the developer is responsible for changing the physical road name or number signs.

2.11 Snowplowing

Gunnison County shall not snowplow any road unless and until such road has been dedicated to the public use and accepted by the County as a County road, in writing, by the Board. It shall be in the sole discretion of the Board to determine which such roads so accepted will be plowed by the County. The plowing of County roads, not maintained in the winter by the County, shall be arranged through a written permit agreement and approved by the Board, except that the Director in their discretion may renew an existing snowplow permit without express approval of the Board as set forth in these Standards and Specifications.

A. Policy and Procedures for Requests for Gunnison County to Provide Snow Removal Services on County Roads.

1. The County shall not provide snow removal services on private, non-public roads. With regard to public roads, the decision on whether to provide snow removal services rests with the discretion of the County, as exercised by the Board. In deciding whether to cease snow removal on a public road, the Board should consider the public benefit of continued winter maintenance.

2. In addition to the requirements of the Gunnison County Land Use Resolution, Section 5-210, a request for the County to provide snow removal services on a County road**,** or public road under County jurisdiction, to an area not currently being served shall be submitted in written form to the Director of Public Works. The written request shall include at a minimum:

    a. The applicant(s)' name, address and telephone number.

    b. The name and number (if applicable) of the road requested to be plowed.

    c. A map designating the portion of the road to be plowed.

    d. The distance to be plowed.

    e. Description of the location where plowing is anticipated to terminate and the resulting turnaround for plowing equipment.

    f. Evidence that the road is a public road.

    g. Confirmation of any land use change associated with plowing request.

    h. Evidence of no significant adverse impact on wildlife, water and air quality, or the local ecosystem.

    i. A list of property owners benefiting from or affected by the proposed service.

    j. The reason the plowing is being requested.

3. All requests shall be submitted to the Director of Public Works before August 1 of the year when plowing is requested to begin. Requests received after August 1 will be considered as requests for the following winter season.

a. Upon receipt of the request, the Director of Public Works may require the applicant to provide information in addition to the subject matters contained in the written request. After receipt of the written request and any additional information, the Director or their designee shall conduct a site visit and prepare a report for the Board. The report shall address the following:

i. An assessment of the condition of the road including width, base drainage, fencing, etc.

ii. An evaluation and estimate of cost to bring the road up to a standard suitable for winter maintenance and plowing.

iii. A recommendation of the type of equipment that would be required to remove snow; the frequency, duration and extent of snowplowing, the amount of manpower and time involved and an estimate of cost.

iv. An assessment of safety considerations involved with the request.

v. A statement as to whether the road is a natural extension of an existing snowplow route.

vi. A statement of any general public benefit served by providing snow removal service.

vii. An assessment of any negative impact that might result from providing snow removal service.

viii. Any other criteria set by the board.

4. The written request to provide snow removal service together with the evaluation prepared by the Director of Public Works shall be submitted to the Board. Requests shall be considered in a public meeting of the Board. At its discretion, the Board may approve or deny the request for the County to plow the road. The Board may conditionally approve the request based on specific, written conditions.

5. The County shall exercise its appropriate, lawful authority to ensure compliance with this section. Should either the Director or the Board fail or refuse to comply with this section A, such failure or refusal shall not be deemed to create any right or interest in any person, including any right to appeal such failure or refusal. Nor shall any person be deemed to have a right to appeal any decision made under this section A.

B. County Policy and Procedures for Requests by Private Individuals to Plow a County Road or Public Road under County Jurisdiction

The purpose of this section is to outline the procedures and criteria by which the Board

will consider requests presented to perform private snow removal on County and public roads under County jurisdiction.

1. In order to facilitate the plowing of a road that might not otherwise be plowed, the Board may allow a private individual or company to remove snow from all or part of a County or public road under County jurisdiction.

    a. Private Plow Permits do not run with the land, and the issuance or denial of a private plow permit shall not be deemed to create any entitlement, property interest or right in the permittee or any other person.

    b. No person shall remove snow from a County road, or public road under County jurisdiction without first receiving permission from the Board and a Snow Removal Permit issued by the Director of Public Works.

2. If an applicant is requesting permission to plow a public road or a section of road beyond current snowplowed access, such applicant must obtain a Land Use Change Permit per section 11-110 of the Gunnison County Land Use Resolution. The first issuance of a permit is reviewed and approved by the Board. After the initial permit is obtained, the applicant will only need apply for the renewal of the permit from the Director of Public Works. If issued, the first permit issuance will be for a single season. The applicant shall be responsible to apply for renewal of a permit(s).

3. In addition to the requirements and process set forth in the Gunnison County Land Use Resolution, a permit for private snow removal on a County or public road shall comply with the requirements and procedures set forth in this section. The Public Works Director or the Board, in their discretion, may impose additional conditions on any permit issued under this section, and such additional conditions shall appear on the face of the permit issued by the Public Works Director.

4. A request to plow a County road, or public road under County jurisdiction, shall be made in writing to the Director of Public Works. The written request shall include at a minimum:

    a. The name and/or number of the road to be plowed.

    b. If less than the entire road, a map designating the portion of the road to be plowed.

    c. The distance in miles to be plowed privately.

    d. The type of equipment to be used to remove the snow.

    e. The name, address, and telephone number of the person(s) responsible for snow removal.

    f. The names and mailing addresses of property owners located along the proposed snow removal route.

    g. The reason the plowing is being requested.

h. The time period for which the permit is being requested.

5. Requests to provide snow removal must be submitted to the Director of Public Works no later than August 1 of the year when plowing is requested.

6. Upon receipt of the request, the Director of Public Works or designee shall conduct a site visit and prepare a report for the Board. The report shall address the following:

   a. An assessment of the condition of the road including width, base drainage, fencing, etc.

   b. An evaluation and estimate of cost to bring the road up to a standard suitable for winter maintenance and plowing.

   c. A recommendation of the type of equipment that would be required to remove snow; the frequency of plowing; and the duration of plowing.

   d. An assessment of safety considerations involved with the request.

   e. A statement of any general public benefit served by providing snow removal service.

   f. An assessment of any negative impact that might result from allowing snow removal service.

7. If the plowing is authorized by the Board, the Director of Public Works or designee and the person requesting permission to remove snow shall meet on-site to evaluate the condition of the road before plowing begins.

8. The County may require that reasonable improvements and repairs be made to the road that are necessary for public safety and to protect and preserve the road. Such improvements or repairs shall be made at the expense of the applicant unless otherwise agreed to by the County.

9. For the purposes of this section, snow removal work shall include:

   a. Removal of snow from all the traveled way, including sufficient turnouts for safe and efficient use of all emergency and other users.
   b. Leaving culvert inlets in a natural condition without snow or other material excessively plowed into them so that the drainage system will function normally.

10. Upon review of the plow request, the Board may request a bond, cash deposit, or other form of security acceptable to the County to secure performance according to this section. The amount of security required will be relative to the distance being plowed, and the surface of the road.

11. As a condition of any permit issued under this section, a permittee shall:

    a. Obtain and maintain insurance coverage in amount(s) the County deems necessary to protect the County from any and all claims related to the permittee's snow removal operations.

    b. Indemnify and hold harmless the County with regard to any and all claims related to the permittee's snow removal operations.

12. The foregoing may be waived by the Board in its discretion, but only after conferral with the County Attorney and for reasons stated on the record at a public meeting of the Board.

13. The applicant shall acknowledge in writing that they have read, understand and agrees to comply with the conditions set forth in this section and with the conditions of a permit if one is issued.

14. The County shall exercise its' appropriate, lawful authority to ensure compliance with this Snow Removal section.

15. Nothing in this section is, or shall be construed to be, an obligation of the County to allow the private snowplowing of all or part of any particular road.

16. The Board may reduce or remove plow services at its discretion with rationale provided in writing in a public meeting.

2.12 No Personal Liability

Any County official, employee or agent charged with enforcement of these Standards and Specifications who acts in good faith in the discharge of the duties required herein or by any permit, other pertinent law, ordinance or regulation shall not thereby be rendered personally liable for any damages that may accrue to any person or property as a result of an act or by any permit, omission to act in the discharge of these duties.

2.13 No County Liability

These Standards and Specifications do not make, and shall not be construed to make, Gunnison County or any of its officials, employees or agents responsible for or liable for any injury to person or property resulting from any action taken pursuant to these Standards and Specifications.

2.14 Responsibility Not Lessened

These Standards and Specifications do not, and shall not be construed to, relieve from or lessen or eliminate the responsibility of any person acting pursuant to a permit issued hereunder for any damages to person or property.

2.15 No Waiver of Governmental Immunity

Nothing in these Standards and Specifications is, or shall be construed to be, a waiver by Gunnison County, or any of its officials, employees or agents, of governmental immunity under the Colorado Governmental Immunity Act or otherwise.

SECTION 3

TRANSPORTATION PLANNING AND DEVELOPMENT POLICIES

3.1 Functional Classification of Roads

All roads in the Gunnison County Road System shall receive a functional classification from the Director. The functional classifications used in Gunnison County are: (Also See Table 3-1)

A. Major Arterial (Paved)
3,000+ ADT Residential, commercial, and recreational traffic - significant economic importance to County (example: Gothic Road)

B. Commercial/Industrial Collector (Paved or Gravel)
10 to 500 ADT Heavy duty traffic - significant economic importance to County (example: Landfill Road/Industrial Park Roads)

C. Suburban Lane (Paved or Gravel)
30 to 500 ADT Primarily residential traffic -- width needed for parking and other density factors (example: Panaview, Castle Mountain, Meridian Lake)

D. Rural Arterial (Paved)
1,000 to 2,999 ADT Residential, commercial and recreational traffic - significant economic importance to County (example: Gold Basin, Marble, Brush Creek, Cement Creek, and Taylor River)

E. Rural Collector (Paved)
500 to 999 ADT Primarily residential or recreational traffic, but some commercial (examples: Cottonwood, Washington Gulch, Slate River, Antelope, Kebler, and Lower Quartz Creek)

F. Rural Local (Paved or Gravel)
200 to 499 ADT Primarily residential, recreational, and ranching uses (examples: Powderhorn, Upper Quartz Creek, Kebler over the top, Brush Creek after Avion, and Gothic Road after Mt. Crested Butte)

G. Rural Lane (Gravel Road)
30 TO 199 ADT Primarily residential or agricultural use (examples: Little Cimarron, Pine Creek, Sap Mesa, and Steuben Creek)

H. Local Intermittent (Native surface/Gravel)
13 TO 90 ADT Primarily recreational, residential or commercial traffic (logging). May be joint jurisdiction, such as forest service and county and maintained by county under agreement. Can be access to National Forest and Bureau of Land Management lands. (Examples: Rainbow lake, Alpine Tunnel, Red Creek and Upper Taylor River above reservoir.)

I. Primitive Recreation (Native Surface)
No ADT Available - Limited and/or recreational use only

3.2 Land Use Changes – Applicability

FA land use change may require application of these Standards and Specifications. For purposes of these Standards and Specifications, "land use change" shall mean:

A. A land use change, as defined by the *Gunnison County Land Use Resolution*, that requires compliance with Section 12-103 of the *Gunnison County Land Use Resolution* is required; or

B. An activity or system that requires a permit under the applicable Gunnison County Building Code(s) or Gunnison County Onsite Wastewater Treatment System Regulations and:

1. Such permit(s) are for activities or systems on vacant land;
2. The activity or system requiring such permit(s) would encroach upon or substantively interfere with the use of any existing road, bridge or access to the property on which such activity or system is contemplated by such permit(s); or

3. Such activity or system presents a potential hazard to public health, safety, or welfare in relation to a road, bridge or access governed by these Standards or Specifications, as determined by the Director or their designee in their discretion.

3.3 Planning Principles

A. Basic factors in the design of a road system include:

1. Safety for both vehicular and pedestrian traffic.
2. Efficiency of Service for all users.
3. Livability, especially as affected by traffic elements in the circulation system.
4. Economy in both construction and use of land. Design should minimize maintenance costs and maximize ease of snow removal.
5. Environment design should minimize the impact of road construction on wildlife, plant species, water and air quality, erosion, soils, invasive plan species promulgation, and forest health to the extent feasible.

B. Each of the following principles is an elaboration on one or more of these four factors. The principles are not intended as absolute criteria, since instances may appear where certain principles conflict. Therefore, the principles should be used as guides to proper system layout.

1. Insure Vehicular and Pedestrian Access. Road widths, placement of sidewalks or pathways, patterns of roads, crosswalk installations, and number of intersections shall be related to safe and efficient use of the road and access to abutting lands.

2. Control Access to Arterials. Local road systems and land development patterns should not detract from the efficiency of peripheral arterial facilities. Ideally, land development should occur so that no parcels require direct access to arterial routes. The local flow of traffic should be managed with an internal traffic management plan. The number of access points between the local road system and the arterial system should be minimized. Intersections along arterial routes should be properly spaced for efficient and safe traffic flow. The roads that do intersect the arterial system will tend to have high traffic volumes since they are the only access points. The number of residential lots directly accessing collector roads should be minimized.

3. Discourage Speeding. Residential roads should be designed to discourage excessive vehicle speed through generally accepted traffic engineering methods.

4. Courts and Cul-de-Sacs. A road ending with a cul-de-sac should normally not be longer than six hundred (600) feet. All cul-de-sacs shall have a minimum radius of forty five (45) feet of maintained and plowed area as measured to the outside edge of the traveled surface and have defined and permanent snow storage locations with demonstrable drainage solutions.

C. Roads which do not connect or intersect with other roads shall have a turn around at the end of the road segment that meets the requirements of the local emergency agencies. A cul-de-sac that is being vacated shall be improved to the functional classification standard of the road which it serves if access is provided to dwellings or other structures. Turnarounds shall comply with any fire proception district requirements related to setbacks from flammable structures. (See Appendix E for Turnaround Standards.)

SECTION 4

DESIGN STANDARDS

4.1 Application of Design Standards

A. Minimum Standards

The standards set forth in this Article provide uniform minimum acceptable values. If it can be shown that an alternate design standard will provide an outcome equal to or better than the required minimum, then such alternate may be approved in the sole discretion of the Department and upon review and approval by the Director of plans submitted and signed by a professional engineer. Life cycle cost shall be considered in meeting minimum acceptable values.

4.2 Design Factors

A . Road Classification

Each road or trail or access as defined by the County proposed for construction or improvement shall receive, from the Director, a functional classification as defined in Section 3.1.

B . Projected Traffic Volumes

A traffic analysis is normally required to project future traffic volumes for roads. The most recent edition of the Institute of Transportation Engineers "Trip Generation Manual", shall be the County guideline where no detailed trip generation data is available. Traffic studies shall comply with the requirements of Section 12-103 of the LUR.

The Director of Public Works shall consult with the County Planning Director to determine whether a traffic analysis will be required. The traffic analysis will be done during the initial application phase of the development, and at the sole cost of the road developer.

C . Terrain Classification

For the purpose of these Standards and Specifications, the terrain in Gunnison County shall be classified in two categories:

1. Flat or Rolling Terrain. Average cross slope less than fifteen (15) percent and the ridges and draws are not well defined.

2. Mountainous Terrain. Average cross slope greater than fifteen (15) percent and the ridges and draws are steep and well defined.

D. Design Speed

The choice of a design speed is influenced primarily by the terrain classification, functional classification of the road, and land use. Design speeds will utilize the AASHTO Green Book and CDOT's Roadway Design Guide to justify said design speed. All speed limits shall comply with C.R.S. § 42-4-1101 and consider the following factors, if applicable:

A. Roadway environment (such as roadside development, number and frequency of driveways and access points, and land use), functional classification, public transit volume and location or frequency of stops, parking practices, and pedestrian and bicycle facilities and activity;

B. Roadway characteristics (such as lane widths, shoulder condition, grade, alignment, median type, and sight distance);

C. Geographic context (such as an urban district, rural town center, non-urbanized rural area, or suburban area), and multi-modal trip generation;

D. Reported crash experience for at least a 12-month period;

E. Speed distribution of free-flowing vehicles, including the pace, median (50th-percentile), and 85th Percentile speeds; and/or

F. A review of past engineering speed studies to identify any trends in operating speeds.

4.3 Geometric Standards

A. Horizontal Alignment

1. General Considerations. The major considerations in horizontal alignment are topography, road classification, design speed, grade profile, subsurface conditions, safety, and sight distance. All of these must be balanced to produce an alignment that is safe and adequate for the functional classification of the road.

2. Sight Distance. Horizontal alignment must provide at least minimum stopping sight distance for the design speed at all points. This includes visibility at intersections, as well as around curves and roadside obstruction.

    a. The minimum stopping sight distance is the distance required by the driver of a vehicle traveling at a given speed to bring the vehicle to a stop after an object on the road becomes visible. Stopping sight distance is measured from the driver's eye, which is assumed to be three and one-half (3.5) feet above the roadway surface, to an object 6 inches high on the road.

    b. The required stopping distance for a given design shall comply with the AASHTO Green Book and CDOT's Roadway Design Guide. Criteria for measuring stopping sight distance include an eye height of 3.5 feet and an object height of 2.0 feet. Passing sight distance criteria include an eye height of 3.5 feet and the object height of 3.5 feet.

    c. In some cases, passing sight distance may be required on collectors or arterials. The CDOT Roadway Design Guide should be used in determining passing sight distance.

Standards for Curvature. The permissible minimum curve radii and the permissible maximum allowable rate of superelevation for the various functional classifications shall comply with the AASHTO Green Book and CDOT's Roadway Design Guide based on design speed, friction factors, and superelevation,

d. Sudden reductions in speed introduce the element of surprise to the driver and should be avoided. Where physical restrictions cannot be overcome and it becomes necessary to design curvature which is lower than the design speed for the project, the design speed between successive curves shall not change by more than 10 mile-per-hour increments. Normally a curve for a design speed lower than the design speed of the project shall not be introduced at the end of a long tangent or at other locations where high approach speeds may be anticipated. Use of lower standard curve radii is subject to approval by the County.

e. Angle points less than one degree require no curve radius. A compound curve is two curves of different radii joining with no tangent between them. A compound curve will not be permitted. A broken-back curve is two curves in the same direction joined by a short tangent. Broken-back curves are not permitted.

3. Superelevation.. The standard superelevation rates shall comply with the AASHTO Green Book and CDOT's Roadway Design Guide and shall be designed to hold the side friction factor within tolerable limits for those operating speeds expected for the range of curve radii given.

    a. For undivided roads, the axis of rotation of superelevation is usually the centerline. Where curves are preceded by long relatively level tangents, the plane of superelevation may be rotated to about the edges of the pavement to improve the perception of the curve.

    b. A superelevation transition is variable in length depending upon the amount of superelevation. Two-thirds of the transition is in the tangent approach at the beginning and the end of the curve, and one-third of the full superelevation is at the beginning and at the end of the curve. Where spiral curves are permitted, the transitions are to be designed using the latest edition of the Colorado Department of Transportation Roadway Design Manual.

4. Coordination with Vertical Alignment. To avoid the possibility of introducing serious traffic hazards, coordination is required between horizontal and vertical alignment. Particular care must be exercised to maintain proper sight distance at all times. Sharp horizontal curves introduced at or near the top of a pronounced crest, or at the bottom of sag vertical curves should be avoided.

B . Vertical Alignment

1. General Considerations. The centerline profile is a reference line by which the elevation or grades of the pavement and other features of the roadway are established. It is controlled mainly by topography, structure clearances, horizontal alignment, safety, sight distance, design speed, and the performance of heavy vehicles on a grade.

2. Minimum and Maximum Grades. To provide for adequate drainage, the minimum sustained grades shall be no less than 1 percent (1%) on roadway sections with curb and gutter and two percent (2%) on all other roads.

   a. Maximum permissible sustained grades (expressed in percents) for roads are related to design speed and shall be as follows:

      The maximum design grade should be used infrequently rather than as a value to be used in most cases.

   b. All grades shall flatten to at most four (4) percent for at least one hundred (100) feet approaching intersections, and for at least fifty (50) feet entering and leaving turn-arounds or cul-de-sacs. In mountainous terrain, all grades shall flatten to four (4) percent or less for at least fifty (50) feet approaching intersections and entering switchbacks or cul-de-sacs.

3. Vertical Curves. All vertical curves shall be designed to provide adequate stopping and passing sight distance, headlight sight distance, comfortable driving, good drainage, and a pleasing appearance.

   a. Vertical curves shall be parabolic.

   b. Vertical curves are not required where the algebraic difference of grades is less than 0.40%. The preferred minimum length of vertical curves, both crest and sag, is four hundred (400) feet.

   c. The minimum length of a vertical curve shall be three hundred (300) feet for design speeds above thirty (30) miles per hour, and two hundred (200) feet for design speeds of thirty (30) miles per hour and lower. Unequal tangent vertical curves are permitted only in special circumstances as approved by the County.

   a. Vertical curves that are long and flat may develop poor drainage at the level section.

	Design Speed - MPH						
Terrain Classification	15	20	25	30	40		
Rolling	7	6	6	6	6		
Mountainous	11	11	10	9	8		

   This must be overcome by adjusting the flow line of the ditch section.

4. Sight Distance. Minimum lengths of crest vertical curves are controlled by stopping sight distance requirements as shown in as determined by the ASHTO green book.

4.4 Cross Section Standards

A . Typical Sections

Typical sections for each functional classification are given in Appendix B - D. Table 3-1 also provides a summary of design elements. Variations from these sections may be approved by the County when there is sufficient evidence that certain design elements can be reduced or eliminated.

B . Rights-of-Way Width

The basic minimum rights-of-way width for each typical section is shown in Table 3-1. This width is sufficient only to accommodate the specific geometric cross-sectional elements that are required. Additional rights-of-way may be required for snow removal and storage, pedestrian infrastructure, or other uses. Cut and fill slopes beyond the hinge point and rights-of-way may require additional easements.

C . Cross Slope

Cross slope is provided to provide a drainage gradient so that water will run off the surface to a drainage system such as a street gutter or ditch. Inadequate cross slope will contribute to aquaplaning.

1. On straight sections of normal two-lane roads, the pavement cross section is usually highest in the center (crown of road) and drains to both sides.

2. In horizontal curves, the cross slope is banked into superelevation to reduce steering effort and lateral force required to go around the curve.

3. Cross slope criteria apply to typical tangent alignments.

4. On high-speed roadways, normal cross slope is 1.5–2.0 percent, with the cross-slope break (the algebraic difference in slopes between the lanes) at the centerline not exceeding 4 percent.

5. In areas of intense rainfall and where there are three or more lanes in each direction, additional cross slope may be necessary for adequate drainage.

6. Accomplishing other design features (superelevation transitions, pavement warping at intersections, etc.) will inevitably require removal of cross slope in spot locations. These cases are routine and necessary in design and a design exception is not required. In addition to the cross slope of the lanes, the cross-slope break on the high side of superelevated curves should not exceed 8 percent (Figure 23). A formal design exception is required when this condition is not met. At intersections, or in unusual situations, the crown position may vary depending upon drainage or other factors.

7. Standard cross slopes minimums to be used on the traveled way for different pavement and surface types are as follows:

Type of Surface	Cross Slope (Percent)
Portland Cement	1.5

Bituminous Mix Pavements	2.0
Penetration Treated Earth or Gravel	3.0
Unsurfaced Graded Section	4.0

D . Barrow or Bar Ditches

Ditches may be required in cut sections without curbs and gutters. The slope from the edge of the shoulder to the bottom of the ditch shall not be steeper than 3:1.

E . Curbs and Gutters

1. Curbs and gutters may be required as follows:
   a. On urban roads.
   b. When drainage, traffic, or public safety necessitates.
   c. As determined by the department.

2. All curbs and gutters shall conform to standards detailed in the latest edition of Colorado Department of Transportation Standard Specifications for Type 2 curb and gutter, unless otherwise specified by the County Public Works Department.

F . Side Slopes

1. Cut and Fill Slopes: Shall comply with LUR standards.
2. Flatter slopes shall be required in unstable soils. Cut slopes that are steeper than the standard may be considered in special situations, such as in solid material, but require prior approval by the County. Some side slopes may require additional measures to stabilize or revegetate the slope.

3. The tops of all cut slopes shall be rounded with a minimum of a four (4) foot radius where the material is other than solid rock, and shall be reseeded with vegetation native to the area or as recommended by the local Natural Resources Conservation Service. The backslopes at the ends of all cuts, except rock, shall be flattened. The ditch at the lower end of the cut shall be widened gradually to discharge side ditch drainage away from base of adjacent fill slopes in order to avoid erosion and improve appearance.

G . Ramps for Physically Handicapped

All newly constructed, repaired, or replaced sidewalks and curbs shall provide adequate and reasonable access for the safe and convenient movement of persons and in compliance with the most current and adopted Americans with Disabilities Act Guidelines and amendments and Architectural Barriers Act Accessibility Guidelines for the Public Rights-of-Way.

H . Trails

Recreation path standard specifications may be developed or promulgated by Gunnison

County. All submittals for trails may be referred to the Sustainable Tourism and Outdoor Recreation Committee for recommendations and should conform to LUR section 12-104 and the Gunnison County Trails Master Plan, as amended.

I . Horizontal and Vertical Clearance

The following are minimum clearances for structures or other roadside obstructions, including but not limited to, shrubs, trees, signs, gates, and fences. Additional clearances may be required for sight distance and/or other requirements. Accesses will be assessed on a case-by-case basis.

1. In all areas without curbs, or with mountable curbs, and with design speeds of 40 MPH or less, a minimum clear zone of fifteen (15) feet shall be provided. The minimum horizontal clearance shall be provided from the outside edge of the traveled way of a public or private road.,
2. Mailboxes may be placed 4 feet from the edge of the traveled way and must comply with CDOT's Roadway Design Manual.
3. The minimum vertical clearance for all overhead structures including signs, cables, etc. shall be in accordance with those specified in the applicable provisions of the latest edition of CDOT's Roadway Design Manual and/or the Manual on Uniform Traffic Control Devices In no case shall the overhead clearance be less than 13 feet 6 inches.
4. When roads or highways under the jurisdiction of other agencies are involved, the clearance as required by said agency, if more restrictive than these Standards and Specifications, shall apply.

4.5 Access Control Standards

A. The County shall apply these access control standards to all connections made within the rights-of-way by any highway, road, drive, trail (>50 inches), path (50 inches), or access otherwise determined by the County. Accesses shall be constructed to meet all Standards and Specifications.

1. All residential accesses that connect to a County road or public or private rights-of-way shall have a minimum surface width of twenty (20) feet at the edge of the pavement or road surface, and taper to a minimum surface width of sixteen (16) feet at a distance of two feet from the edge of the road, and maintain this surface width to the end of the access. No residential access shall be in excess of 24 feet wide in the Rights-Of-Way, excluding corner Radii.
2. All such accesses shall be constructed with the following surface treatment section dimensions or combination thereof:

Access Material	Minimum Section Depth
Concrete	6 inches
HBP (asphalt)	3 inches with 4 inches Class 6 aggregate base course
Gravel (compacted)	6 inches Class 6 aggregate base course
Native Material	Permissible only if access road is native material and native material provides structural stability and an all-weather driving surface

and shall be installed in accordance with both an approved access permit and all applicable sections of these Standards and Specifications. Access to a County road or rights-of-way must be obtained as described in Section 7.4. "Uniform screened aggregate" shall not be used in the ROW or on grades in excess of 4%.

3. The maximum grades for accesses shall be 11%. This will be measured in the center of the travel way and as an average over 30-foot-long sections. The grade of the entrance/exit shall slope away from the road surface at the same rate as the cross slope and for a distance at least equal to the width of the shoulder or to the centerline of the drainage ditch, in order to allow water to effectively drain from the roadway and enter the designed drainage..

4. All accesses and approaches shall not interfere with the drainage system of the roadway. The Director may require a stormwater management plan for the access as a condition of approval. The applicant shall be required to pay for and install, at their own expense, drainage structures at entrances and exits which will become an integral part of the existing drainage system. The dimensions of all drainage structures must be approved by the Gunnison County Public Works Department prior to installation and may require an engineered plan. The minimum size of culvert installed parallel to the road will be a 12" diameter. Installation, maintenance, and replacement of the culvert shall be the responsibility of the property owner and shall maintain the original efficiency of the installation.

5. The horizontal axis of an approach to the roadway shall be at right angle to the centerline of the roadway and extend a minimum of thirty (30) feet beyond the traveled way. An angle between 90 and 70 degrees may be permitted if it can be shown that physical constraints exist that require a different approach angle. An angle less than 60 degrees shall not be permitted. No more than one access shall be allowed regardless of ownership or subdivision, on any parcel of property when there is less than one hundred (100) feet of property frontage. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership, except adjacent platted subdivision lots, unless it can be shown that, they are necessary for the safe use of the property. In such cases, any additional accesses, measured from the center line tangent, must be separated by more than one hundred (100) feet or more. Additional accesses may be considered only when the site geography inhibits internal connections and the public right-of-way is the only way to achieve the proposed land use. Additional accesses must comply with these regulations.

6. The extension of the access into the right-or-way or the radius-taper portion of an access, shall not encroach upon adjoining property. Property lines shall be extended on the existing tangent to the middle of the right-of-way to assess encroachment.

7. An access approach that is gated shall be designed so that the longest vehicle commonly using it can completely clear the traveled way when the gate is closed. In no event shall such distance be less than thirty-five (35) feet. Public rights-of-way shall not be gated unless approved by BOCC resolution.

8. Intersecting public and private roads shall be located opposite each other where possible or be offset by a minimum of one hundred twenty-five (125) feet.

9. Accesses shall have an all-weather driving surface. In most cases a manufactured product will be required. A native material road must be requested in writing and the access shall achieve the characteristics that provide an all-weather driving surface.

10. Accesses shall be measured from the edge of the traveled way, along the centerline of the access, to the structure or proposed building envelope if no structure is constructed.

11. Accesses 150' or longer - shall have a cul-de-sac, or a "Y" or "T" turn around adequate to accommodate emergency service vehicles. All turn around areas shall be kept open and clear, and shall have sufficient area for snow storage outside of the road prism, and shall be plowed by the owner in the winter. All turnarounds shall be reviewed by the fire district responsible for fire suppression in the area and subject to additional requirements. (See Appendix E).

12. Accesses which are in excess of 600 feet in length and are single lane shall have standard inter-visible turnouts. The minimum number of intervisible turnouts is one per 600-foot section. The location of the intervisible turnout will be determined in cooperation with Public Works and the fire district responsible for fire suppression in the area and may be impacted by multiple variables. (See Appendix D).

13. Access designs that allow for backing onto or off of a county road are discouraged and shall be evaluated on a case-by-case basis. Lot size, proposed house location, traffic volume, and speed can be used as determining factors but are not exhaustive. The Director of Public Works shall make the final determination.

14. Any access permit application that has the potential to be used for a road for future development may be referred to the Community Development office for proper review.

15. Accesses that exceed 4% grade, uphill or downhill, will require an approach area with slopes below 4% grade in all directions for a minimum of 30 feet measured from the edge of the traveled way.

16. A temporary access road as defined herein shall be required to meet all Standards and

Specifications only within the right-of-way. The temporary access or road shall be removed and reclaimed within one (1) year of the temporary access permit issuance if an access permit is not submitted to convert the temporary access or road permit to a permanent access.

17. Adequate vehicle parking must be provided on the private parcel based on the proposed land use. Constructed or designated parking along the road, in the emergency turnaround, or protruding into the right-of way shall not be permitted.

18. Any overhead structures designed for vehicles to travel under, such as a Porte-cochère, passageway, screen wall, archway, or other shall be at least 13' 6" high for the width of the travel way, measured from the road surface.

19. Reflective address signs as required by the local fire district shall be installed at the access approach if the structure is in excess of 100 feet from the public right-of-way.

20. Snow storage shall be identified on site plan. Snow removed from accesses shall not be or stored on Road rights-of-way.

21. Storing of construction materials in the Road Rights-of-way is not allowed.

22. Summary of Access Width Elements:

Type of Access	# of Lanes	Lane Width
Residential	1	16 feet
Agricultural	1	16 feet
Commercial	2	11 feet
Industrial	2	11 feet

23. Commercial Accesses shall be assessed based on the commercial use of the land and the necessary use of the parcel. Safety of the public is paramount to the assessment of commercial use. Each commercial access permit will be addressed on a case-by-case basis and does not create precedent.
24. Site Plan shall be in compliance with LUR standards and Requirements and these standards and specifications.

    a. **Maps and Site Plans.** Maps and site plans submitted with any application shall be engineer quality and at a scale and sheet size that can be easily viewed or digital format with adequate resolution. A minimum scale of 1" = 100' is preferred. Sheet size shall not exceed 24 inches by 36 inches.

    b. **All Property Served by the Access.** Include all land served by proposed access. This can be a simple, hand-drawn layout, but it must be legible, clearly marked, drawn to scale, and signed and dated by the person who drew it.

    c. **Phasing.** Any proposed phases of the construction, and their timing.

d. **Total Acreage of Contiguous Property Owned by the Applicant.** Total acreage and location of all contiguous property owned by the applicant.

e. **Total Acreage Impacted by Access Permit.** Total acreage of the site on which the applicant wants to obtain approval for the Access Permit.

f. **Adjacent Landowners.** Names and actual land uses of adjacent landowners (including federal, State of Colorado and other publicly owned lands), to the site (in addition to the separate narrative listing). This includes properties that may be across a road, stream or river from the applicant's property.

g. **Utility Locations in Area.** Location of all existing utilities on the property (septic tanks, wells, electric, gas, telephone or cable lines) that will serve the property.

h. **Topographic Features.** Streams, lakes, ponds, wetlands, contour lines and elevations, any prominent ridgelines, and any other significant visual resource areas on the property.

i. **Livestock Drives and Fencelines.** Historic or recorded stock drive easements crossing or adjoining the development property, including the location of any existing fences along property lines, and the location of new fences or other obstacles proposed to be built across any such stock drive.

j. **Irrigation Ditches.** The location(s), and name(s), of any irrigation ditch crossing or adjoining the development property, as available from the Colorado Division of Water Resources, or ditch commissioner's records.

k. **Drainage.** Drainage patterns and structures proposed or existing, on and adjacent to the Project property. Snow Storage and drainage impacts from snow storage location.

l. **Parking.** Design and location of parking areas, both existing and proposed, This information should include length, width, Dimensions of emergency access turn arounds and intervisible pullouts, Access grade and points of grade changes, Radii of tight curves or switch backs, Sight distances, Elevations of access approach, and proposed elevation of home, Angle of access approach to roadway, and/or other items.

m. **Existing Structures.** Locations and sizes of existing structures.

n. **Proposed Structures.** Locations and sizes of proposed structures.

o. **Boundaries.** Boundaries and related measurements.

B . Access to Arterial Roads

1. Private Direct Access. Private direct access to any arterial roads shall be permitted only when the property in question has no other feasible access to the public road system. When direct access must be provided, the following shall be considered:

   a. Access shall continue until such time that some other reasonable access to a lower functional classification road or highway is available and permitted. The access

permit shall specify the future reasonable access location and, if known, the date the change will be made. Subdivisions shall be designed, if possible, to provide for alternative access at a future date.

No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership except adjacent platted subdivision lots unless it can be shown that, they are required for the safe use of the property.

2. Spacing and Signing.

   a. For rural road sections, minimum spacing of all intersecting public roads, roads and highways shall be on one-half (1/2) mile intervals for paved arterials and one-quarter (1/4) mile intervals for gravel arterials, plus or minus approximately 200 feet. Where topography makes such spacing inappropriate, location of public approaches shall be determined by topography, property ownerships, property lines and physical design constraints. The final location should serve as many properties and interests as possible to minimize the need for direct private access to the road system.

   b. In areas where development accesses an arterial road, a traffic engineering study shall be completed to properly locate all proposed approaches. These studies shall be submitted to the Director of Public Works for review prior to the issuance of a Access Permit and shall be paid for solely by the applicant.

C . Access to Collector Roads

1. Private Direct Access. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership except adjacent platted subdivision lots unless it can be shown that they are necessary for the safe use of the property.
2. Subdivision of a parcel shall not result in additional access unless shown to be necessary for safe use of the property.

3. Accesses located near an intersection shall be constructed so that the side nearest the intersection is no less than one hundred (100) feet from the centerline of the intersecting road

4. Access onto collector roads shall be spaced at a minimum on-quarter (1/4) mile intervals plus or minus two hundred (200) feet.

D . Local Roads/Lanes

1. Private Direct Access. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership except adjacent platted subdivision lots unless it can be shown that additional access approaches are required due to geography, and would not be detrimental to the safety and operation of the road. Multiple accesses are at the discretion of the director and require waivers.

2. Accesses located near an intersection shall be constructed so that the side nearest the intersection is no less than one hundred (100) feet from the centerline of the intersecting road.

4.6 Intersections

A . General Requirements

To minimize conflicts and to provide for the anticipated crossing and turning movements, geometric design of each intersection must be given careful consideration.

Intersections occurring on horizontal curves or crest vertical curves are undesirable. When latitude exists in the selection of intersection locations, vertical or horizontal curvature should be avoided. A line or grade change may be warranted when major intersections are involved.

B . Intersection or Access Corner Radii

1. Intersections and Access Approaches shall not have a corner radius of less than two (2) feet.

2. Accesses designed for use by vehicles exceeding thirty (30) feet in overall length shall have a minimum effective corner radius of twenty-eight (28) feet.

3. The access approach corner radii shall not be less than that necessary to accommodate the turning radius of the largest vehicle for which the access approach is intended for use on a regular basis.

4. Road Intersection corner radii shall be determined on a case-by-case basis.

C . Sight Distance

1. The required stopping sight distance necessary, as measured from the traveling vehicle to the intersection or access approach, shall be determined according to Section 4.3.A.2.

2. The minimum sight distance necessary for the entering vehicle will be based on the following criteria:

   a. Intersection Sight Distance:

Design speed (mph)	AASHTO design sight distance criteria (feet)
15	80
20	115
25	155

30	200
35	250
40	305
45	360

b. Sight distance shall be measured at a height of 3.5 feet between the entering driver and the oncoming vehicle.

c. The entering driver's eyes shall be considered to be fifteen (15) feet back from the edge of the traveled way.

d. The vehicle shall be the largest vehicle normally intended to use the access approach. Normally means in excess of an average of one per day.

e. After sight distance requirements are met and an access permit issued, a sign structure or parked vehicle shall not be permitted where it will obstruct the required sight distance.

4.7 Pavement Structure Design

A. General Design Procedure and Requirements

The requirements for the design of pavement structure sections shall be based on the most applicable section of the current edition of the Colorado Department of Transportation Roadway Design Manual.

B. Pavement Structure Design Report

A pavement structure design report shall be prepared by a professional engineer, as a requirement of road plan approval. The pavement structure design report shall include at minimum the following information:

1. Soil logs along the proposed roadway alignment at a maximum of five hundred (500) intervals.

2. Each log shall have a soil profile of a least four (4) feet below proposed subgrade elevation.

3. Representative samples for pavement design from each log shall be within two (2) feet below proposed subgrade elevation.

4. Each representative sample shall be classified according to the AASHTO Unified Soil

Classification Table, along with an Atterberg Limits Test and sieve analysis.

5. The pavement design procedure is based on the Hveem Stabilimeter Test or the Expansion Pressure Test, which is used to compute a Resistance Value (R) of the subgrade. The California Bearing Ratio test may also be used to determine design parameters.

6. Proposed average daily traffic volumes (ADT) for each road shall be based on 100% of full development build-out including an adjustment for construction traffic. Traffic analysis for the purpose of pavement design shall be part of submittal requirements as defined in Section 4.2.2.

7. Recommended structural sections, based on the design considerations, proposed typical sections, and sections of roadway which may require additional stabilization or treatment.

C. Flexible Pavement Design Considerations

The following elements are to be used in the design procedure:

1. The design procedure is based on the number of 18,000 pound single axle equivalent daily load applications (18k EDLA) per traveled lane.

   The 18k EDLA shall be equivalent to 100% of fully developed ADT adjusted for construction traffic (110%). In no case will the 18k EDLA be less than 5 on private roads, lane and place roads, and local roads and 25 on collectors.

2. The serviceability index (SI) for private roads, collector roads, local roads, and lanes will be 2.0. The SI for arterial, will be 2.5.The SI will be determined using the CDOT Pavement Design Manual..

3. The regional factor shall be summarized as per Table 4-8. In no case will regional factor be less than 2.00.

4. Evaluation of subgrade soils and pavement structure materials shall follow the procedure in the Colorado Department of Transportation Roadway Design Manual and Table 4-9 of these Standards and Specifications.

5. An economic evaluation of alternate structure sections is encouraged. In making adjustments to the various layers of the pavement structure, a more economical design may result. For example, by increasing the asphalt thickness, a decrease in gravel and earthwork may result. By stabilizing a poor subgrade with lime or cement, a thinner structure section may result.
6. Also, the use of asphalt treated base or cement treated subbase or ridged concrete pavement may be a more economical use of materials. Life cycle cost analysis will help determine most economic materials to use.

D. Minimum Structural Sections

The minimum compacted depths of Hot Bituminous Pavement (HBP) and Aggregate Base Course (ABC) Class 6 (3/4") per road type which will be allowed are as follows:

	HBP	ABC
Gravel Roads	0”	6”
Local Road	3”	6”
Collectors	Dictated by project design	
Arterial	Dictated by project design	

Evaluation of the pavement design as per Section 4.7.3 (e) may result in an increase in HBP or substituting ABC with Plant Mix Bituminous Base (PMBB) or Portland Cement Treated Base. In no case will substitute sections be any less than three inches in depth.

Minimum compacted depths of HBP and ABC shall only be used when all of the design consideration requirements and the pavement structure design report requirements have been fulfilled and show a section less than this minimum needed to support the design loads.

E. Rigid Pavement Design

The design of Rigid Pavements or portland cement concrete overlay for roadway surfaces shall conform to the applicable section of the latest edition of the Colorado Department of Transportation Roadway Design Manual. Thickness shall be dictated by the project design, and in no case shall the pavement thickness be less than 3 inches, overlays shall have a thickness of at least 2 inches.

4.8 Drainage

A. Applications

This section presents minimum required standards for the design of road and access drainage systems. Design of ditches, storm sewers, drainage courses and drainage crossings shall be performed by an engineer. Proper and adequate accommodation of drainage shall be provided for the protection of the roadway improvements and safety of the public.

B. Design Criteria

Design criteria for the collection of and movement of water through public roads are based on the size of the drainage basin.

1. Minor Drainage Basin. A minor drainage basin will consist of a surface area less than one hundred (100) acres. All water courses and structures in a minor drainage basin shall be designed for ten year storms.

2. Major Drainage Basin. Drainage basins with surface areas greater than one hundred (100) acres shall be classified major drainage basins, in which one hundred (100) year storms shall be used as design criteria.

C. Hydrology

One of the following four computational techniques must be used in the planning and engineering of a drainage system. In addition, a written explanation must be given by the applicant why the particular technique was used.

1. Rational Method. The rational method is recommended for storm sewer, culvert design, and overland flow of minor drainage basin. It is simple, and when used with adequate input parameters it provides reasonable results for use in project design.

   The basic equation is Q=CIA Where:

   Q - Peak discharge in cubic feet per second (cfs)
   C - Coefficient of runoff (dimensionless)
   I - Average rainfall intensity for a duration equal to the time of concentration of the watershed (inches/hour)
   A - Drainage area of the watershed (acres)

2. Soil Conservation Service (SCS) Unit Hydrograph Method and SCS Tabular Hydrograph Method. In most drainage basins, rainfall runoff data from which unit hydrographs can be derived is unavailable, thus a synthetic unit hydrograph must be developed. The USDA Soil Conservation Service has developed a method of hydrograph syntheses which is now being widely used. The Tabular Hydrograph Method provides a tabular approach to estimating peak discharges from urban areas using the time of concentration and travel time. This method can readily predict the increase in peak flow when all or a portion of the watershed is to be developed.

3. Soil Conservation Service (SCS) Method. The SCS method was developed particularly for agricultural watersheds. This widely used method is applicable to the mountainous regions on areas from two hundred (200) acres up to ten square miles, and above 6,000 feet in elevation. The method is presented in Procedures for Determining Peak Flows in Colorado - 1980 Edition (U.S. Department of Agriculture, Soil Conservation Service, 1980), or the most recent update.

4. Regional Analysis - A statistical or regional approach appears to be most appropriate for those areas in Gunnison County where peak flows occur from seasonal snow melt. Also, where large watersheds are expected to undergo significant urbanization, computer simulation techniques should be utilized, such as the HEC I and HEC II Programs.

D. Drainage and Irrigation Structures within County Road Rights-of-way

1. Materials. Culverts shall be constructed from acceptable polymers. The Public Works Department may allow reinforced concrete, corrugated aluminum, corrugated galvanized steel, or other material. The minimum pipe size installed perpendicular to the road shall be a fifteen (15) inch diameter round pipe or shall have an equivalent 15 inch diameter round cross sectional area for other shapes.

2. Inlets and Outlets. Culverts may need to be designed either with headwalls and wingwalls, or flared-end sections at the inlet and outlet. Additional protection may also be required at the inlet and outlet due to the potential scouring velocities.

3. Velocity. A minimum velocity during a minor storm event of three feet (3) per second is required to assure a self- cleansing condition of the culvert. The maximum culvert velocity is dictated by the channel conditions at the outlet. If the outlet velocities area less than seven fps for grassed channels, then only a minimal amount of protection is required. Higher outlet velocities will require substantially more protection. The maximum outlet velocity shall be twelve (12) fps along with the proper erosion protection.

4. Structures. All culverts, as a minimum, shall be designed in accordance with the procedures of AASHTO Standard Specifications for Highway Bridges and with the pipe manufacturer's recommendations.

5. Irrigation Ditches. Ditches may cross roads, but shall not parallel a road within the road right-of way. The County is only responsible for conveying the water through the rights-of-way in a manner that maintains the efficient use of the irrigation water. The type, alignment, and size of the pipe will be determined by the County in consultation with the water right owner. Metering, diverting, measuring, or otherwise managing the water shall occur outside the rights-of-way and is not the County's responsibility.

E. Barrow or Bar or Roadside Ditches

1. In areas here no curb and gutter is required, the maximum allowable capacity for the roadside ditch shall be no more than that calculated through the use of Manning's formula with an appropriate roughness coefficient. If the natural channel slope would cause erosion velocity, suitable channel protection, as approved by the Public Works Department shall be installed. (See Table 4-10).

2. The design must give full consideration to sediment disposition and to scour, as well as hydraulics.

3. For anticipated drainage velocities in excess of twelve (12) Feet Per Second erosion protection shall be provided for the channel. Erosion protection design must be approved by the County Public Works Department.

F. Bridges and Low Water Crossings.

All private or public bridges over waterways shall meet or exceed legal load limit requirements, have an Army Corp 404 permit, and obtain a Permit from the Gunnison County Community Development Department before construction may begin. All private or public bridges not over waterways will also meet or exceed legal load limit requirements and obtain all necessary permits before construction may begin.

1. Standards for Bridges. The design and supporting calculations for bridges shall be prepared and certified by an engineer. The following minimum standards shall apply to all bridges:

    a. A minimum clear width of no less than 16 feet or equal to the width of the approved approach road, sufficient to provide service for proposed use. In no case shall a bridge be designed in a way that excludes emergency personnel and their vehicles.

    b. Grade Criteria: Minimum of 0.5 percent / Maximum of 4.0 percent

    f. Highway Semitrailer 15-ton (HS-15) load rating. In all cases the bridge load limit and bridge ownership shall be conspicuously posted by the permit applicant. Posting shall be in accordance with the latest edition of the Manual of Uniform Traffic Control Devices and the signs shall be owned, posted, and maintained by the applicant or property owner in perpetuity. An alternative loading may be allowed by the County where it can be demonstrated that anticipated loads will not exceed an HS-10 rating. The design may need to be altered to restrict loads in excess of HS-10.

    g. Non-County Bridges in public rights-of-way and open to public travel may be required to provide inspections at the sole cost of the responsible party in accordance with CDOT standards.

    d. Hydraulic criteria:

        i. A single clear span bridge.

        ii. All bridges shall include a minimum one (1) foot clearance, between the lowest horizontal member and the base flood elevation.

        iii. Where bridge abutments and foundations are located below the base flood elevation, concrete wingwalls shall be required at forty (40) degree to sixty (60) degree angles tied to the existing side slopes to prevent erosion behind the abutments.

        iv. At no time shall the waterway section at the bridge accelerate to velocities sufficient to scour and undermine the bridge's abutments and wingwalls.

h. Utilities attached to bridges shall not obstruct flows within the stream channel; or waterway users (i.e. boats, rafts); or sight distance to drivers using the structure. Attached utilities shall not interfere or encumber the maintenance of the bridge.

i. All bridges on roads proposed for acceptance into the County Road System shall meet AASHTO Standards for the use being served. Acceptance will be made in accordance with the following policies:

i. New Structures. All structures shall be designed by a professional engineer in accordance with AASHTO specifications for highway bridges. Designs for said structures shall be reviewed for approval by the Gunnison County Public Works Department. Upon approval of the plans, any person, partnership, association, or corporation desiring to have such a bridge constructed shall bear all costs associated with the construction and final inspection. All new bridges shall have a sufficiency rating greater than ninety (90) when evaluated by FHWA/CDOT procedures.

ii. Existing Structures. All structures being reviewed for acceptance shall meet current AASHTO specifications and receive a sufficiency rating of greater than seventy (70) when evaluated by FHWA/ CDOT procedures. The petitioner shall present plans and specifications for review to the County Public Works Department. Upon approval of said plans and specifications, the subject bridge may be considered for acceptance subject to a final field inspection by the County. After it has been determined that the subject structure meets all requirements, the County Public Works Director shall submit the petition to the Board for consideration of acceptance into the County Road System.

j. All bridge abutments shall be located to avoid adversely affecting the natural hydraulics and inundation characteristics of wetland areas.

2. Low Water Crossings. To protect water quality, wet low water crossings are prohibited. A dry low-water crossing (also known as an Irish bridge, causeway, low-level crossing or low-water bridge) is a low-elevation roadway traversing over a waterbody that stays dry above the water when the flow is low, but is designed to get submerged under high-flow conditions. The design and supporting calculations for all low water crossings must be prepared and signed by an engineer. The following are minimum standards for private low water crossings.

a. A minimum clear roadway width sufficient to provide service for proposed use.

b. Grade criteria: Minimum of 0.5 percent / Maximum of 10.0 percent

c. Side slopes shall not be steeper than 3:1 and shall be protected by a six-inch concrete facing or by eighteen (18) inch rip-rap.

d. The culverts used must be a minimum of fifteen (15) inches in diameter.

e. Minimum cover over the culverts will be as follows:

Round pipe – twelve (12) inches or as recommended by the manufacturer

Arch pipe – twelve (12) inches or as recommended by the manufacturer.

f. Hydraulic criteria: Culverts shall have the capacity to carry the ten-year peak discharge from that stream, with a HW/D ratio not to exceed 1.5.

g. At no time shall the waterway section at the crossing cause a significant rise (one foot) in the intermediate regional flood elevation or cause flows to accelerate to velocities greater than those expected during the intermediate regional flood.

4.9 Road Appurtenances

A. Road Signs and Traffic Control Devices

All road signs, striping, delineators, barricades, signals, and other traffic control devices shall conform to the most recent Edition of the Manual on Uniform Traffic Control Devices (MUTCD) published by U.S. Department of Transportation, Federal Highway Administration, and any applicable Colorado supplement.

The permittee shall bear all expenses for the fabrication and installation of road name signs, permanent barricades, and/or signs for implementing the approved project design (i.e. one way, no parking, dead end, private drive.) Road name signs shall be lettered and erected in accordance with the latest edition of the Manual on Uniform Traffic Control Devices. Non-typical signs shall not be the responsibility of the County to repair or replace after acceptance of the road. Materials shall require the review and approval of the Gunnison County Public Works Department. All Signs and traffic control devices shall be in place prior to road acceptance.

B. Guardrail

Guardrail may be required by the Public Works Department based on to the following criteria:

1. To protect a fixed object.

2. At a location with a high accident rate (vehicles accidentally leaving the traveled roadway).

3. In areas of steep terrain or high embankments.

4. On an isolated sharp curve on a road otherwise built to higher standards.

5. On curves requiring a reduction in approach speeds where one of the following

conditions exist:

a. The height of embankment is more than ten feet.

b. The side slope is steeper than 4:1.

c. Substandard pavement and shoulder widths.

d. Other roadside hazards.

6. Bridge Approaches. Approach guardrail for bridges on roads classified as Major Arterial, Suburban Collector, Suburban Lane, Rural Arterial or Rural Collector shall conform to current Colorado Department of Transportation M-Standards for Guardrail. Approach guardrail for bridges on roads classified as Rural Local, Rural Lane, Local Intermittent or Primitive Recreation shall conform to Engineered plans.

C . Cattle Guards

Cattle guards may be installed where they are necessary for the control of livestock to improve the safety of the travelling public. New applications for cattleguards shall be made in writing. Unless the County agrees otherwise expressly and in writing, the cost of construction, installation, and replacement shall be the applicant's sole responsibility including any fence attachments or posts. The clear opening of the cattle guard shall extend from the edge of the shoulder to edge of shoulder for the standard roadway section approved. Each cattle guard location shall also have a bypass gate installed to allow livestock passage. Cattle guard and gate location and design shall be approved by the Director of Public Works prior to installation.

Appendix H is a drawing of the standard 24-foot cattle guard built and used by the Department. Any proposed non-standard design or width must apply for a waiver of these standards from the Director.

4.10 Utilities

Any utility within a road right-of-way shall be designed and located to maximize public safety and minimize road impact and maintenance and snowplowing costs. All utilities requiring above-ground risers or boxes shall locate them at least twenty feet (20) from the centerline of the road All new underground facilities must be electronically locatable when installed, including laterals up to the structure or the building being served. All plowed or trenched installations must include appropriate color-coded warning tape placed not less than 12 inches vertically above the top of the line. The warning tape shall be surface-detectable if needed to facilitate detection of the line. When a utility company must make an emergency repair on a County road to restore service, they may do so. The company should notify the Director of Public Works within 48 hours to coordinate the repair of the site as soon as possible.

A. Underground Utilities

1. Where the installation crosses a paved roadway, it shall be

made by mechanical boring or jacking beneath the road surface. Open cutting shall be allowed to the edge of the shouldered portion of the road. No tunneling shall be permitted. In no circumstance shall an existing culvert be used for an installation of an utility. The Director of Public Works may, in their sole discretion, authorize pavement cuts with associated requirements based on the condition of the asphalt and known soil conditions in the area.

2. If micro-trenching installation is requested, it will be evaluated based on several factors, including but not limited to: roadway classification (e.g., arterial, collector, or local), traffic volumes, signalized intersections, condition and age of the existing pavement, existing utility infrastructure, and other site specific circumstances. Requests for micro-trench installations are required to include detailed drawings of the proposed route(s), location of micro-trench along route (including laterals), justification for the nonstandard trench installation, and if approved, an electronic as-built file.

2. Pavement cuts are permitted when: two unsuccessful attempts have been made to bore or jack the installation; conflicting utilities place constraints as to elevation or alignment on the proposed installation; connecting to an existing utility located beneath the paved portion of the roadway; and approved in advance by the Director of Public Works.

   Cutting existing asphalt shall be accomplished so as to provide a neat even line perpendicular to the centerline of the roadway, the cut and resulting repair will be done in accordance with the "T patching" best practice.

3. When an open cut is allowed, the permittee is responsible for restoring the disturbed portion of the roadway to its original condition. The disturbed area shall be repaired within forty-eight (48) hours from the time of excavation, or twenty-four (24) hours from completion of the project within the roadway. Prior to completing the repair the cut must be left in an acceptable condition for public use. Any repairs not completed within 48 hours must be approved by the Director of Public Works. (See Figure 4-1).

   Backfilling within the roadway prism shall be made in six-inch lifts and mechanically compacted and to 90% density around the utility, and 95% density for the remaining portion of the trench between the base course and the utility. Backfill outside the roadway prism shall be compacted to a density consistent with the adjoining area. Relative densities shall be determined by AASHTO T-99, with the material within one percent of optimum moisture. Backfill material shall be of clean, random (non-granular) material. Bedding material may be granular. Imported backfill meeting standards defined by the Department of Transportation, Division of Highways, State of Colorado, Standard Specifications for New Road and Bridge Construction, latest edition may be required when existing material is unsuitable.

   Permittee may be required to perform compaction control testing. The compaction testing

schedule is as follows:

1. One test at 1/2 trench depth from zero to five feet deep, and one test at finish grade.

2. Two tests, one at each third point for trenches five to ten feet deep, and one test at finish grade.

3. Three tests, one at each quarter point for trenches ten feet deep and over, and one test at finish grade.

Tests shall be performed at thirty (30) foot intervals for trenches one to one hundred twenty (120) feet in length, fifty (50) foot intervals for trenches one hundred twenty (120) to three hundred (300) feet, and one hundred (100) foot intervals for trenches over three hundred (300) feet in length. Permittee shall bear all expense for testing fees and repair costs. The County reserves the right to conduct in-place density tests to confirm the permittee's density test results, and require retesting of areas where conflicting test results are obtained.

An acceptable surety guaranteeing repair or replacement of failures within a one-year period after completion of the last repair shall be required for road cuts.

Structural backfill (flow-fill) meeting an approved design containing portland cement water, coarse aggregate and fine aggregate and, resulting in a maximum of 60 psi in 28-days may be used in lieu of compaction testing.

Hot Bituminous Pavement Mix Grading C, CX, G, OR F as defined by the Department of Highways, Division of Transportation, State of Colorado, Standard Specifications for New Road and Bridge Construction, latest edition, shall be used for patching material, except when unavailable, during which time a temporary cold mix patch shall be allowed. Temporary patches shall be replaced with hot mix patches within five working days after material becomes available. . The layer of patching shall be at least as thick as the original road surface, and in no case less than two inches. Asphalt cuts shall be twenty-four (24) inches wider (twelve inches per side) than the width of the excavation.

Permittee shall be responsible for patch failure and subsequent surface settlement for a period of twelve months after completion of the last repair.

Repairs to failed patches may be made by the county and billed directly to the permittee.

4. No underground utility may be installed within a road rights-of-way if such installation would interfere in any fashion whatsoever with any existing utility installation or water course, including a corral, ditch or culvert, except with the prior written authorization of the owner of the existing utility installation or water course. Damage to any existing utility or in-ground infrastructure shall be the responsibility of the permittee, given that the existing utility complied with Colorado subsurface utility

regulations.

5. The traveling public shall be protected during the repair or installation of utilities with proper warning signs or signals. Warning signs and signals shall be installed and maintained by and at the expense of the permittee, in accordance with latest edition of The Manual on Uniform Traffic Control Devices. The County Public Works Department may require a construction signing plan prior to the granting of this permit. If proper signs are not in place during the work or a critical safety deficiency is observed, the Director of Public Works or authorized representative shall immediately stop all work until proper corrective actions are taken.

6. Utility placement by plowing may be allowed in certain locations. Plowing shall not occur across paved roads. Where plowing operations occur across the roadway prism and result in an open cut, backfilling shall be done in accordance with Section 4.10.1.C. Longitudinal plowing on a gravel road within the travelway shall require aggregate replacement.

7. When a road closure due to utility installation becomes necessary, the permittee shall notify the Gunnison County Sheriff's Office and/or State Patrol, transit authority, ambulance, fire department, and school district stating duration of all road closures. All road closures must be approved by the Director of Public Works in writing in advance of road closure.

8. No cleated or tracked equipment shall work on or move over asphalt surfaces without mats.

9. Any materials excavated as the result of utility installation shall be removed from road surface each day unless the material pile is signed per the MUTCD and may serve as a barrier to an open excavation. The Director of Public Works may require that road surfaces be washed. (C.R.S. Section 42-4-1207)

10. Requests for permits should allow **48 HOURS** for a field review by the County Public Works Department prior to the issuance of any permit.

11. Construction of underground installations will generally require the services of an inspector approved by the County Public Works Department. All extraordinary costs related to such inspection will be borne by the permittee.

12. Failure to obtain a permit when working within the County road rights-of-way will result in a fee five (5) times the regularly scheduled fee.

13. Road cuts for utility installation or repair made parallel to the centerline of the road, and which cause damage to, or require the removal of asphalt in any traffic lane, require the replacement of asphalt to the full lane width throughout the disturbed section.

14. When utilities are to be located behind the curb, the trench or excavation shall be located

at a distance away from the back of curb or edge or asphalt equal to the depth of the trench or excavation.

15. No placement of underground utilities will be allowed when there is more than four inches (4") of frost present.
16. Utility Locate Markers. All flagging feathers used for utility locates shall be removed by the applicant before release of financial security.

17. As-Built Plans. All applicants for surface alteration or road cut permits will be required to submit a complete set of as-built plans before the final release of financial security.

18. Reclamation of Disturbed Areas. The permittee shall be responsible for the complete reclamation of areas disturbed within the rights-of-way to prevent the introduction and/or spread of noxious weeds and soil erosion. Soil disturbance of 500 square feet or greater shall be revegetated. Revegetation requirements for soil disturbance less than 500 square feet will be at the discretion of Gunnison County.

19. Noxious Weed Control. The permittee shall be responsible for noxious weed control in disturbed areas utilizing Integrated Weed Management (IWM) practices. Colorado Revised Statutes 35-5.5-101, *et seq*: the *Colorado Noxious Weed Act,* Gunnison Basin Integrated Weed Management Plan; Board Resolution 95-74, as amended, and Gunnison County Land Use Resolution require that noxious weeds be controlled. Noxious weed infestations should be properly identified to determine proper control measures. Noxious weeds can be controlled by utilizing one or more of the following IWM practices: 1) biological control, 2) cultural control, 3) herbicide control, or 4) physical control. Contact Gunnison County for the current list of noxious weeds mandated by law to be controlled and for assistance in weed identification and control methods.

4.11 Procedures for Encroachments to Rights-of-way

A. Purpose and Procedure.

The purpose of this section is to establish public works, engineering, inspection, permitting and other requirements that must be met before a structure, repair or other improvement (including but not limited to or temporary construction parking) can be placed by a public or private property owner within the rights-of-way of a County road, or public road under County jurisdiction, or private road under County jurisdiction.

1. No person or persons shall begin work on a proposed structure, repair or improvement, or make substantial renovation to an existing structure, repair or improvement, within County Rights-of-way, a County road, or public road under County jurisdiction, or private road under County jurisdiction except as specifically permitted herein, without first obtaining a Right-of-way Encroachment Permit to erect or maintain a structure, repair or improvement on rights-of-way from the County. A separate permit will be required for each structure, repair or improvement proposed, unless a group or series of

structures are proposed at one time.

2. Installation, maintenance, or improvements of a utility in, on or below a County Road or public road under the jurisdiction of Gunnison County shall require:

a. A permit for improvement in the right-of-way

b. A Right-of-way permit.

3. A permit will not be required, and the structure, repair or improvement considered exempt, for the following:

   a. Minor or insubstantial maintenance to an existing specific structure. Such work includes, but may not be limited to, cleaning, painting or other minor resurfacing to an existing structure or structures; repairing or mending an existing structure or structures.

   b. Any work within the rights-of-way to repair or maintain existing irrigation ditches or impoundments.

   c. The Director of Public Works can determine if a proposed structure, or improvement or maintenance is exempt, .

4. Whenever Gunnison County determines that an existing structure or structures, improvement or improvements, approved or not approved, becomes a hazard to public safety or interferes with the County's maintenance or structure plans for the rights-of-way on which it is placed, the owner of the property which the structure benefits, upon receipt of written notice from the Director of Public Works or their representative shall, within the period specified therein, repair, move, or eliminate said structure(s) or improvement (s), so as to eliminate the hazard or impedance and be in conformance with the requirements contained herein. Requirements contained herein may be enforced as set forth in Section 2.3.2**.**

5. To receive a permit to erect or maintain a structure or improvement in a public rights-of-way, each applicant is required to submit a Right-of-way Encroachment permit application form and any associated plans or specifications required by the County. The applicant is advised to meet with the County Public Works staff prior to application submission to ensure that all necessary information is provided.

   a. Two (2) sets of plans and specifications shall be submitted for review by the Director of Public Works or her representative. If required by the County, these plans and specifications shall be prepared and signed by a Colorado Registered Professional Engineer. In all cases when they are requested, the plans and specifications shall show the following:

      i. Structure(s) plan and profile;

ii. If the structures(s), repair(s), or improvement(s) impact existing roadside drainage, a plan showing how such impacts shall be mitigated by the applicant;

iii. Map or letters from utility companies detailing utility placement in the area of the proposed structure(s);

iv. Any relevant current land use approvals;

v. Map showing property ownership and easements**.** Director of Public Works may require a survey.

vi. Proposed structure(s), repair(s), or improvement(s) design and site plan, showing reclamation/revegetation plan if hillsides are to be disturbed of if fill or cut is to take place as part of the plan;

vii. Signage plans, if any;

viii. Maintenance requirements and plan; and

ix. Any other requirements as determined by the Director in thier discretion.

b. Supplemental reports and data (i.e., geology, soils, water, drainage, wildlife, etc.) may be required. Supplemental reports are to be prepared by qualified professionals as required by the Director of Public Works or her representative.

c. Gunnison County shall have the reasonable right to have all plans, specifications and supplemental reports reviewed by qualified professionals identified by Gunnison County at the cost of the applicant.

d. If required, the applicant shall execute and fully fund a security agreement in the form and amount determined by the Director of Public Works in consultation with the County Attorney.

6. Neither the issuance of a permit nor compliance with the provisions hereof or with any conditions imposed in the permit issued hereunder shall relieve the applicant from the full responsibility for any damage whatsoever caused to persons or property, nor impose any liability upon any official, appointee, or employee of Gunnison County for damage to person or property. Nothing herein is or shall be construed to be a waiver by Gunnison County of governmental immunity.

7. The application shall be denied if the Director of Public Works determines that it is not in the public interest or that it will adversely affect public health, safety, or welfare.

8. Whenever a permit is required by this section and the permit is denied by the Director of Public Works, or his/her designee, the applicant for the permit may, within fifteen (15) days from the date of such denial, request in writing to the Director of Public Works, an appeal of the denial to the Board. The Director of Public Works shall,

within fifteen (15) days of receiving the request, submit to the Board the written request for the appeal, and any administrative record consisting of documents considered by the Director of Public Works in her denial, including the application for the permit and all relevant documents. The Board will then decide, based upon a review of the record, whether to accept or reject the decision of the officer, within thirty (30) working days of receiving the permit application and all relevant documents. The Board may, in its discretion, request additional or other information from the applicant, the county officer who issued the denial, or other county staff. The decision rendered by the Board is the final decision of the County. For Gunnison County "Right-of-way Encroachment Permit" application information please refer to Section 7.7.

9. For fee information see Exhibit A.

SECTION 5

CONSTRUCTION SPECIFICATIONS

5.1 General Policies

A. Gunnison County Construction Specifications

During the execution of road and bridge construction and related work, all materials, performance, and quality of work shall conform to the requirements of these Standards and Specifications, the applicable sections for the most current edition of the Department of Transportation, State of Colorado Standard Specifications for Road and Bridge Construction, Colorado Standards Plans, Division of Highways M & S Standards, American Association of State Highway and Transportation Officials, and the Standard Specification for Highway Bridges.

If these Standards and Specifications or the Department of Transportation Standard Specifications do not cover a specific situation during the course of work, applicable specifications must be approved by and permission obtained from the County. In the event that there is conflict between the various reference specifications, they shall govern in the following order:

1. Gunnison County Standards and Specifications for Road and Bridge Construction

2. Most recent, adopted, and applicable State of Colorado Department of Transportation, , Standard Specifications for Road and Bridge Construction; and M & S Standards and specifications

3. Most recent, adopted, and applicable AASHTO Standard Specifications

The County shall be the final authority on the meaning or interpretation of all specifications.

B. The Project Engineer

Each road developer shall designate to the County Public Works Department a person who shall be responsible for general compliance with these Standards and Specifications, approved permits, and development improvement agreements, and the following:

1. To provide to the County any engineering details, documentation, or any other information regarding the prosecution of the work;

2. To apply to the County for written approval by the County any proposed alternations to the approved plans and specifications prior to construction;

3. To provide reproducible "as-built" plans, and specifications to the County Public

Works Department upon completion of all work to be performed on the project as a condition of final approval of the work;

4. To furnish and set construction stakes and marks establishing all lines, grades, and measurements necessary to the proper prosecution of the work in its final location as shown on the approved plans and specifications;

5. To make sure all survey monuments disturbed or removed are replaced in kind at their original locations; and

6. To provide all materials testing necessary to establish parameters required to inspect work for compliance with approved plans and specifications.

7. To stop dirt work when frost levels reach four inches (4").

C. Inspection and Testing

1. All work done on County roads and those roads required to be in compliance with approved land use change permits may be inspected by the County Public Works Department to ensure compliance with these Standards and Specifications, and the applicable provisions of the land use change conditions, approved plans, or subdivision agreement.

2. The County shall suspend the work wholly, or in part, due to the failure of the contractor to carry out provisions of these Standards and Specifications, approved permits and development improvement agreements.

3. To ensure compliance with these Standards and Specifications and approved plans, adequate in-process inspection and testing is required. The Project Engineer shall be responsible for certifying all work is completed in accordance with the approved plans and specifications.

4. The County shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Project Engineer and contractor as required to make a complete and detailed inspection. The County may require that any work done or materials used without inspection must be ordered, removed, or replaced. The County may, at any time before acceptance of the work, direct the Contractor to remove or uncover any such portion of the finished work. After examination, and approval of the work by the County, the Contractor shall restore the disturbed portions of the work to the standard required by the specifications. Inspection by the County shall not relieve the developer and/or contractor, or their designated representatives of the responsibility to control the work and insure compliance with the approved plans and specifications. The County shall not be responsible for insuring project compliance with the approved plans and specifications.

5. When the Construction Specifications of other jurisdictions are involved in the work,

written approval shall be provided by the other jurisdictions and made available to the County prior to final acceptance of the work. Regular in-progress materials testing shall be provided to the County in a timely manner during the course of the work, and should be a requirement of final acceptance.

6. All materials testing shall be performed by an independent laboratory, under the supervision of a professional engineer. All testing shall be at the expense of the developer, the Project Engineer, or the contractor.

7. Prior to acceptance by the County, all work not in compliance with these Standards and Specifications, approved permits, and/or development improvement agreements shall be brought into compliance at the Contractor's or owner's sole expense.

8. For the minimum requirements for compaction of embankments, sub-grades, and utility trenches, see Table 5-1. For required quality tests, see Table 5-2.

9. Embankment shall be exempt from controlled compaction testing and the following shall apply: Embankment shall be by layer placement. Surfaces steeper than a ratio of 3 horizontal to 1 vertical (3:1) upon which embankment is to be placed, shall be roughened or stepped to provide permanent bonding of new and old materials.

10. Embankment shall be layer placed, except over rock surfaces, in which case material may be placed by end dumping to the minimum depth needed for operation of spreading equipment. Each embankment layer shall be leveled and smoothed before placement of subsequent layers. Hauling and spreading equipment shall be operated uniformly over the full width of each layer. Suitable material shall be placed in layers no more than 12 inches thick, except when the material contains rock more than 9 inches in diameter, in which case layers may be of sufficient thickness to accommodate the material involved. No layer shall exceed 24 inches before compaction.

11. Placing individual rocks or boulders greater than 24 inches will be permitted provided the embankment will accommodate them. Such rocks and boulders shall be at least 6 inches below sub-grade. They shall be carefully distributed and the voids filled with finer material to form a dense and compacted mass.

12. At a minimum, Material shall be a moisture content suitable to obtain a mass that will not visibly deflect under the load of hauling and spreading equipment.

D. The Use of Approved Plans and Specifications

1. Any work performed without approved plans and specifications shall be considered unauthorized and may be ordered removed and the pre-existing conditions restored.

2. Standard drawings for proposed road and bridges submitted to Gunnison County for approval shall be drawn on standard plan and profile sheet 24" x 36" or submitted in an acceptable digital format.

a. Plan drawings shall be on a scale of not less than one inch (1") equals one hundred feet (100'). Bearings and distances shall be shown in plan view.

b. Profile drawing shall be on a scale of not less than one inch (1") equals ten feet (10') vertically and one inch (1") equals one hundred feet (100') horizontally. Length of vertical curves and percent of grade shall be shown on profile. Size, length and station location of pipe shall be shown on profile.

3. A typical roadway cross section of a scale not less than one inch (1") equals ten feet (10') shall be furnished with all road plans. Cross section shall show road width, surfacing type, width and depth, cut and fill slopes and other special treatments such as top soiling or rip rap. A cross section shall be drawn for each culvert installation showing size and length of pipe, height of cover over pipe and grade of pipe.

4. All standard drawings shall be drawn on reproducible quality paper or in digital format with adequate resolution.

5. The approved plans, specifications, supplementary specifications, standards, supplementary standards and any special provisions required or approved by the County shall be considered consistent, to describe and provide for the complete work.

6. The contractor shall not take advantage of any error or omission in the approved plans, standards, and specifications. In the event and apparent error or omission is discovered, the Project Engineer and the County shall be notified. The developer and/or contractor, acting through the Project Engineer, shall make any corrections required, subject to approval by the County.

E. Acceptance of Work

1. Partial Acceptance. Immediately after a section of the work is completed such as a section of the subgrade, structures, trench backfill, etc., acceptance of that element is required prior to proceeding with the next element. An example would be acceptance of subgrade prior to the placement of subbase. If, after partial acceptance of an element of work, conditions change and the next element is not constructed for a period of time, the County may require a re-inspection and acceptance as per Section 5.1.3.

2. Final Acceptance. Immediately upon completion of the project the road developer shall notify the County Public Works Department and schedule a final inspection.

3. If the County Public Works Department determines that construction is in compliance with these Standards and Specifications, approved permits and/or development improvement agreements it may initiate the procedure for acceptance by the Board for maintenance or release of the performance guarantee securing the completion of the work within 364 days.

4. If the County Public Works Department determines that construction is not in

compliance with these Standards and Specifications, the County shall provide written notification of the deficient items to the road developer and to the Gunnison County Community Development Department. In the event the work is not done, the developer or owner is responsible for maintenance of the work until such time as all such items are completed or corrected and a satisfactory re-inspection is made, and the work approved in writing by the Director of Public Works.

F. Cooperation with Utilities

1. The developer shall be responsible for coordinating the location, relocation, installation or removal of all utilities involved with the construction of the project.

2. The construction plans for the proposed project shall be submitted to the affected utilities as soon as possible. Adequate notice shall be given to utilities for utility locations required for the work to avoid damage to existing utilities and conflicts in the work.

G. Guidelines for Traffic Studies

Traffic Studies shall be required as determined by the Director. Traffic studies shall follow the guidelines in the LUR SECTION 12-103: ROAD SYSTEM or as determined by the Director in their discretion

SECTION 6

PERMITS

6.1 Issuance of Permits

Permit fees and bonds for any permit named in these Standards and Specifications shall be set by the Board.

6.2 Right-of-way Permit (Work Within Rights-of-way)

A. No individual, company or corporation, or public agency shall construct or alter any road, drainage, or other infrastructure within a County road rights-of-way, County road, or public road under County jurisdiction, or private road under County jurisdiction without a Surface Alteration Permit from the Director of Public Works. Road construction shall be in accordance with engineering plans prepared by a professional engineer, in conformance with these Standards and Specifications, with said plans to be approved by Gunnison County.

B. No individual, company, corporation, or public agency shall modify, install, repair, or otherwise change any utility located in, on, or over and within thirty (30) feet of the centerline of any County Road, or public road under County jurisdiction, or private road under County jurisdiction without first obtaining a Permit from the Public Works Department. Financial security may be required to insure conformance with these Standards and Specifications. Gunnison County may hold the financial security for one (1) year from the completion and inspection of the work by Gunnison County staff. It may be refunded earlier, in the sole discretion of the Director of Public Works.

C. Permits shall be submitted for approval at least five (5) business days prior to commencement of the scheduled time of road cutwork unless the work is officially deemed an emergency by the utility owner. An approved permit must be issued forty-eight (48) hours or more in advance of commencing the work. The applicant shall submit a written schedule of the work, including materials and length of disturbance, the total time area will be disturbed, and a Manual for Uniform Traffic Control Devices compliant signing and traffic management plan. In the case of an emergency repair, the utility owner must notify the Public Works Department as soon as is reasonable to obtain a permit. The applicant must notify the Public Works Department at least twenty-four (24) hours (1 business day) of performing and emergency repair.
Such Permit is not transferable to any successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder.
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6.3 Access Permits

No person shall construct, substantially improve, change, and/or extend any access providing vehicular and/or off highway vehicle (OHV) and/or mechanized access to or from any public

highway or rights-of-way, or County road or public road, or private road from or to property requiring or utilizing access to such road without a County Access Permit issued by the Public Works Department. Internal circulation roads, trails or accesses are subject to the access permit process. No access permit shall be issued without there having been a site inspection by the Director of Public Works or their representative. The Director, or their representative may specify certain conditions and/or requirements in addition to those set forth in these Standards and Specifications for issuance of an access permit. Work associated with Access Permits shall be complete within two years of issuance or shall be considered withdrawn and not refunded unless an extension is granted per the permit language. Access permits are assigned to the specific parcel being accessed. Easements shall be provided for every parcel the access crosses regardless of ownership. Access Permits shall not expire once a final inspection is approved and the permit is completed. This Permit shall be transferable through transfer of deed.

6.4 Oversize/Overweight Permits

The Director of Public Works may, upon application in writing and good cause being shown, issue an Oversize/Overweight Permit to operate or move a vehicle or combination of vehicles of a size or weight of vehicle or load exceeding the maximum legal load permitted by the State of Colorado. The County Public Works Department may limit the number of trips and/or the hours of operation, or otherwise prescribe conditions of operation of such vehicles to ensure against undue damage to road foundations, surfaces, or structures, and to ensure the safety of the motoring public. Further, the County Public Works Department may require such fee, undertaking, bonding, or other security as may be deemed necessary to compensate for any damage to any roadway or structure. In the case of a declared emergency permitting may be expanded to cover all traffic on a County road even if the vehicle is typically exempted from permit regulations. Such Permit is not transferable to any successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder.

6.5 Snow Removal or Grooming Permit

The Director of Public Works may, after an application has been submitted, an evaluation has been prepared, and the permit has been approved by the Board of County Commissioners, issue a Snow Removal and/or Grooming Permit. Renewals may be issued for up to three (3) consecutive winter seasons at the Director's discretion and until either party has cause to terminate or not renew the permit. The Snow Removal or Grooming Permit may contain such conditions as necessary to preserve the integrity of the road, comply with the LUR and/or a land use change, provide for the safety of the road users, protect the County from liability, or other conditions as determined by the Board in its sole discretion. The County Public Works Department may require financial security as may be deemed necessary to repair any damage to the roadway or structures. Such Permit is not transferable to any successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder.

6.6 Right-of-Way Encroachment Permit

The Director of Public Works may, after an application has been submitted and evaluated, issue

a permit for the construction, installation and/or maintenance of any artificially constructed semi-permanent or permanent structure, repair, or improvement in the road right-of-way of a County road, public road under the jurisdiction of Gunnison County, or private road under the jurisdiction of Gunnison County. The Right-of-way Encroachment Permit may contain such conditions as necessary to preserve the integrity of the road and the rights-of-way, and provide for the safety of the road users. The rights-of-way encroachment permit is fully and freely revocable at any time by the County for any reason, or no reason at all, and shall not be construed to grant any right or privilege to any permit holder other than the revocable and limited rights afforded by the permit. Further, the County Public Works Department may require financial security as may be deemed necessary to repair any damage to the road, structure, or rights-of-way. Such Permit is transferable to a successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder through legal instrument.

6.7 Parking Permits

The Director of Public Works may issue parking permits at its discretion on land that the County controls, owns, or has agreement to administer. These permits apply only to the designated location offset forth on the permit, will set forth specific criteria or conditions with which the permit holder must comply, and may also require compliance with other provisions of these Standards. Issuance of such permit shall not be deemed to create any right or privilege in any permit holder other than the limited and temporary rights afforded by the terms of the permit and these Standards, and are fully and freely revocable by the Director of Public Works for any reason, or no reason at all. Vertical, on-site signage describing the parking restrictions may provide notice of parking policies for that area, but such signage is not required for the County to enforce such policies, these Standards, or any other law or rule. There shall be no overnight parking in the public rights of way without a parking permit. Parking Permits are not transferable to any successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder.

6.8 Reclamation Permits for the Control of Noxious Weeds

Except as otherwise exempted, construction or development as defined or regulated by the County by any individual, company or corporation, or public agency which results in any site disturbance of 10,000 or more square feet of disturbance, shall be required to obtain a Reclamation Permit for Revegetation and Noxious Weed Control from the Gunnison County Public Works Department Weed Management Program Coordinator. The permittee shall be responsible for the complete reclamation of all disturbed areas to prevent the introduction and/or spread of noxious weeds and soil erosion in accordance with Colorado Revised Statutes 35-5.5-101, *et seq*: the *Colorado Noxious Weed Act*, Gunnison Basin Integrated Weed Management Plan; Board Resolution 95-74, and Gunnison County Land Use Resolution. Termination of Reclamation Permit coverage occurs when vegetation required pursuant to *Section 13-115: Reclamation and Noxious Weed Control* is established and growing within two full growing seasons of the date of the issuance of a Certificate of Occupancy or Closing of the Building Permit associated the applicable Gunnison County Reclamation Permit. Such Permit is not transferable to any successor, assignee, designee, heir, parent or subsidiary, or person other than the named permit holder.

6.9 Financial Security

As a condition of the issuance of any permit, the Director, at the Director's sole discretion, may require a permittee to file a guarantee of financial security in an amount established by the Director and payable to the County. The guarantee may be in the form of cash, irrevocable letters of credit issued by a bank acceptable to the Board, surety bonds issued by a company authorized to do business in Colorado, or any other form, or combination of forms, established by the Board.

REFERENCED REPORTS

1. Gunnison County, Colorado Land Use Resolution, as amended, Gunnison County Planning Department.

2. State Highway Access Code, State of Colorado, Department of Transportation.

3. Manual on Uniform Traffic Control Devices, U.S. Department of Transportation, Federal Highway Administration.

4. Colorado Vehicle Code, Colorado State Patrol Troop Office, Grand Junction, Colorado.

5. Geometric Design of Highways and Roads, The American Association of State Highway and Transportation Officials.

6. Roadway Design Manual, State of Colorado, Department of Transportation.

7. Trip Generation, The Institute of Transportation Engineers.

8. Standard Specifications for Road and Bridge Construction, State of Colorado, Department of Transportation.

9. Gunnison County Flood Damage Prevention Resolution, Gunnison County, Colorado. Gunnison County Planning Department.

10. Procedures for Determining Peak Flows in Colorado, U.S. Department of Agriculture, Soil Conservation Service, 1980.

11. Concrete Pipe Design Manual, ACPA Arlington, Virginia, February, 1974.

12. Handbook of Steel Drainage and Highway Construction Products, A151, Washington, D.C. 1971.

13. Standard Specifications for Highway Bridges, The American Association of State Highway and Transportation Officials.

14. Colorado Standard Plans, State of Colorado, Department of Transportation .

15. Standard Plans for Highway Bridges, U.S. Department of Transportation, Federal Highway Administration.

16. Uniform Construction Standards for Colorado Public Works, Colorado Contractors Association, Inc.

APPENDIX A

LEGAL RESPONSIBILITIES

The latest edition of the Division of Highways, State of Colorado, Standard Specifications for Road and Bridge Construction; Section 107 - Legal Relations and Responsibilities to the Public, shall be considered Supplemental Specifications to these Standards with the additions, deletions, or revisions noted in Sections one and two as supplied annually by the Division of Highways, State of Colorado.

Section 1 Definitions

State - shall be redefined as Gunnison County, Colorado.

Division - shall be redefined as the Gunnison County Public Works Department.

Engineer - shall be the Project Engineer as defined in Section 5.1.2 when acting as the authorized agent of the developer or contractor or the County as defined in Section 5.1.3 when acting in behalf of the Public Works Department.

Contract - shall be redefined as these Standards.

Section 2 Section 107, Legal Relations and Responsibility to Public

Payment - Delete any reference to payment for the use of these Standards.

107.04 - Delete Subsection.

107.07 - Delete "as specified under subsection 104.04".

107.09 - Delete Subsection.

107.16 - Paragraph one, line eight, revise to read the following: "the Contractor or Developer shall be required to assume any expenses entailed in maintaining traffic". Delete last sentence. Delete paragraphs two, three, and four.

107.19 - Delete Subsection.

107.10 - Is hereby revised as follows: Paragraph one - "In carrying out any of the provisions of these Standards; or in exercising any power or authority granted to them by Gunnison County; or performing their duties within the scope of their employment, there shall be no personal liability upon the Board, Director of Public Works, or their authorized representatives due to injuries sustained from an act or omission of such employee, except as may be provided by law."

107.22 - Delete Subsection.

107.23 - Delete Subsection.

107.25 - Delete paragraph 2 of section - (c) Measurement and Payment.

APPENDIX B

APPENDIX C

APPENDIX D

APPENDIX E

APPENDIX F

APPENDIX G

RECLAMATION FOR EXPOSED EARTHWORK

Land Preparation: Follow the Gunnison County Weeds Program and the most recent Natural Resources Conservation Service guidelines for the preparation of the land. This may include runoff control measures to insure the successful rehabilitation of the land.

Seeding Time: The seeding time with the greatest success is a dormant seeding for areas that cannot be irrigated. Spring seeding can be successful if rainfall is above the historical average. Late summer seedings (late July to mid-August) have shown success in some areas since August and September have historically been the highest rainfall months.

Suggested seeding times (without irrigation) based on Major Land Resource Area (MLRA):

7500-9500 feet elevation
Dormant Seeding (Best) – October 1-November 15 Spring Seeding – not recommended
Late Summer Seeding (Marginal) – August 1-31

Alpine Zone (10,000 feet elevation and above)
Dormant Seeding (Best) – September 1-30 Spring Seeding – not recommended
Late Summer Seeding (Marginal) – July 15-August 15

Seeding Methods: Drilling the grass seed is the best method. Drill depth should be placed between ½ and ¾ inch below the soil surface. For slopes that are greater than 3:1 slope, seeding may be broadcast by hand or mechanical spreader and rated into the upper soil layer (no deeper than ¾ inch). Slopes steeper than 2:1 shall require seed stabilization methods. **Seed should not be incorporated and applied simultaneously with a hydromulch slurry.**

Rate of Seeding: Each specific seed mix will have a rate for the seed and climate.

Mulches: Straw and/or hay used for mulch, must be certified weed free. A hydromulch can be applied to the area after the seed has been drilled in or broadcast. On steep slopes where crimping is not possible, jute matting (biodegradable mesh) may be used as a mulch over the newly seeded areas.

Time Frame of Reclamation Process: Reclamation can require several years (1 to 5) to determine stand establishment. It should be expected that early seral species (such as summer and winter annuals) will occupy the area before the desired perennial stand dominates. Each year the revegetated sites will be reviewed by the Gunnison County Weed Specialist upon which time the permittee will be advised as to the management practices that are expected to ensure reclamation success.

It is expected that the reclaimed areas will be ecologically comparable to the surrounding undisturbed land.

SEEDS RECOMMENDATIONS

Seed mixes in Gunnison County are determined by elevation, moisture, surrounding foliage, and other considerations. The NRCS or the CSU Extension office employee experts that should be consulted for the specific project in question.

Sometimes certain varieties of seed can be substituted.

This seeding recommendation was provided by the Natural Resources Conservation Service.

APPENDIX H

APPENDIX I

APPENDIX J

DEVELOPMENT IMPROVEMENTS AGREEMENT

This Development Improvements Agreement is entered into this _____day of _, 20____ between the Board of County Commissioners of Gunnison County, Colorado (herein the "County"), and (herein the "Permittee") as follows:

1. PURPOSE. The Permittee has submitted to the County the Permitee' application for a permit pursuant to the Gunnison County Standards and Specifications regarding _____(herein the "Project"). The legal description of the Project is attached hereto and incorporated herein as Exhibit "A". As valuable and sufficient consideration for this Agreement, the County and the Permittee agree that approval of such application by the County is expressly conditioned on completion of the improvements described in paragraph 7, below (herein the "Improvements") to the specifications described herein and by the times specified herein. The County and the Permittee further agree that such Improvements are appropriate and necessary requirements to be required by the County, and to be performed by the Permittee and which Permittee shall perform. The County and Permittee further agree that an agreement guaranteeing the Permittee's performance secured by suitable security to protect the interests of the County, and the public in the amount set forth herein is an appropriate condition to the County's approval of such permit. The parties have entered into this agreement to memorialize such understandings and agreements. The relationship of the parties to this Agreement is contractual; Permittee is an independent contractor and is not an agent of the County.

2. DEVELOPER BOUND. The Permittee agrees to accept and be bound by the terms and conditions of the County's issuance of its approval of the Permit and the terms and conditions of this agreement. Permittee accepts the County's review and permitting authority; process and performance of same in connection with the permit as legal and valid and waives any defect therein.

3. CONSTRUCTION.
   A. The Permittee agrees to complete construction of the Improvements within the Project in the locations set forth on the plans attached hereto as Exhibit __, and in accordance with the specifications thereof by not later than _____, 20__, acts of God and any cause beyond the reasonable control of the Permittee excepted, including without limitation labor disputes, laws, regulations, or orders of any governmental entity, orders of court, inability to obtain any required authorization, act of war or donations arising out of or attributable to war, riot, civil strike, insurrection or rebellion, fire, explosion, earthquake, storm, flood or other adverse weather condition, delay or failure by suppliers or material men, contractors, or subcontractors, shortage of or inability to obtain labor, supplies or materials.
   B. The completion deadline set forth in this paragraph 3 may be extended by the County in its sole discretion upon written request of Permittee if the County determines that: (1) such extension of time will not operate to the detriment of the County, the public or the owners of property within the Project; and (2) the County's security is adequate to ensure full performance by Permittee by the extended completion date; and (3) that such an extension would not be in conflict with the conditions of the approved Permit. The County may require Permittee to provide, at Permittee's cost, supplemental estimates by Permittee's engineer of the costs of completion and to provide additional security as a prerequisite to its extension of any completion date. Any

extended completion date granted by the County hereunder may be further extended in like manner.

C. Each contract entered into by Permittee for construction of the Improvements shall provide that the County is a third party beneficiary with all rights to enforce such contracts in place of Permittee in the event of a default by Permittee. Permittee shall provide to County a copy of each such contract upon its execution.

4. ESTIMATED COST. The total cost of the improvements to be constructed by the Permittee as provided by a third-party contractor bid that includes the full scope of work as presented in Exhibit A is estimated currently to be $_____ (including a 10% contingency amount).

5. SECURITY. In order to secure of obligations of the Permittee herein, the Permittee and the County agree that the Permittee shall, at Permittee's sole cost, and before starting work on any phase of the Project or Improvements, and before conveying any portion of the Project, obtain and provide to the County a bond, and/or irrevocable letter of credit or other performance guarantee in a form and content satisfactory to the County to the benefit of the county in an amount of which is 125 percent of the currently estimated cost of the improvements, (including a 10% contingency amount).

If the contract(s) provided to the County pursuant to paragraph 3C indicate a substantially different total cost than estimated in paragraph 4, the amount of security may be increased or decrease. For the purposes of this paragraph 5, substantial is defined as 10 percent or more.

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

6. CERTIFICATION.

A. Not later than _____, 20__, a registered Colorado engineer retained by the Permittee at it s expense shall certify to the County whether the Permittee's construction obligations regarding Improvements under this agreement have been fully and faithfully performed according to design and time specifications. Upon receipt of such certification and a complete copy of as built specifications and drawings, the County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of the County. Permittee agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until Permittee's engineer and the County's representative have had reasonable opportunity to inspect such Improvements.

B. Not later than _____, 20_, Permittee shall provide to the County Attorney a sworn affidavit, signed by the Permittee's authorized representative, that the Improvements completed have been paid for, in full, by the Permittee. The Permittee shall be responsible for the information so provided. Said written certification will be reviewed by the County, but the County shall have no responsibility or liability to any part regarding the veracity of the information so provided.

7. SCOPE OF WORK.
   A. The scope of work to be done by the Permittee shall include, but not be limited to: Exhibit A (Attach applicable details)
   B. The conditions of this agreement and the permit are such that if the obligations hereunder of the Permittee are well, truly, faithfully and timely performed by Permittee, inspected and certified to by the Permittee's engineer, and such performance is accepted by the County in the County's sole discretion, the Permittee's obligations to the County under this agreement except as set forth in 7C below shall be at an end; otherwise such conditions and obligations shall remain in full force and effect.
   C. For a period of one year from and after the acceptance of all of the work described in paragraph 7A, above, Permittee shall, at its own expense, make all needed repairs and replacements to such work as shall, in the County's reasonable opinion, become necessary. The County shall have the right to retain up to $____of the security for up to one year following the acceptance of all of the work described in paragraph 7A. above, as security to ensure such repair and replacement.

8. PARTIAL RELEASE OF SECURITY.
   A. The County recognizes that as work proceeds upon the Improvements, the County's need for security shall be reduced. Accordingly, the County agrees to consider a partial release of the security to be delivered to the Permittee pursuant to paragraph 5 hereof upon receipt of a written certification by Permittee's engineer stating the estimated percentage of remaining work to reach completion, in which event the County may retain security equal to 125 percent of such estimated percent of remaining work to reach completion and shall release the balance of security held by the County.
   B. Upon Permittee's entering into a contract or contracts for construction of improvements hereunder, Permittee and County may negotiate an addendum to this Agreement setting forth such reasonable schedule for partial releases of the security in accordance with the anticipated construction schedule. In such circumstance, the County shall designate and authorize the County Manager, Director of Public Works or County Attorney to make the partial release(s) hereunder after consultation with appropriate County staff.

9. PERMITTEES' DEFAULT. In the event of any default hereunder by the Permittee, the County shall give notice to the Permittee specifying the nature of such default, which notice shall be given by facsimile transmission or by certified mail with return receipt requested addressed to the Permittee at _____. In the event the Permittee does not remedy such default to the satisfaction of the County within 14 days following such notice, the County may elect, in its discretion to exercise all remedies available to it, including but not limited to:

   9.1 To specifically enforce the terms and conditions of this agreement;
   9.2 To draw upon or otherwise obtain the benefit of the security;
   9.3 To exercise any other rights and obtain any other remedies provided by law;
   9.4 To obtain from the Permittee either an extension of the County's security hereunder to guarantee the completion of the improvements only on the conditions (1) that suitable additional security is provided the County to guarantee the construction of said Improvements within the new time period determined by the County, and (2) that the

County determines that it would not be detrimental to the interest of the County, the public or the owners

of property within the Project to allow such extension (3) that the County determines that it would not be in conflict with the conditions of the approved Permit.

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

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

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

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

14. LITIGATION. Nothing contained herein shall prevent either party from obtaining a judicial determination of the violation of its rights hereunder; provided however, that written notice to the other party advising the other party of the alleged violation, and advising that in the event the matter is not resolved by the parties within 14 days thereafter, shall be a condition precedent to the commencement of any litigation.

15. TIME OF ESSENCE. It is mutually agreed that time of performance is an essential part of this agreement and that all terms, covenants and conditions herein shall extend to and become obligatory upon the successors and assigns of the respective parties hereto.

16. VENUE AND CHOICE OF LAW. This agreement is entered into in Gunnison County, Colorado and it I agreed that the exclusive jurisdiction and venue of any action pertaining to the interpretation or enforcement of this agreement shall be in the District Court of Gunnison County, Colorado. The exclusive choice of law pertaining to this transaction shall be that of the State of Colorado without giving effect to Colorado choice of law principles.

17. SEVERABILITY. If any term or provision of this agreement shall be invalid or unenforceable, the remainder of this agreement and the terms and provisions thereof shall not be affected thereby and all other terms and provisions of the agreement shall be valid and enforceable to the full extent permitted by law.

18. ATTORNEYS' FEES. If any action is brought in a court of law by either party to this agreement as to the enforcement, interpretation or construction of this agreement or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees as well as all cost incurred in the prosecution of defense of such action.

19. HOLD HARMLESS CLAUSE. The Permittee shall indemnify, defend and hold harmless the County, its officials, employees and agents from and against liability for damages, injury or death which may arise from the direct or indirect operations of the owner, Permittee, contractors or subcontractors, which relate to the Project.

20. ENTIRE AGREEMENT. This agreement contains the entire and only agreement between the parties regarding development improvements, and no oral statements or representations not contained in this agreement shall be of any force and effect between the parties. This agreement shall not be modified or amended in any manner except by written instrument executed by the parties.

21. BINDING AGREEMENT. This agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

22. NOTICE. All notices and other communications required or permitted under this Agreement shall be in writing and shall be, as determined by the person giving such notice, either hand delivered, mailed by registered or certified mail, return receipt requested or by telecopier or telegraphic communication to the required party at the following addresses:

COUNTY: Board of County Commissioners
200 East Virginia
Gunnison, CO 81230 Telecopier: (970) 641-3061

DEVELOPER: (Name, Address, Etc.)

IN WHEREOF the parties have executed this agreement the date first above written.

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON COUNTY

Attest: _____ By: _____
County Clerk Chairperson or Designee

DEVELOPER

By: _____

STATE OF COLORADO)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 20__. By _____.

My commission expires: _____
Witness my hand and official seal.

_____
Notary Public Address:

APPENDIX K

DEFINITIONS AND ABBREVIATIONS

The following words, terms and abbreviations shall have the following meanings when used in these Standards and Specifications, unless expressly defined in these standards, the words and phrases used in these Standards shall be the same as the LUR:

A. ABBREVIATIONS

1. **AASHTO** means American Association of State Highway and Transportation Officials
2. **CDOT** means Colorado Department of Transportation
3. **FHWA** means Federal Highway Administration
4. **HUTF** means Highway Users Tax Fund
5. **ITE** means Institute of Traffic Engineers

B. DEFINITIONS

ABUT means adjacent or contiguous to, or sharing a common border.

ACCESS means the place, method, or way by which vehicles and pedestrians obtain usable ingress and egress to a property or land use.

1. Residential Access means ingress or egress to no more than two residential units, including any that includes a home occupation, or a multiple-family residence as defined by the Gunnison County Land Use Resolution. Residential access is a private access over 50 inches in width, for the exclusive use of the owners- occupants and their invitees and is not considered a road or highway.
2. Agricultural Access means the access providing ingress and egress exclusively to an agricultural operation and not to any residence(s).
3. Commercial Access means the access providing ingress and egress to any activity defined by the Gunnison County Land Use Resolution as commercial.
4. Industrial Access means the access providing ingress and egress to any activity defined by the Gunnison County Land Use Resolution as industrial.
5. Any other access as determined by the Director.

ADJACENT means abutting or contiguous to or sharing a common border.

AGRICULTURAL ROAD means a road that links agricultural areas to highways and other roads, primarily to enable the transportation of inputs to the farm and agricultural produce to the market.

ALTERNATIVE TRANSPORTATION FACILITY means a trail, sidewalk, public bus or van, rail, or other facility that provides an alternative mode of transportation to travel by private automobile.

ARTERIAL ROAD - See Article III section 3.1

AS-BUILT (OR RECORD) DRAWINGS means a complete and accurate set of construction plans, with all pertinent information superimposed on them to identify the road or related facility as it actually has been constructed.

AVERAGE DAILY TRAFFIC (ADT) is the average number of vehicles that travel through a specific point of a road over a short duration time period (often 7 days or less). It is estimated by dividing the total daily volumes during a specified time period by the number of days in the period.

ANNUAL AVERAGE DAILY TRAFFIC (AADT) means it is the annualized volume of vehicle traffic of a highway or road. AADT estimates, with as little bias as possible, the mean traffic volume across all days for a year for a given location along a roadway. AADT is different from ADT because it represents data for the entire year. Gunnison County accepts the FHWA AADT method for AADT.

AXLE LOAD means the total load transmitted by all wheels on a single axle extending across the full width of the vehicle. Tandem axles 40 inches or less apart shall be considered as a single axle.

BASE COURSE means the layers of specified or selected material of designated thickness placed on a subbase or a subgrade to support a surface course.

BRIDGE means a structure including wall or abutments erected over a depression or an obstruction, such as water, highway or railway and having a track or passageway for carrying traffic or other moving loads.

CEMENT TREATED BASE or "Flowable Fill" means a base consisting of a mixture of mineral aggregate (or soil) and Portland cement, mixed and spread on a prepared surface, to support a surface course.

CHANNELIZATION means the separation or regulation of conflicting traffic movements into definite paths of travel by use of pavement markings, raised islands, or other suitable means to facilitate the safe and orderly movement of traffic, both vehicular and pedestrian.

CITY STREET means roads that are within the boundaries of an incorporated municipality that are dedicated to the public.

COLLECTOR ROAD - See Article III section 3.1

CONSTRUCTION PLANS means a complete and accurate set of detailed plans, including but not limited to profile, specifications, stationing, details, notes and any other information necessary for complete and timely construction of the road or related facility.

CONTROL OF ACCESS means the condition in which the right of access of owners or occupants of land abutting or adjacent to a roadway is controlled by public authority.

COUNTY PRIMARY ROAD SYSTEM means County roads selected pursuant to CRS §§ 43-2-109 and 110, as amended.

COUNTY ROAD means a public road which the Board has placed on the County Primary Road System pursuant to CRS §§ 43-2-109 and 110, as amended.

COUNTY SECONDARY ROAD SYSTEM means roads not on the County primary road system pursuant to pursuant to CRS § 43-2-110, as amended.

CROSS SLOPE (ROADWAY) means a geometric feature of pavement surfaces: the transverse slope with respect to the horizon.

CUL-DE-SAC means a local road open at one end only, and with special provisions for turning around.

CURBWALK means monolithic combination of curb and gutter and sidewalk.

CULVERT means a closed conduit, other than a bridge, which conveys water carried by a natural channel or waterway transversely under the roadway.

WORKING DAYS shall be defined by LUR sec 1-111 COMPUTATION OF TIME.

DELINEATORS means devices used to define the roadbed, and are used as an aid to alert drivers of day and night hazard conditions.

DEPARTMENT means the Gunnison County Public Works Department.

DESIGN LOAD means the loads that must be supported by a structure in terms of live and dead weight loads.

DESIGN PERIOD means geometric design generally based on estimated traffic requirements 20 years after construction.

DESIGN SPEED means a speed determined for design and correlation of the physical features of a road that influence vehicle operation; the maximum safe speed maintainable on a specified section of road when conditions permit design features to govern.

DRIVEWAY see "Residential Access"

ELECTRICAL ASSISTED BICYCLE (e-bike) means a vehicle having two or three wheels, fully

operable pedals, and an electric motor not exceeding seven hundred fifty watts of power. Electrical assisted bicycles are further required to conform to one of three classes as follows:

(a) “Class 1 electrical assisted bicycle” means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
(b) “Class 2 electrical assisted bicycle” means an electrical assisted bicycle equipped with a motor that provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
(c) “Class 3 electrical assisted bicycle” means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour.

EDLA means single axle Equivalent Daily Load Application. (See "Axle Load".)

ENGINEER means Professional Engineer registered in the State of Colorado.

EROSION means the wearing away of a land surface by detachment and transporting of soil and rock particles by the action of water, wind, or other agents.

FLARED INTERSECTION means an un-channelized intersection, or a divided highway intersection without islands other than medians, where the traveled way of any intersection leg is widened or an auxiliary lane added.

FLEXIBLE PAVEMENT means a pavement structure which maintains intimate contact with and distributes loads to the subgrade and depends upon aggregate interlock, particle friction and cohesion of stability.

GEOMETRIC DESIGN means the arrangement of the visible elements of a road, such as alignment, grades, sight distances, widths, slopes, etc.

GUARDRAIL means a protective device intended to make highways safer by reducing accident severity.

GUNNISON COUNTY ROAD SYSTEM means all roads in the Gunnison County primary or secondary road systems.

HIGHWAY means an open way reserved for the passage, generally, of people, vehicles, animals, and goods, where there is comparatively little access and egress and provides a way between prominent termini, as defined by CRS 43-2-201 .

HORIZONTAL ALIGNMENT means horizontal geometrics for safe and continuous operation at a uniform design speed for substantial lengths of highway and must afford at least the minimum stopping distance for the design speed at all points on the highway.

HVEEM STABILIMETER means a device to measure the lateral pressure transmitted by soil or aggregate being subjected to a vertical load. The pressure obtained is used to compute "R" Value. The

internal resistance of the friction property of a bituminous pavement or a base course. Data obtained is used to compute the relative stability.

INCLUDE means including without limitation.

INSPECTOR means the Director, or designee.

INTERSECTION means the area embraced within the prolongation or connection of the lateral curb lines, or if none, then the lateral boundary lines of the roadways of two highways, streets, roads or accesses, or any combination of thereof, which join one another at, or approximately at, right angles, or the area within which vehicles traveling on different highways joining at any other angle may come in conflict.

LANE - See Article III section 3.1

LIME TREATED BASE means a base consisting of a mixture of soil, hydrated lime and water, usually mixed in place and placed to support a pavement structure, or the components thereof.

LOCAL ROAD- See Article III section 3.1

LOW WATER CROSSING means a structure used to cross a drainage course that provides only for limited conveyance of run-off under the traveled way with higher flows passing both under and over the traveled way.

MAY means a permissive condition.

MINIMUM COVER means the point of minimum cover shall be the edge of the paved shoulder giving the least cover over the culvert or structure.

MINIMUM TURNING RADIUS means the engineer determined radius of a minimum turning path.

NON-MOTORIZED TRAIL means a dirt, gravel or paved trail suitable for Class 1 or 2 E-bicycle, bicycle, pedestrian or equestrian travel that is physically constrained to 50" or less in width.

PASSING SIGHT DISTANCE means the minimum sight distance on two or three lane highways that must be available to enable the driver of one vehicle to pass another vehicle safely and comfortably without interfering with the speed of an on- coming vehicle traveling at the designed speed should it come into view after the overtaking maneuver is started.

PAVEMENT means that part of a roadway having a constructed surface for the facilitation of vehicular movement.

PAVEMENT STRUCTURE means the combination of subbase, base course and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

PHYSICAL SURVEY means a field survey resulting in a drawing that shows all physical improvements located on the property. This will include topographic information of locations of both human-made and natural features on a parcel of land. These features may include roads, buildings, ditches, trees, streams and utilities. To perform a physical survey, the surveyor shall visit the property, locate the boundaries, set boundary corner monuments, and verify the accuracy of existing boundary markers.

PLANT MIXED BITUMINOUS BASE means a base consisting of mineral aggregate and bituminous material, mixed in a central plant, laid and compacted while hot, on subbase or a subgrade, to support a surface course.

PORTLAND CEMENT CONCRETE PAVEMENT means a pavement composed of Portland cement concrete on a prepared subgrade or base course in accordance with plans and specifications.

PRIMITIVE ROAD means a road that has all of the following characteristics:

1. The road does not have the physical capacity to allow ready access to emergency services providers (e.g. medical emergency or fire suppression vehicles);

2. No public utility has been extended after May 7, 2002, or is proposed to be extended, to any lot served by the road;

3. Does not currently serve, and is not proposed to serve, average daily traffic more than the minimum threshold for a local intermittent road;

4. Any residential use established after May 7, 2002, shall be limited to seasonal use only by deed restriction or other instrument acceptable to Gunnison County

PRIVATE ROAD means any road that is not a public road.

PRIVATE ROADS UNDER COUNTY JURISDICTION means roads that have been permitted through the County Land Use Process.

PUBLIC ROAD OR HIGHWAY means:

1. All roads over private lands dedicated to the public use by deed to that effect, filed with the office of the Gunnison County Clerk and Recorder when such dedication has been accepted by the Board; and

2. All roads over private or other lands dedicated to public uses by due process of law, and not heretofore vacated by an order of the Board duly entered of record in the proceedings of the Board; and

3. All roads over private lands that have been used adversely without interruption or objection on the part of the owners of such lands for 20 consecutive years; as defined by Colorado law; and

4. All toll roads or portions of them that may be purchased by the Board from the incorporators or charter holders of them, and thrown open to the public; and

5. All roads over the public domain whether agricultural or mineral.

PUBLIC WORKS DIRECTOR, DIRECTOR OF PUBLIC WORKS, OR DIRECTOR means the Assistant County Manager for Public Works or the person functionally responsible for the administrative and managerial duties of the Public Works Department.

R VALUE means the resistance value of the soil while in a state of density and degree of saturation typical of the most adverse conditions to be expected on the road during the service life.

REGIONAL FACTOR means a numerical factor expressed as a summation of the values assigned for precipitation, elevation and drainage. This factor is used to adjust the structural number.

RESIDENTIAL DRIVEWAY - See "Access"

RIGHTS-OF-WAY means a general term denoting lane, property, or interest therein, usually in a strip, acquired for or devoted to transportation purposes.

ROAD is a general term for denoting an open public way, including the entire area within the right-of-way. reserved or ordinarily used for the passage, generally, of people, vehicles, animals and goods and includes trails and non-motorized ways.

ROADSIDE means the area adjoining the edge of the roadway.

ROAD SIGN means a traffic control device mounted on a support above the level of the roadway that conveys a specific message by means of unchanging words or symbols.

ROADWAY means the portion of a highway, including shoulders, for vehicular use.

ROADWAY PRISM means the area of a road bounded by the traveled surface, the shoulders and lines projecting downward and away from the outside edge of the shoulder.

SERVICEABILITY INDEX means a number which is indicative of the pavement's ability to serve traffic at any specific time.

SHALL means a mandatory condition.

SHOULD means a recommended but not mandatory condition.

SHOULDER means the portion of a roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use and for lateral support of base and surface courses.

SIGHT DISTANCE means the distance visible to the driver of a passenger vehicle, measured along

normal travel path of a roadway, to the roadway surface or to a specified height above the roadway, when the view is unobstructed by traffic.

SINGLE-UNIT TRUCK means a freight vehicle of two or three axles, a single unarticulated frame, and larger than a pickup.

SLOPE EASEMENT means an easement for cuts or fills.

SPEED STUDY or TRAFFIC STUDY means the collection and assessment of crash data, recent and planned roadway or adjacent land use changes, and even anecdotal information that can be obtained from safety, planning, enforcement, and other stakeholders. The data collected shall be used by a licensed engineer to examine the speeds of free-flowing traffic, roadway geometry, crash characteristics, land use, and access.

STANDARDS means the Standards identified in this Gunnison County Standards and Specifications, as amended.

STABILIZATION means modification of soils or aggregate by incorporating materials that will increase load bearing capacity, firmness and resistance to weathering or displacement.

STATE HIGHWAY means roads that are within the County that are dedicated to the public, but are maintained by the Colorado Department of Transportation.

STOPPING SIGHT DISTANCE means the distance required by a driver of a vehicle, traveling at a given speed, to bring his vehicle to a stop after an object on the roadway becomes visible. It includes the distance traveled during the perception and reaction times and the vehicle braking distance.

STREET means a linear way for the conveyance of traffic that mostly has an improved surface for use by vehicles (motorized and non-motorized) and pedestrians and is primarily terminating at residences (see access).

STRUCTURE means anything constructed or erected, that requires location on the ground, or is attached to something having location on the ground, including portable shelters for human habitation or use, recreational vehicles and tents, storage, transmission or distribution facilities or public utilities, but not including transmission lines of less than 45 kilovolt capacity, or fences.

SUBBASE means the layer or layers of specified or selected material of designed thickness placed on a subgrade to support a base course.

SUBGRADE means the top surface of a roadbed upon which the pavement structure and shoulders, including curbs, are constructed.

SUPERELEVATION means the vertical distance between the heights of inner and outer edges of highway pavement used to prevent a vehicle from sliding outward, or to counteract all the centrifugal force of a vehicle traveling at an assumed speed.

SURVEY (BOUNDARY SURVEY) means a drawing of the property that details the location of the lot, property lines, home, Onsite Wastewater Treatment System, and any other structures within its bounds. Also known as land survey plats (LSPs), a boundary survey is used to measure and depict the precise and exact corners and limits of a particular parcel of land. The most common use of these surveys are within real-estate transactions to assess the size and shape of a plot of land before purchase; to plan the construction of property-defining assets; to make improvements on existing structures; to create easements or encroachments; or to resolve disputes, such as party responsibility for property damage.

SUSTAINED GRADE means a continuous highway grade of appreciable length and consistent or nearly consistent gradient.

TEMPORARY ACCESS OR ROAD means an access or road that is limited in scope, duration, and/or frequency of use to serve only a vacant parcel and which does not require major cut and fill, and is constructed only for the purpose of determining the constructability of the submitted site plan, land use application, or proposed structure.

TERRAIN means the topography of the profile of a highway, road, or street. As used in this manual, the term generally has one of two modifiers; rolling, or mountainous. These two modifiers represent combinations or geometric features in varying degrees which relate primarily to gradients and horizontal and vertical alignment. They reflect the effect on capacity of the operating characteristics of trucks in terms of their passenger cars are equivalent under the different geometric conditions.

TOPOGRAPHY means the configuration of the earth surface including the shape and position of it's natural and man- made features.

TRAFFIC CONTROL DEVICE means any sign, signal, marking or installation placed or erected under public authority, for the purpose of regulating, warning, or guiding.

TRAIL means an open way reserved for the passage and use, generally, of people, mechanized or non-mechanized machines, motorized or non-motorized vehicles, and animals and goods that is physically constrained to 50” or less wide.

TRAVELED WAY means the portion of the roadway for the movement of vehicles, exclusive of Shoulders and auxiliary lanes.

EXHIBIT A

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT
SCHEDULE OF FEES

Adopted separately by the Gunnison County Board of Commissioners January, 2025

ALL FEES DUE IMMEDIATELY

Access Permit:	
Review of existing access or modified site plan	$100.00 / occurrence
Driveways up to 150 feet	$788.00
Driveways from 150 feet up to 600 feet	$1,062.00
Driveways over 600 feet	$1,687.00
Final re-inspection fee	$500.00
Reclamation Permit	$670.00
Reclamation Permit Bonding (Deposit) - Refundable	
Initial 10,000 square feet of disturbance	$1,500.00
Each additional 1,000 square feet	$200.00
Special Transport Permit (Oversize/Overweight)	
Single Trip Permit	$30.00 - $125.00 plus $10 per axle for overweight
Annual Permit	$250.00 - $650.00
Revocable Right-of-way Permit	$274.00
Utility Permit	$817.00 + $2,500.00 security deposit for fist 500 feet + $5.00 / linear foot after
Final re-inspection fee	$500.00 / occurrence
Vacation of a Street or Alley	$1,524.00
Waiver of Standards	$300.00 / occurrence
Stop Work Order Fee	$703.00 / violation + any hourly violation fees incurred**
Violation Hourly Rate	$200.00**

**** Additional cost of office materials, advertising, postage, or staff time will be extra**
Fees adjust accordingly every year based on CPI

FIGURE 4-1

INSERT GRAPHIC HERE

TABLE 3-1

SUMMARY OF ROAD WAY DESIGN ELEMENTS

Functional Classification	Average Daily Traffic	Minimum Right-of-Way Width	Rights-of-Way Width High-Snow	# of Lanes	Lane Width	Shoulder Width Each Side	Curb & Gutter Ped. Path
Major Arterial (Paved)	3000+	100’	120’	2-3	12’	4’	2’/5’ (Optional)
Suburban Com/Ind Collector (Paved or Gravel)	0-500	60’	100’	2	12’	4’	2’/0’ (Optional)
Suburban Lane (Paved or Gravel)	13-500	60’	100’	2	10’	2’	
Rural Arterial (Paved)	1000-2999	80’	100’	2	11’	2’	2’/0’ (Optional)
Rural Collector (Paved)	500-999	60’	80’	2	11’	2’	
Rural Local (Gravel/Paved)	200-499	60’	80’	2	10’	2’	
Rural Lane (Gravel)	30-199	60’	80’	2	10’	1’	
Local Intermittent *(Native/Gravel)	13-90	60’	80’	2	8’	0’	
Primitive Recreation Road	N/A	40	40’	1	8-16’	0’	

* Single lane roads with turnouts used for low volume traffic. Turnouts shall be intervisible

High-Snow areas are when the Design Ground Snow Load is equal to or greater than 90 pounds per square foot for adjacent properties as determined by the building department, using the Structural Engineers Association of Colorado, Colorado Ground Snow Map.

TABLE 4-8

PAVEMENT DESIGN REGIONAL FACTOR

Annual Precipitation

18" – 23"	0.00
14" – 17"	-0.25
Less than 14"	-0.50

Elevation

Over 9500	1.50
8500 – 9500	1.00
7500 – 8500	0.50
Less than 6500	0.25

Drainage

*Very Poor	1.00
Poor	0.50
Fair	0.25
Good	-0.25

* High groundwater table

Frost

**Frost boils in area	3.00
**Frost susceptible soil, frost penetration over 28"	1.00
Frost susceptible soil, frost penetration under 28"	0.25

** Moisture available when subject to frost action

The Minimum Regional Factor shall be no less than 2.00.

Other conditions that may influence the choice of regional factors are:

1. Elevation of the grade line, especially in swampy areas where the roadbed soils may be saturated for long time periods.

2. Number of freezing and thawing cycles during winter and early spring.

3. Steep grades with large volume of heavy trucks.

4. Areas of concentrated turning and stopping movements, such as bus stops, etc.

TABLE 4-9

PAVEMENT DESIGN STRENGTH COEFFICIENTS

Component	Limiting Test Criteria	Coefficient
Plant Mix Seal		0.25
Hot Bituminous Pavement	Rt ≧95	0.44
" " "	Rt = 90-94	0.40
" " "	Rt = 87-89	0.35
" " "	Rt = 84-86	0.30
" " "	Rt ≦83	0.25
Road Mix Bituminous Pavement		0.20
Existing Bituminous Pavement		0.20 to 0.44
Plant Mix Bituminous Base	Rt ≧90	0.34
" " "	Rt = 85-89	0.30
" " "	Rt = 80-84	0.25
" " "	Rt ≦79	0.22
Aggregate Base Course [A.B.C.]	"R" ≧84	0.14
" " "	"R" = 78-83	0.12
" " "	"R" = 70-77	0.11
" " "	"R" ≦69	0.10
Emulsified Asphalt Treated A.B.C.	Rt ≧95	0.23
" " "	Rt = 90-94	0.20
" " "	Rt = 84-89	0.15
" " "	Rt ≦83	0.12
Cement Treated A.B.C.	7-day test ≧650 psi	0.23
" " "	7-day test = 400-649 psi	0.20
" " "	7-day test ≦399 psi	0.15
Hydrated Lime Treated A.B.C.	"R" = 84	0.14
" " " "	"R" = 78-83	0.12
Borrow Material		0.10 *

* Used only to determine a value of strength for layers of soil and/or borrow material which are located above the soil layer from which the soil support value of the subgrade is determined.

NOTE: The minimum strength coefficient for the Base Course on highways having a current ADT volume of 750 or greater shall be 0.12.

TABLE 4-10

PERMISSIBLE VELOCITIES FOR ROADSIDE DRAINAGE DITCHES

Roadside channels with erodible linings Major (earth; no vegetation):	**Minor and Design Storm**
Soil Type or Lining	Permissible velocity (fps)
Fine sand (noncolloidal)	2.5
Sandy loam (noncolloidal)	2.5
Silt loam (noncolloidal)	3.0
Ordinary firm loam	3.5
Fine gravel	5.0
Stiff clay (very colloidal)	5.0
Graded, loam to cobbles (noncolloidal)	5.0
Graded, silt to cobbles (noncolloidal)	5.5
Alluvial silts (noncolloidal)	3.5
Alluvial silts (colloidal)	5.0
Coarse gravel (noncolloidal)	6.0
Cobbles and shingles	5.5
Shales and hard pans	6.0
Roadside channels, lines with various grass covers (uniform stand; well maintained)	

LOW ELEVATION (< 8,500 FT)

Dry areas with well-drained (often more sandy or shallow) areas dominated by lower-growing sagebrush and sparse vegetation. Low amounts of flowers and moderate levels of bare soil.

Area examples: Antelope Hills, Parlin, Doyleville, Hartman Rocks.

Seed Mix: Sheep Fescue-1, Sandberg Bluegrass-1, Western Wheatgrass-4 (Totaling 6 lbs/acre). May add Indian Ricegrass and Bottlebrush Squirreltail.

Use crested wheatgrass in areas where other species are not taking.

MID ELEVATION (8,500-9,500 FT)

Slightly higher in elevation, but still dominated by sagebrush. More robust grass cover and a moderate diversity of flowers. Areas will have snowberry interspersed throughout, indicating a slightly higher moisture regime. Soils are deep (greater than 3 ft).

Area examples: Mid-Ohio Creek, Powderhorn.

Seed Mix: Western Wheatgrass-4, Sandberg Bluegrass-1, Indian Ricegrass-3, Squirreltail-1 (Totaling 9 lbs per acre).

HIGH ELEVATION (9,000-10,000 FT)

Areas where sagebrush is still dominant, but where pockets of aspen begin to come in. Grasses &

flowers are prevalent, and bare ground is very low. The soil is deep and dark, but still well-drained.

Area examples: Arrowhead, CB South, Upper Ohio Creek, Crested Butte

Seed Mix: Western Wheatgrass 36%, Slender Wheatgrass 55%, Canby Bluegrass 9% (Totaling 11 lbs/acre)

TABLE 5-1

COMPACTION REQUIREMENTS

A. Minimum Requirements for Compaction of Embankments and Subgrades

Density, Percent c

Class of Soil (ASSHTO M145)	Under 50 ft(a) High	50 ft & Over	Subgrade
A-1, A-3	95	95	100
A-2-4, A-2-5	95	95	100
A-2-6, A-2-7	95	(b)	95
A-4, A-5, A-6, A-7	95	(b)	95

(a) 1 ft = 0.3048 m.

(b) Use of these materials requires special attention to design and construction and shall be specified by the design engineer and approved by the County Public Works Department.

B. Minimum Requirements for Compactions of Utility Trenches

Material	Density Percent	AASHTO Standard
Bedding Material	90%	T-99
Backfill	95%	T-99

TABLE 5-2

REQUIRED QUALITY CONTROL TESTS

Item	Type of Test	Minimum Test Frequency
Subgrade and Embankment	Moisture-Density Curve	1 per soil type
Compaction	In-Place Density	1/3, 400 sq.ft./lift*
Aggregate Base Course or Subbase Course	Gradation	1/1,000 ton or fraction thereof on each class
	Moisture-Density Curve	1/source on each class
	In-Place Density	1/200 ton*
Hot Bituminous Pavement	Asphalt Content	1/500 tons or 2 per project whichever is the lesser
	Gradation	Aggregate-minimum of 2/source
Sidewalks and Curbing (Concrete)	Compressive Strength	1 set cylinders (4) per 1,000 sq. yds. Of sidewalks and/or 2,000 In. ft. of curbing, minimum 1 set per project
	Slump & Air Content	1 per set of cylinders and as often as needed for quality control
Utility Trench Backfill	In-Place Density	1/400 In. ft. of trench; or 1/branch of section if <400 ft. ½ ft. vertical lift of backfill material (First test ≤ 2 ft. above the pipe, last test at pavement subgrade or 6 in. below ground surface on unpaved areas)
Manholes/Structures Compaction	In-Place Density	1/structure per 2 ft. vertical lift

***Failing areas are to be retested**
All testing shall be done in accordance with the most recent edition of AASHTO Test Standards.

GUNNISON COUNTY

STANDARDS AND SPECIFICATIONS

FOR

NEW CONSTRUCTION OF

ROADS AND BRIDGES

Adopted October 22, 1991
Amended March 2, 1993
Amended May 28, 1996
Amended June 3, 1997
Amended June 20, 1997
Amended May 7, 2002
Amended May 20, 2008
Amended June 9, 2020

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GUNNISON COUNTY
STANDARD SPECIFICATIONS
FOR
NEW CONSTRUCTION OF
ROADS AND BRIDGES

ARTICLE I

GENERAL PROVISIONS

1.1 Title

This document (as it may be amended by the Board of County Commissioners) shall be known as the "Gunnison County Standards and Specifications for New Construction of Roads and Bridges", and will be referred to herein as "these Standards and Specifications."

1.2 Purpose

The purpose of these Standards and Specifications is to provide for the uniform planning, design, construction, and permitting of new roads and related facilities and/or improvements to existing roads and related facilities in Gunnison County, and further, to provide for the administration of the Gunnison County Road System and public roads under the jurisdiction of Gunnison County in a manner consistent with applicable federal, state and local statutes, ordinances and regulations. These Standards and Specifications identify the minimum standard or specification necessary to achieve public safety, functional effectiveness, ease of maintenance, pleasing appearance, and to address environmental concerns.

1.3 Permit Required

Unless otherwise expressly excepted by these Standards and Specifications, no person shall engage in, cause or allow any construction of, or work on or in, any road under the jurisdiction of Gunnison County or approved by Gunnison County unless that person has first obtained each appropriate permit required by these Standards and Specifications. If such activity has begun before issuance of such permit(s), no permit shall be issued until the applicant ceases the activity, remedies any damage caused, and complies with all enforcement actions taken by Gunnison County. The following permits are required as appropriate according to the anticipated work:

1. Underground Utility Construction Permit (see Section 7.2)
2. Surface Alteration Permit/Road Cut Permit (see Section 7.3)
3. Access Permit (see Section 7.4)
4. Oversize/Overweight Permits (see Section 7.5)
5. Snow Removal Permit (see Section 7.6)
6. Revocable Right-of-Way Permit (see Section 7.7)

1.4 Scope and Application

These Standards and Specifications apply to County, public and private roads under the jurisdiction of Gunnison County.

1.5 Partial Exemptions

The following are partially exempt from the requirements of these Standards and Specifications:

1. Agricultural roads are exempt from these Standards and Specifications except that they require access permits as set forth herein. (see Section 4.5 and Section 7.4)

1.6 Authority

It is the intent of the Board in adopting and enforcing these Standards and Specifications to fully exercise all authority and power conferred on it by, and to rely on, Colorado law including but not limited to C.R.S. 43-1-101 et. seq., 43-2-101 et. seq. and 30-11-107 (i)(h).

C.R.S. Title 42, Article 4 authorizes the Board to regulate traffic on County roads and public roads under County jurisdiction. C.R.S. Title 42, Article, 4, and Title 43, Article 2 also authorizes local governments to regulate vehicular access to or from any public highway under their respective jurisdiction to or from property adjoining such highway in order to protect the public health, safety and welfare, to maintain smooth traffic flow, to maintain highway right-of-way drainage and to protect the functional levels of public highways. Colorado law, including but not limited to C.R.S. Sections 43-5-301 et. seq. prohibit anyone from obstructing a highway.

1.7 Amendments

These Standards and Specifications, may be amended, or repealed, in whole or in part, by the Board only after a public hearing on the proposed amendment, or repeal. Notice of such public hearing, setting forth the date, time, place and general purpose of such public hearing, shall be published in a newspaper of general circulation within Gunnison County at least once a week for two consecutive weeks immediately before the hearing; such notice need not include the specific language of the proposed amendment or repeal.

1.8 Severability

If any section, clause, provision, or portion of these Standards and Specifications should be found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such determination shall not affect the validity of these Standards and Specifications as a whole or any part of these Standards and Specifications other than the part determined to be unconstitutional or invalid. Nor will such a finding affect the validity of any permit previously issued, financial security previously accepted, or action previously taken by the County, except as specifically adjudicated by the court.

1.9 Waiver

A. No waiver of these Standards and Specifications shall be valid unless approved by the Board in writing as set forth in this section.

B. Only the Board may approve a waiver of these Standards and Specifications except that the Director of Public Works has the limited authority to waive these Standards and Specifications only for a driveway or for an insignificant extension of an existing road; the Director may refer such waivers to the Board. The Board, or if applicable the Director of Public Works, may place special conditions on the approval of a waiver. Such conditions may relate to the following:

1. Seasonal use;
2. Number of structures;
3. Size of structures;
4. Type of use;
5. Existence of public utilities; and
6. No increased risk to emergency services personnel, without limitation.

C. A waiver shall be project specific and shall not establish a precedent for any other proposed waiver.

D. No waiver shall be granted unless and until all fees and costs set forth on Exhibit A have been paid to Gunnison County.

E. A request for a waiver must be made in writing and identify the following:

1. The name, address and telephone number of the applicant;

2. Identification of the subject property and road;

3. A specific description of the requested waiver (including relevant, proposed construction plans);

4. A detailed explanation of why the proposed waiver is warranted by site specific conditions which create an unusual aspect or feature not shared by property in general; and

5. A detailed explanation of why the proposed waiver:

a. Would not adversely affect the safe, efficient and orderly movement of motorized and non-motorized traffic;

b. Would not adversely affect health or safety;

c. Would not cause substantial injury to the owner or occupant of adjacent land(s);

d. Would not cause substantial injury to the environment; and

e. Would provide the functional equivalent of these Standards and Specifications.

6. Any other information required by the Board or Director of Public Works (e.g. survey).

F. No public hearing is required for a determination of a waiver by the Director of Public Works.

G. Within fourteen days of receipt by the Board of a complete petition for waiver, to be determined by the Board, the Board shall set a date, time and place for a public hearing on that petition. The Public Works Department shall publish, at a minimum, notice of such hearing once a week, for the two consecutive weeks immediately before the hearing. The applicant for the waiver must notify all property owners adjacent to the road, no later than fourteen days before the hearing, by mailing to each of them, by certified mail, return receipt requested, a complete copy of the request for a waiver and a copy of the notice of the public hearing; the applicant must provide proof of such notification to the Director of Public Works at least seven days prior to the public hearing.

H. No waiver shall be granted unless the Board, or if applicable the Director of Public Works, determines in writing the applicant has established by clear and convincing evidence that:

1. The waiver is warranted by site specific conditions which create an unusual aspect or feature not shared by property in general; and

2. The waiver will not adversely affect the safe, efficient and orderly movement of motorized and non-motorized traffic; and

3. The waiver will not adversely affect health or safety; and

4. The waiver will not cause substantial injury to the owner or occupant of adjacent land(s); and

5. The waiver will not cause substantial injury to the environment; and

6. The proposal will provide the functional equivalent of these Standards and Specifications.

I. An application for a waiver may be considered concurrently with an application for a land use change unless staff believes there will be significant neighbor or public concern, in which case the waiver will be considered first.

The applicant must prepay the estimated cost of administrative fees, publication and certified mailings as identified in the Schedule of Fees (Exhibit A).

ARTICLE II

ADMINISTRATION

2.1 Road Systems

The road system in Gunnison County consists of federal highways, state highways, county roads, city streets and alleys, town streets and alleys, other public roads and private roads.

2.1.1 The Colorado State Highway System

The Colorado State Highway System in Gunnison County is administered by the Colorado Department of Transportation under the direction of the Executive Director and the State Highway Commission. The Colorado Department of Transportation has full responsibility for the construction and maintenance of all Colorado state highways within the unincorporated areas of Gunnison County. Within incorporated areas, maintenance responsibilities may be assumed by a municipality under a maintenance agreement. The placement of traffic control signs on all County roads at an intersection with a state highway is under the jurisdiction of the Colorado Department of Transportation.

Access to the Colorado State Highway System in Gunnison County is administered by the Colorado Department of Transportation through the State Highway Access Code, and other applicable regulations.

NOTE: The portion of the access from the edge of the CDOT right-of-way to the building footprint must comply with the access requirements in Section 4.5 and Section 7.4.

Planning for state highways is conducted by the Colorado Department of Transportation in cooperation with the county, local municipalities, and other agencies.

2.1.2 The County Road System

The State of Colorado, by statute, authorizes the Board to administer the County Road System, including but not limited to planning, design, construction, maintenance and traffic regulation of County, public and private roads under County jurisdiction.

A. The Gunnison County Road Map. A Gunnison County Road Maintenance Map has been adopted by the Board of County Commissioners. This Map shall be updated periodically to reflect additions, deletions and alterations to the County Road System. Copies of the County Road Map shall be available from the County Public Works Department for a nominal fee. (See Exhibit A).

B. Road Administration. The Board shall determine the general policies and priorities of the County as to County roads, and public and private roads under County jurisdiction. The Board shall develop planning, design and construction standards, and regulate, inspect and enforce activity conducted pursuant to such standards.

1. The County Public Works Department is responsible for the maintenance, repair and improvement of certain designated County roads and bridges, and the inspection and regulation of utility installation and access points in County rights-of-way.

2. County Maintenance. Gunnison County shall maintain all roads under its jurisdiction for which the County receives gas tax monies pursuant to HUTF reporting. Nothing in these Standards and Specifications creates or shall be construed to create any obligation of Gunnison County to maintain, or to allow private maintenance, of any road or portion of a road; the quantity, quality and frequency of such maintenance shall be in the sole discretion of the Board.

3. County Snowplowing. Nothing in these Standards and Specifications creates or shall be construed to create any obligation of Gunnison County to snowplow, or to allow private snowplowing, of any road or portion of a road; the quantity, quality and frequency of such snowplowing shall be in the sole discretion of the Board.

2.1.3 City Streets

Each city and town in the County should have a street system that consists of all streets open and used by the public. Those streets will be designated as required by the federal aid to urban systems.

2.1.4 Mixed Jurisdiction

Situations arise in which both the County and a municipality or other government agency have ownership and/or jurisdiction over portions of the same road (e.g., a municipality annexes to the centerline of a County road.) The standards applicable in each such situation shall be determined on a case-by-case basis by the governing authorities and shall be reduced to a binding written instrument. To reduce jurisdictional problems, municipalities are encouraged to annex full width roads when annexing new areas.

2.1.5 Other Public Roads

Colorado Revised Statues, C.R.S., Section 43-2-401 declares the following to be public highways:

A. All roads over private lands dedicated to the public use by deed, to that effect, filed with the County Clerk and Recorder of the county in which such roads are situated, when such dedication has been accepted by the Board of County Commissioners. A certificate of the County Clerk and Recorder with whom such deed is filed, showing the date of the dedication and the lands so dedicated, shall be filed with the County Assessor of the county in which such roads are situated;

B. All roads over private or other lands dedicated to public uses by due process of law and not heretofore vacated by an order of the Board of County Commissioners duly entered of record in the proceedings of said Board;

C. All roads over private lands that have been used adversely without interruption or objection on the part of the owners of such lands for twenty (20) consecutive years;

D. All toll roads or portions thereof, which may be purchased by the Board of County Commissioners of any county from the incorporators or charter holders thereof and thrown open to the public;

E. All roads over the public domain, whether agricultural or mineral.

2.1.6 Private Roads

Gunnison County assumes no maintenance responsibility on private roads, and does not regulate utilities on private roads. The use of the private roads for emergency services, postal delivery, or school pickups must be arranged by the owner with the appropriate agency.

2.2 Road System Regulations

2.2.1 Traffic Control Devices

No person shall install a traffic control device on a County road or public road under County jurisdiction without prior written permission from Gunnison County; all traffic control devices installed on County roads or public roads under County jurisdiction shall conform to the latest edition of the Manual on Uniform Traffic Control Devices, published by U.S. Department of Transportation, Federal Highway Administration. Said manuals will be available for review at the County Public Works Department. The County Public Works Department may conduct accident studies, traffic analysis, traffic control studies, or any other engineering studies required by state law or by the Manual on Uniform Traffic Control Devices which are prerequisite for the installation of traffic control devices on County roads. The cost of obtaining such information shall be borne in whole or in part by the project proponent as reasonably determined by the Director of Public Works.

If the need for such device is caused by additional traffic resulting from a new development, the project proponent shall be required to pay all or a pro-rata share of the necessary installation.

2.2.2 Cooperation with Other Entities

Insofar as possible, the County Public Works Department, and other officials of Gunnison County, should seek the cooperation of all law enforcement officials in administering the provisions contained herein, and in developing ways and means to improve traffic conditions.

2.3 Enforcement

A. These Standards and Specifications shall be enforced in accordance with the requirements of Colorado law and as provided herein. Each enforcement remedy can be invoked by Gunnison County independently or in conjunction with any or all of the other enforcement remedies.

B. The Board, County Manager and designees, the Director of Public Works and designees, and such other persons as the Board may designate are charged with and authorized to enforce all the requirements of these Standards and Specifications.

C. Notification To Correct Violation. When a person charged with enforcement of these Standards and Specifications has reasonable cause to believe that any activity is being conducted or any condition exists which is contrary to or in violation of these Standards and Specifications, or any permit issued pursuant to them, the Director shall give written notice to the responsible person, by certified mail, return receipt requested, at that person's last known address. The notification shall state which requirements are being violated, shall state the conditions that are to be satisfied for compliance, and shall state that the violator shall correct the violation within seven (7) days, or sooner, of receipt of the notification. Such written notification is cumulative to, and not a prerequisite to, any other enforcement remedies available to Gunnison County. The Director shall issue a written compliance letter only if the activity or condition that is the basis for the notice has been remedied and any required reclamation work completed.

D. Stop Order. When a person charged with enforcement of these Standards and Specifications has reasonable cause to believe that any activity is being conducted or any condition exists which is contrary to or in violation of these Standards and Specifications or any permit issued pursuant to them, the Director may, by written notice ("Stop Order") order the activity stopped, and/or condition remedied immediately or by a time certain. The stop order shall be served by delivering it or mailing it certified mail, return receipt requested, to any person engaged in the activity or responsible for the condition. The stop order shall be complied with by all persons. The stop order shall remain in effect until the Director determines that the activity or condition that is the basis for the stop order has been remedied, and the Director issues a written compliance letter only if the activity or condition that is the basis for the notice has been remedied and any reclamation work completed. The issuance of a stop order is cumulative to, and not a prerequisite to, any other enforcement remedies available to Gunnison County.

E. Suspension or Revocation of Permit. When a person charged with enforcement of these Standards and Specifications has reasonable cause to believe that any activity is being conducted or any condition exists which is contrary to or in violation of these Standards and Specifications or any permit issued pursuant to them, the Board may schedule a hearing to determine whether any relevant permit shall be suspended or revoked. The Board shall give written notice of the hearing to the holder of the permit by mailing notice by certified mail, return receipt requested at the last know address, postmarked at least 14 days before the hearing. The notice shall contain a summary of the grounds for the potential suspension or revocation. At the hearing, the Director shall have the burden to demonstrate, by credible evidence, that the permit should be suspended or revoked. The Board shall suspend or revoke the permit if, after the close of the hearing, and based on credible evidence, obtained at the hearing, either of the following findings is made by the Board:

   1. The permit was issued in reliance on materially erroneous or misleading information from the applicant or his/her representative;

   2. Activity is being conducted or a condition exists that is a violation of these Standards and Specifications or a permit issued pursuant to them. Notification of the Board's decision shall be provided by the Director to the holder of the permit by certified mail, return receipt requested, within 7 days of the Board's decision. The suspension or revocation shall remain in effect until the Board determines that the activity or condition that is the basis of the suspension or revocation has been remedied and any required reclamation work completed, and the Board issues a written compliance order. The remedy of suspension or revocation is cumulative to, and not a prerequisite to, any other enforcement remedies available to the Board.

F. No Processing of Applications. No permit application shall be processed or approved pursuant to these Standards and Specifications, and no Building permit or other permits shall be issued by Gunnison County, for persons or property that is the subject of an existing stop order or suspension order. This enforcement remedy is cumulative to, and not a prerequisite to, any other enforcement remedies available to the Board.

G. Other Remedies. The Board may seek all civil, criminal and /or other legal or equitable remedies available to it for any violation of these Standards and Specifications. Such remedies are cumulative to, and not a prerequisite to, any other enforcement remedies available to the Board.

H. Abatement and Reclamation. No compliance order shall be issued unless and until the activity or condition is abated and reclaimed to the satisfaction of the Director of Public Works at the cost of the violator; Gunnison County shall have the right to abate and reclaim the violation at the cost of the violator.

2.4 Inspection

A. The Director is hereby empowered and directed to inspect and examine the use, occupation, or development of, or activity in, each and every area or activity subject to these Standards and Specifications for the purpose of determining from time to time whether any use, occupation, development or activity is in violation of any of the provisions of these Standards and Specifications or of any permit issued or required pursuant to these Standards and Specifications.

2.5 County Road System Additions and Improvements

A. By the County. The Board may lay out, alter, or change any road in the County Road system under its jurisdiction, and acquire lands for County roads. The County Public Works Department has the primary staff responsibility for the planning, design, right-of-way acquisition, construction and inspection of all additions and improvements to the existing County Road System. Such activities will comply with these Standards and Specifications.

B. By Others. Any road proposed by other than the County to be added to the existing County Road System will ordinarily pass through six review steps: planning, acceptance of design, permitting, acceptance of right-of-way dedication, construction, and inspection. As a final step, the Board may accept maintenance and/or plowing responsibilities for the road. Such activities will comply with these Standards and Specifications.

2.5.1 Planning

The planning or layout of any new road subject to these Standards and Specifications and any improvements to any existing roads subject to these Standards and Specifications shall be in accordance with Article III as it may be amended. If a road is created through the land use change process, all provisions of these Standards and Specifications, and the Gunnison County Land Use Resolution shall be met.

2.5.2 Design

The design of any new road subject to these Standards and Specifications and any improvements to any existing roads subject to these Standards and Specifications shall be in accordance with Article IV as it may be amended. Road and bridge plans and specifications shall be prepared by a Professional Engineer in accordance with these Standards and Specifications and must be approved in writing by the Director of Public Works before any construction activity whatsoever commences. Any such written approval shall expire without further notice one year from the date it is issued. Any amendment or revision to a plan or specification, and any resubmission of a plan or specification must conform to the Standards and Specifications, as they exist at the time of the amendments, revision or resubmission.

2.5.3 Right-of-Way Dedication/Acceptance

Affirmative written action by the Board is required for County acceptance of any dedication to the public or the County of a road or road right-of-way. The road, however, shall not be maintained or snowplowed by the County until the requirements set forth in Section 2.8 are met.

2.6 Development Improvement Agreement Required

A. Improvement Agreement Shall Be Required. This agreement is not intended to duplicate any other agreement, permit or financial security required by the County. Public utilities may post financial security such as bond or letter of credit acceptable to Gunnison County. When public or private improvements are a required component of a permit issued pursuant to these Standards and Specifications, the Board shall require as a condition of permit approval, that the applicant execute and fund with Gunnison County a Development Improvement Agreement acceptable to Gunnison County in form and substance, and amount and type of security. The

Improvement Agreement shall constitute the applicant's agreement to construct the public improvements and private improvements identified as requirements of project approval. The Development Improvement Agreement shall specifically identify such requirements including plans, drawings and schedules for completion and shall be substantially in the form referenced in Section E below.

B. Financial Security. The Development Improvement Agreement shall require the applicant to provide to the County a guarantee of financial security, acceptable to the County, in an amount established by the Board based on no less that 125 percent of the estimated cost of the project, and payable on demand to the County. The purpose of the guarantee of financial security is to assure that the public improvements and private improvements identified as requirements of project approval are timely and fully completed, that all mitigation requirements and permit conditions are timely and fully performed, and that the development area is timely and fully reclaimed.

C. Ensure Completion Of Improvements. The Development Improvement Agreement shall provide that if the Board determines that any of the required improvements are not timely and fully constructed or if any of the requirements of approval are not performed as provided in the Agreement, including reasonable requirements for the correction of deficiencies upon notice thereof, the Board may draw upon the financial security as may be necessary to complete the improvements in accordance with the specifications included in the Agreement and the Board may exercise any or all of the other remedies available to it pursuant to the Agreement and these Standards and Specifications.

D. Certification Of Completion And Release Of Security. The Development Improvement Agreement may include requirements for certification of completion, partial releases of the security, and holdover of security to ensure repairs or replacement, demonstrated performance of required facilities, substitution of security, and other requirements deemed appropriate by the Board.

E. Form Of Agreement. A general form of the Development Improvement Agreement is incorporated in these Standards and Specifications as Appendix J. This form of agreement may be modified from time to time by the County in its discretion without formal amendment to these Standards and Specifications.

F. Access Permits. The Director of Public Works may waive the requirements for a Development Improvement Agreement, for an access permit only, if she determines in writing, that the permitted improvement and disturbance are minimal.

2.7 Construction

Construction of new County, public and private roads under County jurisdiction and reconstruction of same shall conform to the provisions of Article V of these Standards and Specifications. Surface Alteration Permits shall be obtained as per Section 7.3.

2.7.1 Inspection

Inspections and testing shall be performed to ensure compliance with these Standards and Specifications and any other requirements and conditions before any County Public Works Department recommendation is made to the Board for maintenance acceptance and/or release of a guarantee or financial security. Requirements for inspections and testing are found in Article V - Construction Specifications; compliance is the sole responsibility of the developer or permittee.

2.8 Acceptance of Roads for Dedication to the County and for County Maintenance.

A. Dedication can be statutory, by common law, express or implied, or by written instrument at the sole discretion of the Board.
B. Conditions for new dedications by written instrument. Required Language – any instrument of dedication must be on a County form and include language approved by the Gunnison County Attorney.

C. Requirements for acceptance.

1. The road shall have been constructed in accordance with these Standards and Specifications.

2. The Director of Public Works shall have completed final inspection and shall have approved the roads in accordance with Article V of these Standards and Specifications and shall have recommended acceptance.

3. The road must connect to another maintained County road, state highway, or municipal street of the same or higher functional classification.

4. A request for acceptance of the road shall have been submitted to the County Public Works Department. The application shall have been submitted at least two weeks before performance of the final inspection. An application for acceptance will not be accepted by the Director of Public Works, nor will any inspection be performed when, in the sole discretion of the Director, weather conditions prohibit a complete inspection.

5. All required road signs and traffic control devices shall have been installed in accordance with the Manual of Uniform Traffic Control Devices. Reflective signs showing road numbers or street names shall be installed to facilitate emergency services response.

6. A guarantee of financial security shall have been submitted to the County in an amount determined by the Board to warrant the integrity of the road construction for one (1) year after the date of the acceptance by the County. In the sole discretion of the Board, such time period may be enlarged. An inspection by the County shall be conducted at the end of the time period. The obligations of the developer or permittee shall terminate only upon correction or repair by the developer or permittee of all deficiencies identified by such inspection.

7. All required subsurface utilities shall have been installed in the roadway prior to finishing subgrade. All laterals crossing the roadway shall have been installed prior to the road inspection.

8. All survey monuments that were in a roadway or a road right-of-way shall have been reset by a surveyor licensed in the State of Colorado.

9. Trench compaction tests and results, as required in Article V of these Standards and Specifications and as required by any permit shall have been submitted to and approved by the Director of Public Works for all trenches within the road right-of-way. Such tests and results shall have been submitted and approved prior to placement of any road base material whatsoever.

10. A reproducible copy of as-built drawings shall have been submitted to the Director of Public Works. The drawings shall accurately show all road construction details, utility and lateral locations and depths, property boundaries and corners, and other pertinent information as required. Upon its submission to the Director, the copy shall become and remain the property of the County. An Ascii DXF file in any AutoCad Format (or other files as required by the County) shall be submitted (no proprietary information is necessary).

11. Such other conditions as the Board deems necessary for public health, safety, or budget constraints shall have been satisfied. The Director of Public Works in his/her sole discretion shall assign the road a Level of Service rating.

D. Roadways through State and Federally Owned Lands. It may be to the benefit of the general public for the County to accept roads through state and federally owned land whether or not such roads meet these Standards and Specifications. Upon the receipt of a petition for acceptance of such roads into the County Road System, roads which fall into these classifications may be accepted into the County Road System by the Board pursuant to the waiver process set forth in Section 1.9.

2.8.1 Private Road Construction and Inspection

The construction or extension of a new private road that is subject to the Gunnison County Land Use Resolution shall comply with the process and procedures set forth herein for a County road except that:

A. Section 2.4 b, shall not apply;

B. The guarantee required by Section 2.4 b, shall warrant the integrity of the road construction for no less than one year after such construction is completed and is accepted by Gunnison County.

2.9 Deletions from the Road System

2.9.1 Abandonment

A. Abandoned State Highway. When a portion of a state highway is relocated and, because of such relocation, a portion of the route as it existed before such relocation is, in the opinion of the State Transportation Commission, no longer necessary as a State Highway, such portion shall be considered as abandoned. If it appears that the abandoned portion is necessary for use as a public highway, street or road, or other public purpose the abandoned portion shall become a County road, upon adoption of a resolution to that effect by the Board. Such resolution shall be adopted within ninety days after such abandonment. If the portion of the road is not needed for a public purpose, title to it shall revert to the owners of the land through which such abandoned portion may lie subject to the provisions of state law.

B. Abandoned County Roads. A County road shall be abandoned only when a portion of the County Road System is relocated and because of such relocation a portion of the route as it existed before such relocation is, in the written and recorded opinion of the Board, or no longer needed for a public purpose; in such a case, such portion shall be considered as abandoned, and title to it shall revert to the owners of the land through which such abandoned portion may lie, subject to the provisions of state law.

2.9.2 Policy and Procedures Regarding Vacation of County Road or Public Road Under County Jurisdiction

A. Purpose.

The purpose of this section is to establish standards and a uniform process by which the Board will act on request to vacate a county road or public road under county jurisdiction.

It is the intent of the Board in adopting this section to exercise the Board's authority pursuant to, among other statutes, C.R.S. 43-2-301 et. seq.

On occasion, vacation of all or a portion of a county road or public road under county jurisdiction may be warranted due to specific circumstances or changes in traffic or development patterns. In those limited circumstances, the Board has discretion, but no obligation, to vacate all or a portion of a county road or public road under county jurisdiction. No such road shall be vacated so as to leave any parcel adjoining such road without an established public road connecting said parcel with another established public road.

The applicant for a vacation shall bear the burden to prove to the Board that the request meets the criteria of C.R.S. 43-2-301 et. seq. and these Standards and Specifications.

This wisdom of granting a vacation is a matter committed to the discretion of the Board and is not controlled by any one factor. In determining whether to grant a request to vacate all or a portion of a county road or public road under County jurisdiction, the Board of shall consider the following criteria:

1. Requirements of C.R.S. 43-2-301 et. seq.;
2. Consistency with any comprehensive plan adopted by Gunnison County;
3. Vacation shall not restrict access to any parcel so that access is unreasonably difficult or costly;
4. Not disruptive to existing travel modes;
5. Changed conditions in traffic or development patterns;
6. Anticipated conditions in traffic or development patterns;
7. No adverse impact to natural environment;
8. Community needs;
9. Public health, safety and welfare;
10. No conflict with other established County roads or public roads under County jurisdiction;
11. No increased risk to emergency services personnel;
12. Benefits outweigh detriments;
13. Public benefits; and
14. Effect on maintenance of structures deemed necessary by the County.

B. Application Process.

The applicant shall complete and file with the Director of Public Works three copies of an application in the form required by the Director with ten copies of all attachments.

At a minimum the request must contain:

1. Applicant's name, address and phone number.
2. Legal description if not a platted street or alley.
3. Name, address, phone number for person or firm authorized to represent the applicant.
4. Map showing location of section to be vacated which also shows names and addresses of all owners of property adjacent to the section or street or alley to be vacated.
5. If any portion of the street or alley is within a subdivision or is adjacent to a subdivision lot the applicant must provide the names and addresses of all property owners within the subdivision.
6. Survey by a Colorado licensed surveyor of adjacent properties and street right-of-way.

The Director of Public Works will forward copies of all information to the County Attorney and the County Planning Director and other County Departments that might have an interest.

The applicant for the vacation must notify all property owners adjacent to the road, postmarked no later than fourteen days before the hearing, by mailing to each of them, by certified mail, return receipt requested, a complete copy of the request for a vacation and a copy of the notice of the public hearing; the applicant must provide proof of such notification to the Director of Public Works at least seven days prior to the public hearing.

As applicable, letters of consent to the vacation from utility companies whose facilities are located in legal easements in or adjacent to the proposed vacation, and a copy of the easement agreements, if such agreements exist, must be provided to the Director of Public works at least seven days prior to the public hearing.

A staff recommendation based on information available will be prepared for the Board before a public hearing is held (the recommendation may change based on public input).

The County Attorney's office will finalize the necessary documentation if the street vacation is approved by the Board.

Any condition required by the Board must be completed before the vacation shall be made effective.

A precondition to granting any vacation shall be the granting and recording of perpetual easements for all existing and proposed utilities on the right-of-way being vacated.

The applicant for a vacation shall will be required to prepay all estimated costs, including but not limited to administrative costs, costs of publication of legal notice of public hearing, travel time and cost of certified and regular mailings, pertinent to application, whether or not the application is granted. (See Exhibit A).

2.10 Road Name and/or Number Changes

Neither the name nor number of any road dedicated to public use or to the County may be changed except upon written application to and written approval by the Director of Public Works. The name or number of a road within a recorded subdivision may be changed only after such application and approval by amending the final plat in compliance with the Gunnison County Land Use Resolution. No road names or numbers shall be used which will duplicate, or be confused with, the names of any existing street or road in Gunnison County.

The County will be responsible for changing the applicable road number signs of any road accepted by the County for maintenance. If the road name or number change is for a road that has not been accepted by the County for maintenance, the applicant, homeowner's association, or the developer of the affected subdivision is responsible for changing the road name or number signs.

2.11 Snowplowing

Gunnison County shall not snowplow any road unless and until such road has been dedicated to the public use and accepted for County maintenance by the Board except that it shall be in the sole discretion of the Board to determine from time to time which such roads so dedicated and accepted will be plowed by the County.

A. Policy and Procedures for Requests for Gunnison County to Provide Snow Removal Services on County Roads.

It is the policy of the County not to provide snow removal services on private non-public roads.

In addition to the requirements of the Gunnison County Land Use Resolution, Section 5-210, a request for the County to provide snow removal services on a County road**,** or public road under County jurisdiction, to an area not currently being served shall be submitted in written form to the Director of Public Works. The written request shall include at a minimum:

1. The applicants name, address and telephone number.
2. The name and number of the road requested to be plowed.
3. If necessary, a map designating the portion of the road to be plowed.
4. The distance to be plowed.
5. If required, evidence that the road is a public road.
6. Other information that may be required by the Director of Public Works.
7. A list of property owners benefiting from the proposed service.
8. The reason the plowing is being requested.

All requests shall be submitted to the Director of Public Works before September 1 of the year when plowing is requested to begin. Requests received after September 1 will be considered as requests for the following winter season.

Upon receipt of the request, the Director of Public Works shall conduct a site visit and prepare evaluation report for the Board. The report shall address the following:

1. An assessment of the condition of the road including width, base drainage, fencing, etc.

2. An evaluation and estimate of cost to bring the road up to a standard suitable for winter maintenance and plowing.

3. A recommendation of the type of equipment that would be required to remove snow; the frequency, duration and extent of snowplowing, the amount of manpower and time involved and an estimate of cost.

4. An assessment of safety considerations involved with the request.

5. A statement as to whether the road is a natural extension of an existing snowplow route.

6. A statement of any general public benefit served by providing snow removal service.

7. An assessment of any negative impact that might result from providing snow removal service.

The written request to provide snow removal service together with the evaluation prepared by the Director of Public Works shall be submitted to the Board. All requests shall be considered in a public meeting of the Board. At its discretion, the Board may approve or deny the request for the County to plow the road. The Board may conditionally approve the request based on, but not limited to, the following conditions:

1. The frequency, duration and extent of snow plowing services to be provided.
2. Property owners' financial participation in preparing the road for snow removal.
3. A time limit with periodic review for continuation of the service.

The County shall exercise its appropriate, lawful authority to ensure compliance with this section.

B. County Policy and Procedures for Requests by Private Individuals to Plow a County Road or Public Road under County Jurisdiction

The purpose of this section is to outline the procedures and criteria by which the Board will consider requests presented to perform private snow removal on a County road, and public roads under County jurisdiction.

No person shall remove snow from a County road, or public road under County jurisdiction without first receiving permission from the Board and a Snow Removal Permit issued by the Director of Public Works.

If an applicant is requesting permission to plow all or a section of road that has not been previously plowed they must first obtain a Land Use Change Permit per section 5-210 of the Gunnison County Land Use Resolution. After that permit is obtained, the applicant will only need apply for the yearly permit from the Director of Public Works.

The requirements and procedures set forth herein and in the permit shall be considered the minimum and additional information or criteria may be applied.

In order to facilitate the plowing of a road that might not otherwise be plowed, the Director of Public Works may allow a private individual or company to remove snow from all or part of a County, or public road under County jurisdiction. If issued, the permit will be for a single season. The applicant must apply yearly.

A request to plow a County road, or public road under County jurisdiction, shall be made in writing to the Director of Public Works. The written request shall include at a minimum:

1. The name and/or number of the road to be plowed.
2. If necessary, a map designating the portion of the road to be plowed.
3. The distance in miles to be plowed privately.
4. The type of equipment to be used to remove the snow.
5. The name, address, and telephone number of the person(s) responsible for snow removal.
6. The names and mailing addressed of property owners located along the proposed snow removal route.
7. The reason the plowing is being requested.
8. The time period for which the permit is being requested.

Requests to provide snow removal must be submitted to the Director of Public Works no later than September 1 of the year when plowing is requested.

Upon receipt of the request, the Director of Public Works shall conduct a site visit and prepare an evaluation report for the Board. The report shall address the following:

1. An assessment of the condition of the road including width, base drainage, fencing, etc.
2. An evaluation and estimate of cost to bring the road up to a standard suitable for winter maintenance and plowing.
3. A recommendation of the type of equipment that would be required to remove snow; the frequency of plowing; and the duration of plowing.
4. An assessment of safety considerations involved with the request.
5. A statement of any general public benefit served by providing snow removal service.
6. An assessment of any negative impact that might result from allowing snow removal service.

If the plowing is authorized by the Board, the Director of Public Works and the person requesting permission to remove snow shall meet on-site to evaluate the condition of the road before plowing begins.

The County may require that reasonable improvements and repairs be made to the road that are necessary for public safety and to protect and preserve the road. Such improvements or repairs shall be made at the expense of the applicant unless otherwise agreed to by the County.

For the purposes of this section, snow removal work shall include: (1) removal of snow from all the traveled way, including sufficient turnouts for safe and efficient use of all emergency and other users, and (2) leaving culvert

inlets in a natural condition without snow or other material plowed into them so that the drainage system will function normally.

Upon review of the plow request, the Board may request a bond or a cash deposit to secure performance according to this section. The amount of security required will be relative to the distance being plowed, and the surface of the road.

The applicant shall acknowledge in writing that he/she has read, understands and agrees to comply with the conditions set forth in this section and with the conditions of a permit if one is issued.

The County shall exercise its' appropriate, lawful authority to ensure compliance with this Snow Removal section.

Nothing in this section is, or shall be construed to be, an obligation of the Board to permit the private snowplowing of all or part of any particular road.

2.12 No Personal Liability

Any County official, employee or agent charged with enforcement of these Standards and Specifications who acts in good faith in the discharge of the duties required herein or by any permit, other pertinent law, ordinance or regulation shall not thereby be rendered personally liable for any damages that may accrue to any person or property as a result of an act or by any permit, omission to act in the discharge of these duties.

2.13 No County Liability

These Standards and Specifications do not make, and shall not be construed to make, Gunnison County or any of its officials, employees or agents responsible for or liable for any injury to person or property resulting from any action taken pursuant to these Standards and Specifications.

2.14 Responsibility Not Lessened

These Standards and Specifications do not, and shall not be construed to, relieve from or lessen or eliminate the responsibility of any person acting pursuant to a permit issued hereunder for any damages to person or property.

2.15 No Waiver of Governmental Immunity

Nothing in these Standards and Specifications is, or shall be construed to be, a waiver by Gunnison County, or any of its officials, employees or agents, of governmental immunity under the Colorado Governmental Immunity Act or otherwise.

ARTICLE III

TRANSPORTATION PLANNING AND DEVELOPMENT POLICIES

3.1 Functional Classification of Roads

All roads in the Gunnison County Road System shall receive a functional classification from the Director. The functional classifications used in Gunnison County are: (Also See Table 3-1)

Major Arterial (Paved)
3,000+ ADT Residential, commercial, and recreational traffic - significant economic importance to County (example: Gothic Road)

Commercial/Industrial Collector (Paved or Gravel)
13 to 500 ADT Heavy duty traffic - significant economic importance to County (example: Landfill Road/Industrial Park Roads)

Suburban Lane (Paved or Gravel)
13 to 500 ADT Primarily residential traffic -- width needed for parking and other density factors (example: Crested Butte South)

Rural Arterial (Paved)
1,000 to 2,999 ADT Residential, commercial and recreational traffic - significant economic importance to County (example: Gold Basin, Marble, Brush Creek, Cement Creek, and Taylor River)

Rural Collector (Paved)
500 to 999 ADT Primarily residential or recreational traffic, but some commercial (examples: Cottonwood, Gold Basin after KOA, Washington Gulch, Slate River, Antelope, Kebler, and Lower Quartz Creek)

Rural Local (Paved or Gravel)
200 to 499 ADT Primarily residential, recreational, and ranching uses (examples: Powderhorn, Upper Quartz Creek, Kebler over the top, Brush Creek after Avion, and Gothic Road after Mt. Crested Butte)

Rural Lane (Gravel Road)
91 TO 199 ADT Primarily residential or agricultural use (examples: Little Cimarron, Pine Creek, Sap Mesa, and Steuben Creek)

Local Intermittent (Native surface/Gravel)
13 TO 90 ADT Primarily recreational, residential or commercial traffic (logging). May be joint jurisdiction, such as forest service and county and maintained by county under agreement. Can be access to National Forest and Bureau of Land Management lands. (Examples: Rainbow lake, Alpine Tunnel, Red Creek and Upper Taylor River above reservoir.)

Primitive Recreation (Native Surface)
No ADT Available - Limited use only

3.2 Land Use Changes - Compliance

Land use changes may include subdivisions, building permits, uses by special review, and other developments, which change or intensify the use of the land. All such changes must be in compliance with the Gunnison County Land Use Resolution and, if applicable, the Gunnison County Regulations for Special Development Projects. Right-of-way dedications pursuant to a land use change shall be made in conformity with the functional classification assigned to such road by the Director of Public Works and shall align with the centerline of existing rights-of-way.

In the case of proposed new alignments, detailed site planning and alignment studies may be required. The planning principles for roads in Section 3.3 shall be followed for land use change permit applications.

3.3 Planning Principles

Basic factors in the design of a road system include:

Safety - for both vehicular and pedestrian traffic

Efficiency of Service - for all users

Livability - especially as affected by traffic elements in the circulation system

Economy - of both construction and use of land, design should minimize maintenance costs and maximize ease of snow removal.

Environment – design should minimize the impact of road construction in sensitive areas.

Each of the following principles is an elaboration on one or more of these four factors. The principles are not intended as absolute criteria, since instances may appear where certain principles conflict. Therefore, the principles should be used as guides to proper system layout.

A. Insure Vehicular and Pedestrian Access. Road widths, placement of sidewalks or pathways, patterns of roads and number of intersections shall be related to safe and efficient use of the road and access to abutting lands.

B. Control Access to Arterials. Local road systems and land development patterns should not detract from the efficiency of peripheral arterial facilities. Ideally, land development should occur so that no parcels require direct access to arterial routes. The number of access points between the local road system and the arterial system should be minimized. Intersections along arterial routes should be properly spaced for efficient and safe traffic flow. The roads that do intersect the arterial system will tend to have high traffic volumes since they are the only access points. The number of residential lots directly accessing collector roads should be minimized.

C. Discourage Speeding. Residential roads should be designed to discourage excessive vehicle speed.

D. Courts and Cul-de-Sacs. A road ending with a cul-de-sac should normally not be longer than six hundred (600) feet. All cul-de-sacs shall have a minimum radius of forty five (45) feet of maintained and plowed area as measured to the outside edge of the traveled surface.

   Roads which do not connect or intersect with other roads shall have a cul-de-sac, loop design, or a "Y" or a "T" turn around at the end of the road segment. A cul-de-sac which may be vacated in the future shall be improved to the functional classification standard of the road which it serves if access is provided to dwellings or other structures. “T” turnarounds shall be a minimum of twenty (20) feet from any flammable structure. (See Appendix E for Turnaround Standards.)

ARTICLE IV

Design Standards

4.1 Application of Design Standards

4.1.1 Minimum Standards

The standards set forth in this Article provide uniform minimum acceptable values. If and only if it can be shown that an alternate design standard will provide an outcome equal to or better than the required minimum, then such alternate may be approved in the sole discretion of the Director upon review and approval by the Director of plans submitted and signed by a professional engineer. Life cycle cost shall be considered in meeting minimum acceptable values.

4.2 Design Factors

4.2.1 Road Classification

Each road proposed for construction or improvement shall receive from the Director a functional classification as defined in Section 3.1. If such a classification is not specified on the County Road Map, a functional classification shall be assigned and based primarily on volume and traffic per Table 3-1.

4.2.2 Projected Traffic Volumes

A traffic analysis is normally required to project future traffic volumes. A key element in any traffic analysis is trip generation by land use type. The report entitled Trip Generation, published by the Institute of Transportation Engineers, shall be the County guideline where no detailed trip generation data is available. This report is available for review in the Gunnison County Planning Department.

A twenty (20) year design period or full development shall generally be used to project traffic volumes. Factors provided by the Colorado Department of Transportation and/or the Gunnison County Planning Director shall be used to adjust average daily traffic volumes to design hourly volumes.

The Director of Public Works shall consult with the County Planning Director to determine whether a traffic analysis will be required. The traffic analysis will be done during the initial application phase of the development, and at the sole cost of the road developer.

4.2.3 Terrain Classification

For the purpose of these Standards and Specifications, the terrain in Gunnison County shall be classified in two categories:

Flat or Rolling Terrain. Average cross slope less than fifteen (15) percent and the ridges and draws are not well defined.

Mountainous Terrain. Average cross slope greater than fifteen (15) percent and the ridges and draws are steep and well defined.

4.2.4 Design Speed

The choice of a design speed is influenced primarily by the terrain classification, functional classification of the road, and land use. The design speed is generally slightly higher than the posted speed. Acceptable ranges of minimum design speeds are as follows:

	Flat or Rolling		Mountainous	
Functional Classification	Design Speed	Posted Design Speed	Design Speed	Posted Design Speed
Arterial	60	45-55	50	30-40

Collector	45	30-40	40	30
Local Road	25	20-25	25	20
Lane or Place	20	20	15	15

4.3 Geometric Standards

4.3.1 Horizontal Alignment

A. General Considerations. The major considerations in horizontal alignment are topography, road classification, design speed, grade profile, subsurface conditions, safety, and sight distance. All of these must be balanced to produce an alignment that is safe and adequate for the functional classification of the road.

B. Sight Distance. Horizontal alignment must provide at least minimum stopping sight distance for the design speed at all points. This includes visibility at intersections, as well as around curves and roadside obstruction.

The minimum stopping sight distance is the distance required by the driver of a vehicle traveling at a given speed to bring the vehicle to a stop after an object on the road becomes visible. Stopping sight distance is measured from the driver's eye, which is assumed to be three and one-half (3.5) feet above the roadway surface, to an object 6 inches high on the road.

The required stopping distance for a given design is as follows:

Design Speed (MPH)	Stopping Sight Distance (ft.)
15	100
20	150
25	175
30	200
35	250
40	300
50	450
60	650

In some cases, passing sight distance may be required on collectors or arterials. The Colorado Division of Highways' Road Design Manual should be used in determining passing sight distance.

C. Standards for Curvature. Tables 4-1 through 4-4 set the permissible minimum curve radii and the permissible maximum allowable rate of superelevation for the various functional classifications. The tables are based on design speed, friction factors, and superelevation, and do not consider sight distance.

Sudden reductions in speed introduce the element of surprise to the driver and should be avoided. Where physical restrictions cannot be overcome and it becomes necessary to design curvature which is lower than the design speed for the project, the design speed between successive curves shall not change by more than 10 mile-per-hour increments. Under no conditions shall a curve for a design speed lower than the design speed of the project be introduced at the end of a long tangent or at other locations where high approach speeds may be anticipated. Use of lower standard curve radii is subject to approval by the County.

Angle points less than one degree require no curve radius. A compound curve is two curves of different radii joining with no tangent between them. A compound curve will not be permitted. A broken-back curve is two curves in the same direction joined by a short tangent. Broken-back curves are not permitted.

D. Superelevation. One of the most important factors to consider in highway safety is the centrifugal force generated when a vehicle traverses a curve. Centrifugal force increases as the velocity of the vehicle and/or degree of curvature increases. The standard superelevation rates shown on Table 4-1 through Table 4-4 are designed to hold the side friction factor within tolerable limits for those operating speeds expected for the range of curve radii given.

For undivided roads, the axis of rotation of superelevation is usually the centerline. Where curves are preceded by long relatively level tangents, the plane of superelevation may be rotated to about the edges of the pavement to improve the perception of the curve.

A superelevation transition is variable in length depending upon the amount of superelevation. Two-thirds of the transition is in the tangent approach at the beginning and the end of the curve, and one-third of the full superelevation is at the beginning and at the end of the curve. Where spiral curves are permitted, the transitions are to be designed using the latest edition of the Colorado Department of Transportation Roadway Design Manual.

E. Coordination with Vertical Alignment - To avoid the possibility of introducing serious traffic hazards, coordination is required between horizontal and vertical alignment. Particular care must be exercised to maintain proper sight distance at all times. Sharp horizontal curves introduced at or near the top of a pronounced crest, or at the bottom of sag vertical curves should be avoided.

4.3.2 Vertical Alignment

A. General Considerations. The centerline profile is a reference line by which the elevation or grades of the pavement and other features of the roadway are established. It is controlled mainly by topography, structure clearances, horizontal alignment, safety, sight distance, design speed, and the performance of heavy vehicles on a grade.

B. Minimum and Maximum Grades. To provide for adequate drainage, the minimum sustained grades shall be no less than 0.5 percent on roadway sections with curb and gutter and one (1%) percent on all other roads.

Maximum permissible sustained grades (expressed in percents) for new roads are related to design speed and shall be as follows:

	(Design Speed - MPH)						
Terrain Classification	15	20	25	30	40	50	60
Flat and Rolling	6	6	6	6	6	5	4
Mountainous	11	10	9	9	8	6	NA

The maximum design grade should be used infrequently rather than as a value to be used in most cases. For short grades less than three hundred (300) feet, the maximum gradient may be increased by one percent.

In flat or rolling terrain, all grades shall flatten to four percent for at least one hundred (100) feet approaching intersections, and for at least fifty (50) feet entering and leaving turn-arounds or cul-de-sacs. In mountainous terrain, all grades shall flatten to six percent or less for at least fifty (50) feet approaching intersections and entering switchbacks or cul-de-sacs.

C. Vertical Curves. All vertical curves shall be designed to provide adequate stopping and passing sight distance, headlight sight distance, comfortable driving, good drainage, and a pleasing appearance. Vertical curves shall be parabolic.

Vertical curves are not required where the algebraic difference of grades is less than .40%. The preferred minimum length of vertical curves, both crest and sag, is four hundred (400) feet.

The minimum length of a vertical curve shall be three hundred (300) feet for design speeds above thirty (30) miles per hour, and two hundred (200) feet for design speeds of thirty (30) miles per hour and lower. Unequal tangent vertical curves are permitted only in special circumstances as approved by the County.

Vertical curves that are long and flat may develop poor drainage at the level section. This must be overcome by adjusting the flow line of the ditch section.

D. Sight Distance. Minimum lengths of crest vertical curves are controlled by stopping sight distance requirements as shown in Figure 4-1.

4.4 Cross Section Standards

4.4.1 Typical Sections

Typical sections for each functional classification are given in Appendix B - D. Table 3-1 also provides a summary of design elements. Variations from these sections may be approved by the County when there is sufficient evidence that certain design elements can be reduced or eliminated.

4.4.2 Right-of-Way Width

The basic minimum right-of-way width for each typical section is shown in Table 3-1. This width is sufficient only to accommodate the specific geometric cross-sectional elements that are required. Additional right-of-way may be required for snow removal and storage. Cut and fill slopes beyond the hinge point and right-of-way may require slope easements.

4.4.3 Crown Slope

On roads in tangent alignment, the high point of the crown shall be at the centerline of the pavement and the pavements sloped toward the edges of a uniform grade. In mountainous terrain, local roads may be insloped or outsloped on a constant two percent (2%) slope to alleviate surface erosion due to runoff, provided safe speed requirements are met. At intersections, or in unusual situations, the crown position may vary depending upon drainage or other factors.

Standard crown slopes to be used on the traveled way for different pavement and surface types are as follows:

Type of Surface	Crown Slope (Percent)
Portland Cement	1.5
Bituminous Mix Pavements	2.0
Penetration Treated Earth or Gravel	2.0
Unsurfaced Graded Section	2.0

4.4.4 Side Ditches

Side ditches may be required in cut sections without curbs and gutters. The slope from the edge of the shoulder to the bottom of the ditch shall not be steeper than 3:1.

4.4.5 Curbs and Gutters

Curbs and gutters may be required as follows:

A. On urban roads
B. When drainage, traffic, or public safety necessitates

All curbs and gutters are to be constructed with Class B Concrete and shall conform to standards detailed in the latest edition of Colorado Department of Transportation Standard Specifications for two feet curb and gutter Type 2, unless otherwise approved by the County Public Works Department.

4.4.6 Side Slopes

Cut and fill slopes shall be as shown in Table 4-5. Flatter slopes shall be required in unstable soils. Cut slopes that are steeper than the standard may be considered in special situations, such as in solid material, but require prior approval by the County.

The tops of all cut slopes shall be rounded with a minimum of a four (4) foot radius where the material is other than solid rock, and shall be reseeded with vegetation native to the area or as recommended by the United States Soil Conservation Service. The backslopes at the ends of all cuts, except rock, shall be flattened. The ditch at the lower end of the cut shall be widened gradually to discharge side ditch drainage away from base of adjacent fill slopes in order to avoid erosion and improve appearance.

4.4.7 Ramps for Physically Handicapped

All newly constructed, repaired or replaced sidewalks and curbs shall provide adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs.

4.4.8 Trails

Recreation path standard specifications may be developed by Gunnison County. All submittals for trails will be reviewed by the Trails Commission and should conform to the Gunnison County Trails Master Plan as amended.

4.4.9 Horizontal and Vertical Clearance

The following are minimum clearances for structures or other roadside obstructions, including but not limited to mailboxes, shrubs, trees and fences. Additional clearances may be provided for sight distance and other requirements.

When roads or highways under the jurisdiction of other agencies are involved, the clearance as required by said agency, if more restrictive than these Standards and Specifications, shall apply.

The minimum horizontal clearance shall be four (4') feet from the outside edge of the traveled way. The minimum vertical clearance for all overhead structures including signs, cables, etc. shall be in accordance with those specified in the applicable provisions of the latest edition of Colorado Department of Transportation Roadway Design Manual.

4.5 Access Control Standards

All driveways that access a County road or right-of-way shall have a minimum surface width of eighteen (18) feet at the edge of the pavement or road surface, and taper to a minimum surface width of sixteen (16) feet at a distance of six feet from the edge of the road, and maintain this surface width to the end of the driveway. All such driveways shall be constructed with the following minimum section dimensions:

Driveway Material	Minimum Section Depths
Concrete	6 inches;
HBP	2 inches with 6 inches Class 6 aggregate base course;
Gravel	6 inches Class 6 aggregate base course;
Native Material	Permissible only if access road is native material or native material provides structural stability and an all-weather driving surface.

and shall be installed in accordance with both an approved driveway permit and all applicable sections of these Standards and Specifications. Access to a County road or right-of-way must be obtained as described in Section 7.4.

The maximum grades for driveways shall be 11%. The grade of entrance and exit shall slope downward and away from the road surface at the same rate as the normal cross slope and for a distance equal to the width of the shoulder, but in no case less than ten feet from the traveled way.

All driveways and approaches shall be constructed so that they shall not interfere with the drainage system of the roadway. The applicant will be required to pay for and install, at his own expense, drainage structures at entrances and exits which will become an integral part of the existing drainage system. The dimensions of all drainage structures must be approved by the Gunnison County Public Works Department representative prior to installation. The minimum size of culvert installed parallel to the road will be 12" diameter. Maintenance of the culvert shall be the responsibility of the property owner.

The horizontal axis of an approach to the roadway shall normally be at right angle to the centerline of the roadway and extend a minimum of forty (40) feet beyond the traveled way. An angle between 90 and 60 degrees shall be permitted if it can be shown that physical constraints exist that require an approach new angle of less than 90 degrees. An angle less than 60 degrees is not permitted.

No more than one approach shall be allowed on any parcel of property when there is less than one hundred (100) feet of property frontage.

In the case of flared driveways, the flared portion adjacent to the traveled way shall not encroach upon adjoining property.

An access approach that is gated shall be designed so that the longest vehicle using it can completely clear the traveled way when the gate is closed. In no event shall such distance be less than thirty five (35) feet.

Intersecting public and private roads shall be located opposite each other where possible or be offset by a minimum of one hundred twenty five (125) feet.

Driveways shall have an all weather driving surface. In the case of a native material road, the driveway shall match the existing surface.

Driveways shall have a minimum surface width of 18 feet at the edge of pavement or road surface and taper to 16 feet at a distance 6 feet from the edge of the road and maintain this surface width to the end of the driveway.

Driveways which are in excess of 600 feet in length and are single lane shall be required to have standard inter-visible turnouts. (See Appendix D).

Driveways at the End of the Road – Driveways 150' or longer in length that end at a private residence, a business or structure larger than 600 square feet**,** shall have a cul-de-sac, loop design or a "Y" or "T" turn around adequate to accommodate emergency service vehicles. "T" turnarounds shall be a minimum of 20' from any flammable structure. All turn around areas shall be kept open and clear, and shall have sufficient area for snow storage outside of road prism, and shall be plowed by the owner in the winter**.** (See Appendix E).

Driveway designs that allow for backing onto or off of a county road shall be evaluated on a case-by-case basis. Lot size, proposed house location and traffic volume and speed can be used as determining factors. The Director of Public Works will make the final determination.

Any driveway permit application that is over 250 feet in length and has the potential to be used for a road for future development may be referred to the planning office for proper review.

Driveways shall be constructed to meet all Standards and Specifications from the edge of the County road, or public road, or private road under County jurisdiction, to the building footprint.

Driveways on steep uphill or downhill will require a flat landing area for a minimum of 30 feet before the intersection with the edge of the road.

A temporary access road as defined herein shall be required to meet all Standards and Specifications only from the edge of the road to the property line.

Adequate vehicle parking must be provided on the private parcel. No parking along the road will be permitted.

Any overhead entry structures shall be at least 13' 6" high, measured from the road surface.

4.5.1 Access to Arterial Roads

A. Private Direct Access. Private direct access to major and rural arterial roads shall be permitted only when the property in question has no other reasonable access to the County road system. When direct access must be provided, the following shall be considered:

1. Access shall continue until such time that some other reasonable access to a lower functional classification road or highway is available and permitted. The access permit shall specify the future reasonable access location and, if known, the date the change will be made. Subdivisions shall be designed, if possible, to provide for alternative access at a future date.

2. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership unless it can be shown that additional accesses would be significantly

beneficial to the safety and operation of the road or the local circulation system. Subdivision of a parcel shall not result in additional access unless shown as necessary for safety or operational reasons. Agricultural roads shall be exempt from this requirement.

B. Spacing and Signing.

1. For rural road sections where significant development is not expected in the foreseeable future, minimum spacing of all intersecting public roads, roads and highways shall be on one-half (1/2) mile intervals for paved arterials and one-quarter (1/4) mile intervals for gravel arterials, plus or minus approximately 200 feet. Where topography makes such spacing inappropriate, location of public approaches shall be determined by topography, property ownerships, property lines and physical design constraints. The final location should serve as many properties and interests as possible to minimize the need for direct private access to the road system.

2. In areas where development accesses an arterial road, a traffic engineering study shall be completed to properly locate all proposed approaches. These studies shall be submitted to the Director of Public Works for review prior to the issuance of a Driveway Permit and shall be paid for solely by the applicant.

4.5.2 Access to Collector Roads

A. Private Direct Access. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership except adjacent platted subdivision lots unless it can be shown that additional access approaches would not be detrimental to the safety and operation of the road, and are necessary for the safe and efficient use of the property.

Subdivision of a parcel shall not result in additional access unless shown to be necessary for safety or operational reasons.

Driveways located near an intersection shall be constructed so that the side nearest the intersection is no less than one hundred (100) feet from the centerline of the intersecting road for commercial driveways and fifty (50) feet for residential driveways.

B. Access onto collector roads shall be spaced at a minimum one-quarter (1/4) mile intervals plus or minus two hundred (200) feet.

4.5.3 Local Roads/Lanes

A. Private Direct Access. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership except adjacent platted subdivision lots unless it can be shown that additional access approaches would not be detrimental to the safety and operation of the road, and are necessary for the safety and efficient use of the property.

Driveways located near an intersection shall be constructed so that the side nearest the intersection is no less than one hundred (100) feet from the centerline of the intersecting road for commercial driveways and fifty (50) feet for residential driveways.

4.6 Intersections

4.6.1 General Requirements

To minimize conflicts and to provide for the anticipated crossing and turning movements, geometric design of each intersection must be given careful consideration.

Intersections occurring on horizontal curves or crest vertical curves are undesirable. When latitude exists in the selection of intersection locations, vertical or horizontal curvature should be avoided. A line or grade change may be warranted when major intersections are involved.

4.6.2 Intersection or Access Approach Radii

A. Access approaches shall not have an equivalent turning radius less than twenty (20) feet.

B. Access designed for use by single or multi use vehicles exceeding thirty (30) feet shall have a minimum fifty (50) foot turning radii.

C. The access approach equivalent turning radii shall not be less than that necessary to accommodate the turning radius of the largest vehicle for which the access approach is intended for use on a daily basis.

4.6.3 Sight Distance

A. The required stopping sight distance necessary, as measured from the traveling vehicle to the intersection or access approach, shall be determined according to Section 4.3.1 (B).

B. Table 4-7 shall be used to establish the minimum sight distance necessary for the entering vehicle, based on the following criteria:

1. Sight distance shall be measured at a height of 3.5 feet between the entering driver and the oncoming vehicle.

2. The entering driver's eyes shall be considered to be fifteen (15) feet back from the edge of the traveled way.

3. The vehicle shall be the largest vehicle normally intended to use the access approach. Normally means in excess of an average of one per day.

4. After sight distance requirements are met and an access permit issued, a sign structure or parked vehicle shall not be permitted where it will obstruct the required sight distance.

4.7 Pavement Structure Design

4.7.1 General Design Procedure and Requirements

The requirements for the design of pavement structure sections shall be based on the most applicable section of the current edition of the Colorado Department of Transportation Roadway Design Manual.

4.7.2 Pavement Structure Design Report

A pavement structure design report shall be prepared by a professional engineer, as a requirement of road plan approval.

The pavement structure design report shall include at minimum the following information:

1. Soil logs along the proposed roadway alignment at a maximum of five hundred (500) intervals.

2. Each log shall have a soil profile of a least four (4) feet below proposed subgrade elevation.

3. Representative samples for pavement design from each log shall be within two (2) feet below proposed subgrade elevation.

4. Each representative sample shall be classified according to the AASHTO Unified Soil Classification Table, along with an Atterberg Limits Test and sieve analysis.

5. The pavement design procedure is based on the Hveem Stabilimeter Test or the Expansion Pressure Test, which is used to compute a Resistance Value (R) of the subgrade. The California Bearing Ratio test may also be used to determine design parameters.
6. Proposed average daily traffic volumes (ADT) for each road shall be based on 100% of full development build-out including an adjustment for construction traffic. Traffic analysis for the purpose of pavement design shall be part of submittal requirements as defined in Section 4.2.2.

7. Recommended structural sections, based on the design considerations, proposed typical sections, and sections of roadway which may require additional stabilization or treatment.

4.7.3 Flexible Pavement Design Considerations

The following elements are to be used in the design procedure:

1. The design procedure is based on the number of 18,000 pound single axle equivalent daily load applications (18k EDLA) per traveled lane.

   The 18k EDLA shall be equivalent to 100% of fully developed ADT adjusted for construction traffic (110%). In no case will the 18k EDLA be less than 5 on private roads, lane and place roads, and local roads and 25 on collectors.

2. The serviceability index (SI) for private roads, collector roads, local roads, and lanes will be 2.0. (See Figure 4-2). The SI for arterial, will be 2.5. (See Figure 4-3).

3. The regional factor shall be summarized as per Table 4-8. In no case will regional factor be less than 2.00.

4. Evaluation of subgrade soils and pavement structure materials shall follow the procedure in the Colorado Department of Transportation Roadway Design Manual and Table 4-9 of these Standards and Specifications. Evaluation of subgrade soils shall be revised as per Section 4.7.2 (E).

5. An economic evaluation of alternate structure sections is encouraged. In making adjustments to the various layers of the pavement structure, a more economical design may result. For example, by increasing the asphalt thickness, a decrease in gravel and earthwork may result. By stabilizing a poor subgrade with lime or cement, a thinner structure section may result. Also, the use of asphalt treated base or cement treated subbase or ridged concrete pavement may be a more economical use of materials. Life cycle cost analysis will help determine most economic materials to use.

4.7.4 Minimum Structural Sections

The minimum compacted depths of Hot Bituminous Pavement (HBP) and Aggregate Base Course (ABC) Class 6 (3/4") per road type which will be allowed are as follows:

	HBP	ABC
Gravel Roads	0"	6"
Paved Roads	2"	6"
Collectors	dictated by project design	
Arterial	dictated by project design	

Evaluation of the pavement design as per Section 4.7.3 (e) may result in an increase in HBP or substituting ABC with Plant Mix Bituminous Base (PMBB) or Portland Cement Treated Base. In no case will substitute sections be any less than three inches in depth.

Minimum compacted depths of HBP and ABC shall only be used when all of the design consideration requirements and the pavement structure design report requirements have been fulfilled and show a section less than this minimum needed to support the design loads.

4.7.5 Rigid Pavement Design

The design of Rigid Pavements or portland cement concrete overlay for roadway surfaces shall conform to the applicable section of the latest edition of the Colorado Department of Transportation Roadway Design Manual. Thickness shall be dictated by the project design, and in no case shall the pavement thickness be less than six inches, overlays shall have a thickness of at least 3 1/2 inches.

4.8 Drainage

4.8.1 Applications

This section presents minimum required standards for the design of road drainage systems. Design of ditches, storm sewers, drainage courses and drainage crossings shall be performed by an engineer. Proper and adequate accommodation of drainage shall be provided for the protection of the roadway improvements and safety of the public.

4.8.2 Design Criteria

Design criteria for the collection of and movement of water through public roads are based on the size of the drainage basin.

1. Minor Drainage Basin. A minor drainage basin will consist of a surface area less than one hundred (100) acres. All water courses and structures in a minor drainage basin shall be designed for ten year storms.

2. Major Drainage Basin. Drainage basins with surface areas greater than one hundred (100) acres shall be classified major drainage basins, in which one hundred (100) year storms shall be used as design criteria.

4.8.3 Hydrology

One of the following four computational techniques must be used in the planning and engineering of a drainage system. In addition, a written explanation must be given by the applicant why the particular technique was used.

A. Rational Method. The rational method is recommended for storm sewer, culvert design, and overland flow of minor drainage basin. It is simple, and when used with adequate input parameters it provides reasonable results for use in project design.

The basic equation is $Q=CIA$

Where:

Q - Peak discharge in cubic feet per second (cfs)

C - Coefficient of runoff (dimensionless)

I - Average rainfall intensity for a duration equal to the time of concentration of the watershed (inches/hour)

A - Drainage area of the watershed (acres)

B. Soil Conservation Service (SCS) Unit Hydrograph Method and SCS Tabular Hydrograph Method. In most drainage basins, rainfall runoff data from which unit hydrographs can be derived is unavailable, thus a synthetic unit hydrograph must be developed. The USDA Soil Conservation Service has developed a method of hydrograph syntheses which is now being widely used. The Tabular Hydrograph Method provides a tabular approach to estimating peak discharges from urban areas using the time of concentration and travel time. This method can readily predict the increase in peak flow when all or a portion of the watershed is to be developed.

C. Soil Conservation Service (SCS) Method. The SCS method was developed particularly for agricultural watersheds. This widely used method is applicable to the mountainous regions on areas from two hundred (200) acres up to ten square miles, and above 6,000 feet in elevation. The method is presented in Procedures for Determining Peak Flows in Colorado - 1980 Edition (U.S. Department of Agriculture, Soil Conservation Service, 1980), or the most recent update.

D. Regional Analysis - A statistical or regional approach appears to be most appropriate for those areas in Gunnison County where peak flows occur from seasonal snow melt. Also, where large watersheds are expected to undergo significant urbanization, computer simulation techniques should be utilized, such as the HEC I and HEC II Programs.

4.8.4 Drainage and Irrigation Structures within County Road Right-of-Way

A. Materials. Culverts shall be constructed from reinforced concrete, corrugated aluminum, corrugated steel, or acceptable polymers. The minimum pipe size installed perpendicular to the road shall be an 15 inch diameter round pipe or shall have an equivalent 15 inch diameter round cross sectional area for other shapes.

B. Inlets and Outlets. Culverts may need to be designed either with headwalls and wingwalls, or flared-end sections at the inlet and outlet. Additional protection may also be required at the inlet and outlet due to the potential scouring velocities.

C. Velocity. A minimum culvert velocity of three feet per second is recommended in order to assure a self-cleaning condition.

The maximum culvert velocity is dictated by the channel conditions at the outlet. If the outlet velocities area less than seven fps for grassed channels, then only a minimal amount of protection is required. Higher outlet velocities will require substantially more protection. The maximum outlet velocity shall be twelve (12) fps along with the proper erosion protection.

D. Structures. All culverts, as a minimum, shall be designed in accordance with the procedures of AASHTO Standard Specifications for Highway Bridges and with the pipe manufacturer's recommendations.

E. Irrigation Ditches. All ditches may cross roads, but shall not parallel a road within the road right-of way.

4.8.5 Roadside Ditches

In areas where no curb and gutter is required, the maximum allowable capacity for the roadside ditch shall be no more than that calculated through the use of Manning's formula with an appropriate roughness coefficient. If the natural channel slope would cause erosion velocity, suitable channel protection, as approved by the Director of Public Works shall be installed. (See Table 4-10).

The most desirable roadside drainage ditches are those lined with grass. The grass will stabilize the body of the ditch, consolidate the soil mass of the bed, and check the erosion on the ditch surface and the movement of soil particles along the ditch bottom. The presence of grass in ditches can result in turbulence which means loss of energy and increased retardation of flows. Therefore, the design must give full consideration to sediment disposition and to scour, as well as hydraulics.

For velocities in excess of (12) FPS erosion protection shall be provided for the channel. Erosion protection design must be approved by the County Public Works Department.

4.8.6 Bridges and Low Water Crossings.

All private or public bridges over waterways will meet legal load limit requirements, have an Army Corp 404 permit, and obtain a Flood Development Permit from the Gunnison County Planning Department before construction may begin.

A. Standards for Bridges. The design and supporting calculations for bridges must be prepared and certified by an engineer. The following minimum standards shall apply to all bridges:

1. A minimum clear roadway width equal to width of the approach road sufficient to provide service for proposed use.

2. Grade Criteria: Minimum of 0.5 percent / Maximum of 4.0 percent

3. An alternative loading may be allowed by the County where it can be demonstrated that anticipated loads will not exceed eight tons. In all cases the bridge load limit and bridge ownership shall be conspicuously posted by the permit applicant. Posting shall be in accordance with the latest edition of the Manual of Uniform Traffic Control Devices and the signs shall be owned, posted, and maintained by the applicant or property owner.

4. Hydraulic criteria:

A single clear span bridge.

Low steel or other spanning material shall be a minimum of one foot above the one hundred (100) year water surface elevation for that stream.

Where bridge abutments and foundations are located below the one hundred (100) year water surface elevation, concrete wingwalls shall be required at forty (40) degree to sixty (60) degree angles tied to the existing side slopes to prevent erosion behind the abutments.

At no time shall the waterway section at the bridge cause a significant rise (one foot) in the intermediate regional flood surface elevation or cause flow to accelerate to velocities sufficient to scour and undermine the bridge's abutments and wingwalls.

5. Utilities attached to bridges shall not obstruct flows within the stream channel; or waterway users (i.e. boats, rafts); or sight distance to drivers using the structure. Attached utilities should not interfere or encumber the maintenance of the bridge.

6. All bridges on roads proposed for acceptance into the County Road System shall meet AASHTO Standards for the use being served. Acceptance will be made in accordance with the following policies:

    a. New Structures. All structures shall be designed by a professional engineer in accordance with AASHTO specifications for highway bridges. Designs for said structures shall be reviewed for approval by the Gunnison County Public Works Department. Upon approval of the plans, any person, partnership, association, or corporation desiring to have such a bridge constructed shall bear all costs associated with the construction and final inspection. All new bridges shall have a sufficiency rating greater than eighty (80) when evaluated by FHWA/CDOH procedures.

    b. Existing Structures. All structures being reviewed for acceptance shall meet current AASHTO specifications. The petitioner shall present plans and specifications for review to the County Public Works Department. Upon approval of said plans and specifications, the subject bridge may be considered for acceptance subject to a final field inspection by the County. After it has been determined that the subject structure meets all requirements, the County Public Works Director shall submit the petition to the Board for acceptance into the County Road System.

7. All bridge abutments shall be located to avoid adversely affecting the natural hydraulics and inundation characteristics of wetland areas.

B. Standards for Low Water Crossings. The design and supporting calculations for all low water crossings must be prepared and signed by an engineer. The following are minimum standards for private low water crossings.

1. A minimum clear roadway width sufficient to provide service for proposed use.

2. Grade criteria: Minimum of 0.5 percent / Maximum of 10.0 percent

3. Side slopes shall not be steeper than 3:1 and shall be protected by a six-inch concrete facing or by eighteen (18) inch rip-rap.

4. The culverts used must be a minimum of fifteen (15) inches in diameter.

5. Minimum cover over the culverts will be as follows:

    Round pipe – twelve (12) inches or as recommended by the manufacturer

    Arch pipe – twelve (12) inches or as recommended by the manufacturer.

6. Hydraulic criteria: Culverts shall have the capacity to carry the ten-year peak discharge from

that stream, with a HW/D ratio not to exceed 1.5.

At no time shall the waterway section at the crossing cause a significant rise (one foot) in the intermediate regional flood elevation or cause flows to accelerate to velocities greater than those expected during the intermediate regional flood.

4.9 Road Appurtenances

4.9.1 Road Signs and Traffic Control Devices

All road signs, striping, delineators, barricades, signals, and other traffic control devices shall conform to the Millennium Edition of the Manual on Uniform Traffic Control Devices (MUTCD) published by U.S. Department of Transportation, Federal Highway Administration, and any applicable Colorado supplement.

The permittee shall bear all expenses for the fabrication and installation of road name signs, permanent barricades, and/or signs for implementing the approved project design (i.e. one way, no parking, dead end, private drive.) Road name signs shall be green in color. These signs shall be lettered and erected in accordance with the latest edition of the Manual on Uniform Traffic Control Devices. The selection of materials shall be consistent with the County Public Works Department's ability to maintain the signs after acceptance. Materials shall require the review and approval of the Gunnison County Public Works Department. Signs and barricades shall be in place prior to road acceptance.

4.9.2 Guardrail

Guardrail may be required by the Public Works Department based on to the following criteria:

A. To protect a fixed object.

B. At a location with a high accident rate (vehicles accidentally leaving the traveled roadway).

C. In areas of steep terrain or high embankments.

D. On an isolated sharp curve on a road otherwise built to higher standards.

E. On curves requiring a reduction in approach speeds where one of the following conditions exist:

1. The height of embankment is more than ten feet.
2. The side slope is steeper than 4:1.
3. Substandard pavement and shoulder widths.
4. Other roadside hazards.

F. Bridge Approaches. Approach guardrail for bridges on roads classified as Major Arterial, Suburban Collector, Suburban Lane, Rural Arterial or Rural Collector shall conform to current Colorado Department Standards. Approach guardrail for bridges on roads classified as Rural Local, Rural Lane, Local Intermittent or Primitive Recreation shall conform to these Standards and Specifications. (See Appendix I).

4.9.3 Cattle Guards

Cattle guards shall be installed where they are necessary for the control of livestock. The clear opening of the cattle guard shall extend from the edge of the shoulder to edge of shoulder for the standard roadway section approved. Each cattle guard location shall also have a gate installed to allow livestock passage. Cattle guard and gate design shall be approved by the Director of Public Works prior to installation.

Appendix H is a drawing of the standard 24 foot cattle guard built and used by the Gunnison County Public Works Department.

4.10 Utilities

Any utility within a road right-of-way must be designed and located primarily to maximize public safety and secondarily to minimize road maintenance and snowplowing costs. All utilities requiring above-ground risers or boxes at intersections shall locate them twenty-eight feet (28') from the centerline of all existing roads.

When a utility company must make an emergency repair on a County road to restore service, they may do so. The company should notify the Director of Public Works within 48 hours, and repair the site as soon as possible.

4.10.1 Underground Utilities

A. Where the installation crosses a paved roadway, it shall be made by boring or jacking beneath the road surface. Open cutting shall be allowed to the edge of the shoulder portion of the road. No water shall be used in boring and no tunneling shall be permitted. In no circumstance shall an existing culvert be used for an installation of a new underground utility. The Director of Public Works may, in her sole discretion, authorize pavement cuts based on the condition of the asphalt and known soil conditions in the area.

B. Pavement cuts are permitted when: two unsuccessful attempts have been made to bore or jack the installation; conflicting utilities place constraints as to elevation or alignment on the proposed installation; connecting to an existing utility located beneath the paved portion of the roadway; approved in advance by the Director of Public Works.

   Cutting existing asphalt shall be accomplished so as to provide a neat even line perpendicular to the centerline of the roadway, unless otherwise approved by the Director of Public Works in advance.

C. When an open cut is allowed, the permittee is responsible for restoring the disturbed portion of the roadway to its original condition. The disturbed area shall be repaired within forty-eight (48) hours from the time of excavation, or twenty-four (24) hours from completion of the project within the roadway. When weather conditions prohibit complete repair the cut must be left in an acceptable condition for public use. The final repair must be done as soon as weather permits. Any repairs not completed within 48 hours must be pre-approved by the Director of Public Works. (See Figure 4-4).

   Backfilling within the roadway prism shall be made in six-inch lifts and mechanically compacted and densified to 90% density around the utility, and 95% density for the remaining portion of the trench between the base course and the utility. Backfill outside the roadway prism shall be compacted to a density consistent with the adjoining area. Relative densities shall be determined by AASHTO T-99, with the material within one percent of optimum moisture. Backfill material shall be of clean, random (non-granular) material. Bedding material may be granular. Imported backfill meeting standards defined by the Department of Transportation, Division of Highways, State of Colorado, Standard Specifications for New Road and Bridge Construction, latest edition) may be used or required when existing material is unsuitable.

   Permittee may be required to perform compaction control testing. The compaction testing schedule is as follows:

   1. One test at 1/2 trench depth from zero to five feet deep, and one test at finish grade.

   2. Two tests, one at each third point for trenches five to ten feet deep, and one test at finish grade.

   3. Three tests, one at each quarter point for trenches ten feet deep and over, and one test at finish grade.

   Tests shall be performed at thirty (30) foot intervals for trenches one to one hundred twenty (120) feet in length, fifty (50) foot intervals for trenches one hundred twenty (120) to three hundred (300) feet, and one hundred (100) foot intervals for trenches over three hundred (300) feet in length. Permittee shall bear all expense for testing fees and repair costs. The County reserves the right to conduct in-place density tests to confirm the permittee's density test results, and require retesting of areas where conflicting test results are obtained.

   Compaction control testing and documentation of results may be waived by the Director of Public Works upon submittal of an acceptable surety guaranteeing repair or replacement of failures within a one year period after completion of the last repair.

   Structural backfill (flow-fill) meeting an approved design containing portland cement water, coarse aggregate and fine aggregate and, resulting in a maximum of 60 psi in 28-days may be used at the approval of the Director of Public Works. Compaction of this type of structural backfill will not be required if material meeting the approved design is used.

Hot Bituminous Pavement Mix Grading C, CX, G, OR F as defined by the Department of Highways, Division of Transportation, State of Colorado, Standard Specifications for New Road and Bridge Construction, latest edition, shall be used for patching material, except when unavailable, during which time a temporary cold mix patch shall be allowed. Temporary patches shall be replaced with hot mix patches within five working days after material becomes available. All disturbed areas to be patched shall be prime-coated with MC-70, or the equivalent, applied at a rate of 0.15 to 0.30 gallon per square yard. The layer of patching shall be as thick as the original road surface, and in no case less than two inches. Asphalt cuts shall be twenty four (24) inches wider (twelve inches per side) than the width of the excavation.

Permittee shall be responsible for patch failure and subsequent surface settlement for a period of twelve months after completion of patching.

Repairs to failed patches may be made by the county and billed directly to the permittee.

D. No underground utility may be installed within a road right-of-way if such installation would interfere in any fashion whatsoever with any existing utility installation or water course, including a corral, ditch or culvert, except with the prior written authorization of the owner of the existing utility installation or water course.

E. The traveling public must be protected during the repair or installation of utilities with proper warning signs or signals. Warning signs and signals shall be installed and maintained by and at the expense of the permittee, in accordance with latest edition of The Manual on Uniform Traffic Control Devices. The County Public Works Department may require a construction signing plan prior to the granting of this permit. If proper signs are not in place during the work, the Director of Public Works or authorized representative shall immediately stop all work until proper signs are in place.

F. Utility placement by plowing may be allowed. Plowing shall not occur across paved roads. Where plowing operations occur across the roadway prism and result in an open cut, backfilling shall be done in accordance with Section 4.10.1.C.

G. When a road closure due to utility installation becomes necessary, the permittee shall notify the Gunnison County Sheriff's Office and/or State Patrol, ambulance, fire department, and school district stating duration of all road closures. All road closures must be approved by the Director of Public Works in writing in advance of road closure.

H. No cleated or track equipment shall work on or move over asphalt surfaces without mats.

I. Any materials excavated as the result of utility installation shall be removed from road surface each day unless material is signed per the mutcd and is serving as a barrier to an open excavation. The Director of Public Works may require that road surfaces be washed. (C.R.S. Section 42-4-1207)

J. Requests for utility permits should allow **48 HOURS** for a field review by the County Public Works Department prior to the issuance of any permit.

K. Construction of underground installations will generally require the services of an inspector approved by the County Public Works Department. All extraordinary costs related to such inspection will be borne by the permittee.

L. A copy of the fee schedule for Underground Utility Permits is available from the County Public Works Department. Failure to obtain a permit when working within the County road right-of-way will result in a fee five (5) times the regularly scheduled fee.

M. Road cuts for utility installation or repair made parallel to the centerline of the road, and which cause damage to, or require the removal of asphalt in any traffic lane, require the replacement of asphalt to the full lane width throughout the disturbed section unless a waiver is obtained from the Director of Public Works.

N. When utilities are to be located behind the curb, the trench or excavation shall be located at a distance away from the back of curb or edge or asphalt equal to the depth of the trench or excavation.

O. No placement of underground utilities will be allowed when there is more than four inches (4") of frost present.

P. Utility Locate Markers. All flagging feathers used for utility locates shall be removed by the applicant before release of financial security.

Q. As Built Plans. All applicants for surface alteration or road cut permits will be required to submit a complete set of as built plans before the final release of financial security.

R. Reclamation of Disturbed Areas. The permittee shall be responsible for the complete reclamation of areas disturbed within the right-of-way to prevent the introduction and/or spread of noxious weeds and soil erosion. Soil disturbance of 500 square feet or greater must be revegetated. Revegetation requirements for soil disturbance less than 500 square feet will be at the discretion of Gunnison County. (See Appendix G).

S. Noxious Weed Control. The permittee shall be responsible for noxious weed control in disturbed areas utilizing Integrated Weed Management (IWM) practices. State Law, C.R.S. 35-5.5 et seq., and the Gunnison Basin Integrated Weed Management Plan; Board Resolution 95-74, require that certain noxious weeds be controlled. Noxious weed infestations to be controlled should be properly identified to determine proper control measures. Noxious weeds can be controlled by utilizing one or more of the following IWM practices: 1) biological control, 2) cultural control, 3) herbicide control, or 4) physical control. Contact the Gunnison County Weed Specialist for the current list of noxious weeds mandated by law to be controlled and for assistance in weed identification and control methods.

4.11 Procedures for Improvements in Right-of-Way

A. Purpose and Procedure.

The purpose of this section is to establish public works, engineering, inspection, permitting and other requirements that must be met before a structure, repair or other improvement (including but not limited to or temporary construction parking) can be placed by a public or private property owner within the right of way of a County road, or public road under County jurisdiction, or private road under County jurisdiction while a Development Improvement Agreement for such road is in effect.

No person or persons shall begin work on a proposed structure, repair or improvement, or make substantial renovation to an existing structure, repair or improvement, within a County Right-of-Way, a County road, or public road under County jurisdiction, or private road under County jurisdiction while a Development Improvement Agreement for such road is in effect, except as specifically permitted herein, without first obtaining a Revocable Right of Way Permit to erect or maintain a structure, repair or improvement on a right-of-way from the County. A separate permit will be required for each structure, repair or improvement proposed, unless a group or series of structures are proposed at one time.

Note: Installation, maintenance, or improvements of a utility in, on or below a County Road or public road under the jurisdiction of Gunnison County shall require:

1. **A revocable permit for improvement in the right-of-way**
2. **A road cut or surface alteration permit.**

A permit will not be required, and the structure, repair or improvement considered exempt, for the following:

1. Minor or insubstantial maintenance to an existing specific structure. Such work includes, but may not be limited to, cleaning, painting or other minor resurfacing to an existing structure or structures; repairing or mending an existing structure or structures.

2. Any work within the right-of-way to repair or maintain existing irrigation ditches or impoundments.

3. The only person who can determine that a proposed structure, or improvement or maintenance is exempt, shall be the Director of Public Works.

Whenever Gunnison County determines that an existing structure or structures, improvement or improvements, approved or not approved, becomes a hazard to public safety or interferes with the County's maintenance or structure plans for the right-of-way on which it is placed, the owner of the property which the structure benefits, upon receipt of written notice from the Director of Public Works or his representative shall, within the period specified therein, repair or eliminate said structure(s) or improvement (s), so as to eliminate the hazard or impedance and be in conformance with the requirements contained herein.

Requirements contained herein may be enforced as set forth in Section 2.3.2**.**

To receive a permit to erect or maintain a structure or improvement in a public right-of-way, each applicant is required to submit a Revocable Right-of-Way permit application form and any associated plans or specifications required by the County. The applicant is advised to meet with the County Public Works staff members prior to application submission to insure that all necessary information is provided.

Two (2) sets of plans and specifications shall be submitted for review by the Director of Public Works or her representative. If required by the County, these plans and specifications shall be prepared and signed by a Colorado Registered Professional Engineer. In all cases when they are requested, the plans and specifications shall show the following:

1. Structure(s) plan and profile;
2. If the structures(s), repair(s), or improvement(s) impact existing roadside drainage, a plan showing how such impacts shall be mitigated by the applicant;
3. Map or letters from utility companies detailing utility placement in the area of the proposed structure(s);
4. Any relevant current land use approvals;
5. Map showing property ownership and easements**.** Director of Public Works may require a survey.
6. Proposed structure(s), repair(s), or improvement(s) design and site plan, showing reclamation/revegetation plan if hillsides are to be disturbed of if fill or cut is to take place as part of the plan;
7. Signage plans, if any; and
8. Maintenance requirements and plan.

Supplemental reports and data (i.e., geology, soils, water, drainage, wildlife, etc.) may be required. Supplemental reports are to be prepared by qualified professionals as required by the Director of Public Works or her representative.

Gunnison County shall have the reasonable right to have all plans, specifications and supplemental reports reviewed by qualified professionals identified by Gunnison County at the cost of the applicant.

As a condition of approval, the applicant shall execute and fully fund a security agreement in the form and amount determined by the Director of Public Works and County Attorney.

Neither the issuance of a permit nor compliance with the provisions hereof or with any conditions imposed in the permit issued hereunder shall relieve the applicant from the full responsibility for any damage whatsoever caused to persons or property, nor impose any liability upon any official, appointee, or employee of Gunnison County for damage to person or property. Nothing herein is or shall be construed to be a waiver by Gunnison County of governmental immunity.

The application shall be denied if the Director of Public Works determines that it is not in the public interest or that it will adversely affect public health, safety, or welfare.

Whenever a permit is required by this section and the permit is denied by the Director of Public Works, or his/her designee, the applicant for the permit may, within fifteen (15) days from the date of such denial, request in writing to the Director of Public Works, an appeal of the denial to the Board. The Director of Public Works shall, within fifteen (15) days of receiving the request, submit to the Board the written request for the appeal, and any administrative record consisting of documents considered by the Director of Public Works in her denial, including the application for the permit and all relevant documents. The Board will then decide, based upon a review of the record, whether to accept or reject the decision of the officer, within thirty (30) working days of receiving the permit application and all relevant documents. The Board may, in its discretion, request additional or other information from the applicant, the county officer who issued the denial, or other county staff. The decision rendered by the Board is the final decision of the County. For Gunnison County "Revocable Right-of-Way Permit" application information please refer to Section 7.7.

For fee information see Exhibit A.

ARTICLE V

CONSTRUCTION SPECIFICATIONS

5.1 General Policies

5.1.1 Gunnison County Construction Specifications

During the execution of road and bridge construction and related work, all materials, performance, and quality of work shall conform to the requirements of these Standards and Specifications, the applicable sections for the most current edition of the Department of Transportation, State of Colorado Standard Specifications for New Road and Bridge Construction, Colorado Standards Plans, Division of Highways M & S Standards, American Association of State Highway and Transportation Officials, and the Standard Specification for Highway Bridges.

If these Standards and Specifications or the Department of Transportation Standard Specifications do not cover a specific situation during the course of work, applicable specifications must be approved by and obtained from the County. In the event that there is conflict between the various reference specifications, they shall govern in the following order:

1. Gunnison County Standards and Specifications for New Road and Bridge Construction

2. Department of Transportation, State of Colorado, Standard Specifications for New Road and Bridge Construction; Standard Plans; M & S Standards

3. AASHTO Standard Specifications for Highway Bridges

The County shall be the final authority on the meaning or interpretation of all specifications.

5.1.2 The Project Engineer

Each road developer shall designate to the County Public Works Department a person who shall be responsible for general compliance with these Standards and Specifications, approved permits, and development improvement agreements, and the following:

A. To provide to the County any engineering details, documentation, or any other information regarding the prosecution of the work;

B. To apply to the County for written approval by the County any proposed alternations to the approved plans and specifications prior to construction;

C. To provide reproducible "as-built" plans, and specifications to the County Public Works Department upon completion of all work to be performed on the project as a condition of final approval of the work;

D. To furnish and set construction stakes and marks establishing all lines, grades, and measurements necessary to the proper prosecution of the work in its final location as shown on the approved plans and specifications;

E. To make sure all survey monuments disturbed or removed are replaced in kind at their original locations; and

F. To provide all materials testing necessary to establish parameters required to inspect work for compliance with approved plans and specifications.

G. To stop dirt work when frost levels reach four inches (4").

5.1.3 Inspection and Testing

All work done on County roads and those roads required to be in compliance with approved land use change permits may be inspected by the County Public Works Department to ensure compliance with these Standards and Specifications, and the applicable provisions of the land use change conditions, approved plans, or subdivision agreement.

The County shall suspend the work wholly, or in part, due to the failure of the contractor to carry out provisions of these Standards and Specifications, approved permits and development improvement agreements.

To ensure compliance with these Standards and Specifications and approved plans, adequate in-process inspection and testing is required. The Project Engineer shall be responsible for certifying all work is completed in accordance with the approved plans and specifications.

The County shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Project Engineer and contractor as required to make a complete and detailed inspection. The County may require that any work done or materials used without inspection must be ordered, removed, or replaced. The County may, at any time before acceptance of the work, direct the Contractor to remove or uncover any such portion of the finished work. After examination, and approval of the work by the County, the Contractor shall restore the disturbed portions of the work to the standard required by the specifications. Inspection by the County shall not relieve the developer and/or contractor, or their designated representatives of the responsibility to control the work and insure compliance with the approved plans and specifications. The County shall not be responsible for insuring project compliance with the approved plans and specifications.

When the Construction Specifications of other jurisdictions are involved in the work, written approval shall be provided by the other jurisdictions and made available to the County prior to final acceptance of the work. Regular in-progress materials testing shall be provided to the County in a timely manner during the course of the work, and should be a requirement of final acceptance.

All materials testing shall be performed by an independent laboratory, under the supervision of a professional engineer. All testing shall be at the expense of the developer, the Project Engineer, or the contractor.

Prior to acceptance by the County, all work not in compliance with these Standards and Specifications, approved permits, and/or development improvement agreements shall be brought into compliance at the Contractor's or owner's sole expense.

For the minimum requirements for compaction of embankments, sub-grades, and utility trenches, see Table 5-1. For required quality tests, see Table 5-2.

Roads constructed to a Local Intermittent standard shall be exempt from controlled compaction testing and the following shall apply. Embankment shall be by layer placement. Surfaces steeper than a ratio of 3 horizontal to 1 vertical (3:1) upon which embankment is to be placed, shall be roughened or stepped to provide permanent bonding of new and old materials.

Embankment shall be layer placed, except over rock surfaces, in which case material may be placed by end dumping to the minimum depth needed for operation of spreading equipment. Each embankment layer shall be leveled and smoothed before placement of subsequent layers. Hauling and spreading equipment shall be operated uniformly over the full width of each layer.

Suitable material shall be placed in layers no more than 12 inches thick, except when the material contains rock more than 9 inches in diameter, in which case layers may be of sufficient thickness to accommodate the material involved. No layer shall exceed 24 inches before compaction.

Placing individual rocks or boulders greater than 24 inches will be permitted provided the embankment will accommodate them. Such rocks and boulders shall be at least 6 inches below sub-grade. They shall be carefully distributed and the voids filled with finer material to form a dense and compacted mass.

Material shall be a moisture content suitable to obtain a mass that will not visible deflect under the load of hauling and spreading equipment.

5.1.4 The Use of Approved Plans and Specifications

Any work performed without approved plans and specifications shall be considered unauthorized and may be ordered removed and the pre-existing conditions restored.

Standard drawings for proposed road and bridges submitted to Gunnison County for approval shall be drawn on standard plan and profile sheet 23" x 36".

Plan drawing shall be on a scale of not less than one inch (1") equals one hundred feet (100'). Bearings and distances shall be shown in plan view.

Profile drawing shall be on a scale of not less than one inch (1") equals ten feet (10') vertically and one inch (1") equals one hundred feet (100') horizontally. Length of vertical curves and percent of grade shall be shown on profile. Size, length and station location of pipe shall be shown on profile.

A typical roadway cross section of a scale not less than one inch (1") equals ten feet (10') shall be furnished with all road plans. Cross section shall show road width, surfacing type, width and depth, cut and fill slopes and other special treatments such as top soiling or rip rap. A cross section shall be drawn for each culvert installation showing size and length of pipe, height of cover over pipe and grade of pipe.

All standard drawings shall be drawn on reproducible quality paper.

The approved plans, specifications, supplementary specifications, standards, supplementary standards and any special provisions required or approved by the County shall be considered consistent, to describe and provide for the complete work.

The contractor shall not take advantage of any error or omission in the approved plans, standards, and specifications. In the event and apparent error or omission is discovered, the Project Engineer and the County shall be notified. The developer and/or contractor, acting through the Project Engineer, shall make any corrections required, subject to approval by the County.

5.1.5 Acceptance of Work

A. Partial Acceptance. Immediately after a section of the work is completed such as a section of the subgrade, structures, trench backfill, etc., acceptance of that element is required prior to proceeding with the next element. An example would be acceptance of subgrade prior to the placement of subbase. If, after partial acceptance of an element of work, conditions change and the next element is not constructed for a period of time, the County may require a re-inspection and acceptance as per Section 5.1.3.

B. Final Acceptance. Immediately upon completion of the project the road developer shall notify the County Public Works Department and schedule a final inspection.

   If the County Public Works Department determines that construction is in compliance with these Standards and Specifications, approved permits and/or development improvement agreements it shall initiate the procedure for acceptance by the Board for maintenance or release of the performance guarantee securing the completion of the work.

   If the County Public Works Department determines that construction is not in compliance with these Standards and Specifications, the County will provide written notification of the deficient items to the road developer and to the Gunnison County Planning Department. In the event the work is not done, the developer or owner is responsible for maintenance of the work until such time as all such items are completed or corrected and a satisfactory re-inspection is made, and the work approved in writing by the Director of Public Works.

5.1.6 Cooperation with Utilities

The developer, acting through the Project Engineer, shall be responsible for coordinating the location, relocation, installation or removal of all utilities involved with the construction of the project.

The construction plans for the proposed project shall be submitted to the affected utilities as soon as possible. Adequate notice shall be given to utilities for utility locations required for the work to avoid damage to existing utilities and conflicts in the work.

ARTICLE VI

TRAFFIC STUDIES

6.1 Guidelines for Traffic Studies

Traffic consultants are invited to discuss projects with the Public Works Department and/or Planning Department prior to initiation of the study. This should provide a firm base of cooperation and communication between the County, the Owner/Developer and the consultant in creating traffic characteristics that are in the best interest of the total community.

All traffic studies shall contain, as a minimum, the following information:

A. A summary table listing each type of land use by development within each development, and on surrounding public lands; the number of units involved, generation rates used, and the resultant trip generation. Trip generation should be calculated from the latest data utilized by the Colorado Department of Transportation and approved by the Gunnison County Planning Department.

B. Site location map(s) showing location of each land use and a network map that shows all existing and proposed road facilities.

C. Proposed improvements (including roadway widenings, channelization, signalized intersections) should be identified, and preliminary design schematics submitted.

D. Traffic graphics should show:

1. Peak hours site traffic (in and out and on adjacent facilities).

2. Peak hour total traffic (current traffic plus site traffic in and out and on adjacent facilities).

3. Peak hour total traffic (twenty (20) year projection) in and out and on adjacent facilities.

4. Total daily traffic (with site traffic shown in parenthesis) both existing and twenty (20) year projected.

5. Turning movements before and after project at major intersections. In the absence of any meaningful peak hour data, peak hour trips shall be assumed to be twenty (20) percent of total daily trips.

ARTICLE VII

PERMITS

7.1 Issuance of Permits

Permit fees and bonds for any permit named in these Standards and Specifications shall be set by the Board. No fees or bonds may be imposed on special districts; however such districts shall be required to obtain all necessary permits.

7.2 Underground Utility Construction Permit (Road Cuts)

No individual, company, corporation, or public agency shall modify, install, or otherwise change any utility located within thirty (30) feet of the centerline of any County Road, or public road under County jurisdiction, or private road under County jurisdiction while a Development Improvement Agreement for such road is in effect without first obtaining an Underground Utility Construction Permit from the Director of Public Works. Financial security will be required to insure conformance with these Standards and Specifications.

Underground Utility Construction permits shall be obtained at least forty-eight (48) hours prior to commencement of the road cut. The applicant must notify the Public Works Department at least twenty-four (24) hours in advance of scheduled work.

Gunnison County may hold the financial security for one year. It may be refunded earlier, if in the sole discretion of the Director of Public Works, it is determined that the cut is stable and no further work will be needed.

7.3 Surface Alteration Permit (Work Within Right-of-Way)

No individual, company or corporation, or public agency shall construct or alter any road, drainage, or other improvements within a County road right-of-way, County road, or public road under County jurisdiction, or private road under County jurisdiction while a Development Improvement Agreement for such road is in effect without a Surface Alteration Permit from the Director of Public Works. Road construction shall be in accordance with engineering plans prepared by a professional engineer, in conformance with these Standards and Specifications, with said plans to be approved by Gunnison County.

Surface Alteration Permits shall be obtained at least forty-eight (**48**) hours prior to commencement of the road cut. The applicant must notify the Public Works Department at least twenty-four (24) hours in advance of scheduled work. A list of required field tests and inspections will be attached to the permit. The applicant shall submit a written schedule of the work, including quantities of materials and length in feet of surface disturbance, and total time area will be disturbed.

Approved permits shall not be changed without the written consent of Gunnison County. Gunnison County may hold the financial security for one year after completion of the work. It may be refunded earlier, if in the sole discretion of the Director of Public Works, it is determined that the cut is stable and no further work will be needed.

7.4 Access Permits

No person shall construct any access providing vehicular access to or from any public highway or right-of-way, or County road or public road, or private road from or to property adjoining such road without a County Access Permit issued by the Director of Public Works. No access permit shall be issued without there having been a site inspection by the Director of Public Works or her representative. The Director, or her representative, may, specify certain conditions, in addition to those set forth in these Standards and Specifications, for issuance of an access permit.

7.5 Oversize/Overweight Permits

The Director of Public Works may, upon application in writing and good cause being shown, issue an Oversize/Overweight Permit to operate or move a vehicle or combination of vehicles of a size or weight of vehicle or load exceeding the maximum legal load permitted by the State of Colorado. The County Public Works Department may limit the number of trips and/or the hours of operation, or otherwise prescribe conditions of operation of such vehicles to ensure against undue damage to road foundations, surfaces, or structures, and to ensure the safety of the

motoring public. Further, the County Public Works Department may require such undertaking, bonding, or other security as may be deemed necessary to compensate for any damage to any roadway or structure.

7.6 Snow Removal Permit

The Director of Public Works may, after an application has been submitted, an evaluation has been prepared, and the plowing has been approved by the Board of County Commissioners, issue a Snow Removal Permit. The Permit will be valid for only one plowing season. The Snow Removal Permit may contain such conditions as necessary to preserve the integrity of the road and provide for the safety of the road users. Further the County Public Works Department may require financial security as may be deemed necessary to repair any damage to the roadway or structures.

7.7 Revocable Right-of-Way Permit

The Director of Public Works may, after an application has been submitted and evaluated, issue a Revocable Right-of-Way permit for the placement of a structure, repair or improvement in the road right-of-way of a County road, public road under the jurisdiction of Gunnison County, or private road under the jurisdiction of Gunnison County while a Development Improvement Agreement for such road is in effect. The Revocable Right-of-Way Permit may contain such conditions as necessary to preserve the integrity of the road and the right-of-way, and provide for the safety of the road users. Further, the County Public Works Department and/or County Attorney may require financial security as may be deemed necessary to repair any damage to the road, structure, or right-of-way.

7.8 Transfer of Permits

A permit may be transferred only with the written consent of the Director which consent shall be in the Director's sole discretion. The Director, before consenting to any transfer, may condition or restrict such transfer to ensure that the health, welfare and safety of the public are protected. Each prospective transferee must ensure, before approval of any transfer, that the proposed transferee can and will comply with all of the applicable requirements, regulations, standards, and conditions.

7.9 Financial Security

As a condition of the issuance of any permit, the Director, at the Director's sole discretion, may require the permittee to file a guarantee of financial security in an amount established by the Director and payable to the County. The guarantee may be in the form of cash, federally-insured certificates of deposit, irrevocable letters of credit issued by a bank acceptable to the Board, surety bonds issued by a company authorized to do business in Colorado, written guarantees backed by collateral acceptable by the Board, or any other form, or combination of forms, established by the Board.

REFERENCED REPORTS

1. Gunnison County Land Use Resolution, Gunnison County Planning Department.
2. State Highway Access Code, State of Colorado, Department of Transportation.
3. Manual on Uniform Traffic Control Devices, U.S. Department of Transportation, Federal Highway Administration.
4. Colorado Vehicle Code, Colorado State Patrol Troop Office, Grand Junction, Colorado.
5. Geometric Design of Highways and Roads, The American Association of State Highway and Transportation Officials.
6. Roadway Design Manual, Colorado Department of Transportation.
7. Trip Generation, The Institute of Transportation Engineers.
8. Standard Specifications for New Road and Bridge Construction, State of Colorado, Division of Highways.
9. Gunnison County Flood Damage Prevention Resolution, Gunnison County, Colorado. Gunnison County Planning Department.
10. Procedures for Determining Peak Flows in Colorado, U.S. Department of Agriculture, Soil Conservation Service, 1980.
11. Concrete Pipe Design Manual, ACPA Arlington, Virginia, February, 1974.
12. Handbook of Steel Drainage and Highway Construction Products, A151, Washington, D.C. 1971.
13. Standard Specifications for Highway Bridges, The American Association of State Highway and Transportation Officials.
14. Colorado Standard Plans, Division of Highways M and S Standards.
15. Standard Plans for Highway Bridges, U.S. Department of Transportation, Federal Highway Administration.
16. Uniform Construction Standards for Colorado Public Works, Colorado Contractors Association, Inc.

APPENDIX A

LEGAL RESPONSIBILITIES

The latest edition of the Division of Highways, State of Colorado, Standard Specifications for New Road and Bridge Construction; Section 107 - Legal Relations and Responsibilities to the Public, shall be considered Supplemental Specifications to these Standards with the additions, deletions, or revisions noted in Sections one and two as supplied annually by the Division of Highways, State of Colorado.

Section 1 Definitions

State - shall be redefined as Gunnison County, Colorado.

Division - shall be redefined as the Gunnison County Public Works Department.

Engineer - shall be the Project Engineer as defined in Section 5.1.2 when acting as the authorized agent of the developer or contractor or the County as defined in Section 5.1.3 when acting in behalf of the Public Works Department.

Contract - shall be redefined as these Standards.

Section 2 Section 107, Legal Relations and Responsibility to Public

Payment - Delete any reference to payment for the use of these Standards.

107.04 - Delete Subsection.

107.07 - Delete "as specified under subsection 104.04".

107.09 - Delete Subsection.

107.16 - Paragraph one, line eight, revise to read the following: "the Contractor or Developer shall be required to assume any expenses entailed in maintaining traffic". Delete last sentence. Delete paragraphs two, three, and four.

107.19 - Delete Subsection.

107.10 - Is hereby revised as follows: Paragraph one - "In carrying out any of the provisions of these Standards; or in exercising any power or authority granted to them by Gunnison County; or performing their duties within the scope of their employment, there shall be no personal liability upon the Board, Director of Public Works, or their authorized representatives due to injuries sustained from an act or omission of such employee, except as may be provided by law."

107.22 - Delete Subsection.

107.23 - Delete Subsection.

107.25 - Delete paragraph 2 of section - (c) Measurement and Payment.

APPENDIX B

APPENDIX C

APPENDIX D

APPENDIX E

APPENDIX F

APPENDIX G

RECLAMATION RECOMMENDATIONS FOR NEW EXPOSED EARTHWORK

Land Preparation: Replace the disturbed soil as close to the original soil profile as possible prior to revegetation. After the topsoil is replaced, a firm seedbed is required before planting grass seed. The seedbed should be firm enough to allow good seed-to-soil contact.

Seeding Time: The seeding time with the greatest success is a dormant seeding for areas that cannot be irrigated. Spring seeding can be successful if rainfall is above the historical average. Late summer seedings (late July to mid-August) have shown success in some areas since August and September have historically been the highest rainfall months.

Suggested seeding times (without irrigation) based on Major Land Resource Area (MLRA):

7500-9500 feet elevation
- Dormant Seeding (Best) – October 1-November 15
- Spring Seeding – not recommended
- Late Summer Seeding (Marginal) – August 1-31

Alpine Zone (10,000 feet elevation and above)
- Dormant Seeding (Best) – September 1-30
- Spring Seeding – not recommended
- Late Summer Seeding (Marginal) – July 15-August 15

Seeding Methods: Drilling the grass seed is the best method. Drill depth should be placed between ½ and ¾ inch below the soil surface. For slopes that are greater than 3:1 slope, seeding may be broadcast by hand or mechanical spreader and rated into the upper soil layer (no deeper than ¾ inch). **Seed should not be incorporated and applied simultaneously with the hydromulch slurry.**

Rate of Seeding: When seeds are drilled use 10 pounds per acre of pre-mixed grass seed. When seed is broadcast by hand or mechanical seed spreader use 20 pounds per acre of pre-mixed grass seed.

Mulches: Straw and/or hay used for mulch, must be certified weed free. A hydromulch can be applied to the area after the seed has been drilled in or broadcast. On steep slopes where crimping is not possible, jute matting (biodegradable mesh) may be used as a mulch over the newly seeded areas.

Time Frame of Reclamation Process: Reclamation can require several years (1 to 5) to determine stand establishment. It should be expected that early seral species (such as summer and winter annuals) will occupy the area before the desired perennial stand dominates. Each year the revegated sites will be reviewed by the Gunnison County Weed Specialist upon which time the permittee will be advised as to the management practices that are expected to insure reclamation success.

Unreasonable demands will not be placed on the expected outcome of the reclamation, but it is expected that the reclaimed areas will be ecologically comparable to the surrounding, undisturbed land. This would be defined by the percentage of desired grass species compared to weedy annual broadleaf species (which usually requires not less than three years).

SEEDS RECOMMENDED

DRY AREA RECOMMENDATION

This recommendation covers most of the land area below 8500 feet in elevation.

Species	Variety	lbs./ ¼ acre
Smooth Bromegrass	Manchar	2
Crested Wheatgrass	Ephriam	2
Slender Wheatgrass	San Luis	1
Russian Wildrye	Bozoisky	1
Sheep Fescue	Big Horn	1
	Total	7 lbs. Pure Live Seed

MOIST AREA RECOMMENDATION

This recommendation covers most of the land area above 8500 feet in elevation.

Species	Variety	lbs./ ¼ acre
Smooth Bromegrass	Manchar	2
Timothy	Climax	1
Slender Wheatgrass	San Luis	1
Canadian Bluegrass	Ruebens	1
	Total	5 lbs. Pure Live Seed

Sometimes certain varieties of seed can be substituted, but the above varieties are suited to our area.

This seeding recommendation was provided by the Natural Resources Conservation Service. Seed can be ordered through the Gunnison Soil Conservation District by calling, (970) 641-0494.

APPENDIX H

APPENDIX I

APPENDIX J

DEVELOPMENT IMPROVEMENTS AGREEMENT

This Development Improvements Agreement is entered into this _____ day of _____, 20___ between the Board of County Commissioners of Gunnison County, Colorado (herein the "County"), and (herein the "Permittee") as follows:

1. PURPOSE. The Permittee has submitted to the County the Permitte's application for a permit pursuant to the Gunnison County Standards and Specifications regarding _____ (herein the "Project"). The legal description of the Project is attached hereto and incorporated herein as Exhibit "A". As valuable and sufficient consideration for this Agreement, the County and the Permittee agree that approval of such application by the County is expressly conditioned on completion of the improvements described in paragraph 7, below (herein the "Improvements") to the specifications described herein and by the times specified herein. The County and the Permittee further agree that such Improvements are appropriate and necessary requirements to be required by the County, and to be performed by the Permittee and which Permittee shall perform. The County and Permittee further agree that an agreement guaranteeing the Permittee's performance secured by suitable security to protect the interests of the County, and the public in the amount set forth herein is an appropriate condition to the County's approval of such permit. The parties have entered into this agreement to memorialize such understandings and agreements. The relationship of the parties to this Agreement is contractual; Permittee is an independent contractor and is not an agent of the County.

2. DEVELOPER BOUND. The Permittee agrees to accept and be bound by the terms and conditions of the County's issuance of its approval of the Permit and the terms and conditions of this agreement. Permittee accepts the County's review and permitting authority; process and performance of same in connection with the permit as legal and valid and waives any defect therein.

3. CONSTRUCTION.
   A. The Permittee agrees to complete construction of the Improvements within the Project in the locations set forth on the plans attached hereto as Exhibit __, and in accordance with the specifications thereof by not later than _____, 200__, acts of God and any cause beyond the reasonable control of the Permittee excepted, including without limitation labor disputes, laws, regulations, or orders of any governmental entity, orders of court, inability to obtain any required authorization, act of war or donations arising out of or attributable to war, riot, civil strike, insurrection or rebellion, fire, explosion, earthquake, storm, flood or other adverse weather condition, delay or failure by suppliers or material men, contractors, or subcontractors, shortage of or inability to obtain labor, supplies or materials.
   B. The completion deadline set forth in this paragraph 3 may be extended by the County in its sole discretion upon written request of Permittee if the County determines that: (1) such extension of time will not operate to the detriment of the County, the public or the owners of property within the Project; and (2) the County's security is adequate to ensure full performance by Permittee by the extended completion date; and (3) that such an extension would not be in conflict with the conditions of the approved Permit. The County may require Permittee to provide, at Permittee's cost, supplemental estimates by Permittee's engineer of the costs of completion and to provide additional security as a prerequisite to its extension of any completion date. Any extended completion date granted by the County hereunder may be further extended in like manner.
   C. Each contract entered into by Permittee for construction of the Improvements shall provide that the County is a third party beneficiary with all rights to enforce such contracts in place of Permittee in the event of a default by Permittee. Permittee shall provide to County a copy of each such contract upon its execution.

4. ESTIMATED COST. The total cost of the Improvements to be constructed by the Permittee is estimated currently to be $ plus a contingency amount.

5. SECURITY. In order to secure of obligations of the Permittee herein, the Permittee and the County agree that the Permittee shall, at Permittee's sole cost, and before starting work on any phase of the Project or Improvements, and before conveying any portion of the Project, obtain and provide to the County a bond, and irrevocable letter of credit or other performance guarantee in a form and content satisfactory to the County to the benefit of the county in the amount of $_____ which is 124 percent of the currently estimated cost of the Improvements to include a reasonable contingency amount.

   If the contract(s) provided to the County pursuant to paragraph 3C indicate a substantially different total cost than estimated in paragraph 4, the amount of security may be increased or decrease. For the purposes of this paragraph 5, substantial is defined as 10 percent or more.

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

6. CERTIFICATION.
   A. Not later than _____, 200__, a registered Colorado engineer retained by the Permittee at it s expense shall certify to the County whether the Permittee's construction obligations regarding Improvements under this agreement have been fully and faithfully performed according to design and time specifications. Upon receipt of such certification and a complete copy of as built specifications and drawings, the County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of the County. Permittee agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until Permittee's engineer and the County's representative have had reasonable opportunity to inspect such Improvements.
   B. Not later than _____, 200__, Permittee shall provide to the County Attorney a sworn affidavit, signed by the Permittee's authorized representative, that the Improvements completed have been paid for, in full, by the Permittee. The Permittee shall be responsible for the information so provided. Said written certification will be reviewed by the County, but the County shall have no responsibility or liability to any part regarding the veracity of the information so provided.

7. SCOPE OF WORK.
   A. The scope of work to be done by the Permittee shall include, but not be limited to: 7.1 (Fill in applicable details)
   B. The conditions of this agreement and the permit are such that if the obligations hereunder of the Permittee are well, truly, faithfully and timely performed by Permittee, inspected and certified to by the Permittee's engineer, and such performance is accepted by the County in the County's sole discretion, the Permittee's obligations to the County under this agreement except as set forth in 7C below shall be at an end; otherwise such conditions and obligations shall remain in full force and effect.
   C. For a period of one year from and after the acceptance of all of the work described in paragraph 7A, above, Permittee shall, at its own expense, make all needed repairs and replacements to such work as shall, in the County's reasonable opinion, become necessary. The County shall have the right to retain up to $_____ of the security for up to one year following the acceptance of all of the work described in paragraph 7A. above, as security to ensure such repair and replacement.

8. PARTIAL RELEASE OF SECURITY.
   A. The County recognizes that as work proceeds upon the Improvements, the County's need or security shall be reduced. Accordingly, the County agrees to a reasonable partial release of the security to be delivered to the County pursuant to paragraph 5 hereof upon receipt of a written certification, by Permittee's engineer, stating the estimated cost of remaining completion, in which event the County shall retain security equal to 125 percent of such estimated cost of remaining completion plus 20 percent of the original estimated cost of the Improvements and shall release the balance of all security held by the County.
   B. Upon Permittee's entering into a contract or contracts for construction of improvements hereunder, Permittee and County may negotiate an addendum to this Agreement setting forth such reasonable schedule for partial releases of the security in accordance with the anticipated construction schedule. In such circumstance, the County shall designate and authorize the County Manager, Director of Public Works or County Attorney to make the partial release(s) hereunder after consultation with appropriate County staff.

9. PERMITTEES' DEFAULT. In the event of any default hereunder by the Permittee, the County shall give notice to the Permittee specifying the nature of such default, which notice shall be given by facsimile transmission or by certified mail with return receipt requested addressed to the Permittee at _____. In the event the Permittee does not remedy such default to the satisfaction of the County within 14 days following such notice, the County may elect, in its discretion to exercise all remedies available to it, including but not limited to:

   9.1 To specifically enforce the terms and conditions of this agreement;
   9.2 To draw upon or otherwise obtain the benefit of the security;
   9.3 To exercise any other rights and obtain any other remedies provided by law;
   9.4 To obtain from the Permittee either an extension of the County's security hereunder to guarantee the completion of the improvements only on the conditions (1) that suitable additional security is provided the County to guarantee the construction of said Improvements within the new time period determined by the County, and (2) that the County determines that it would not be detrimental to the interest of the County, the public or the owners

of property within the Project to allow such extension (3) that the County determines that it would not be in conflict with the conditions of the approved Permit.

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

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

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

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

14. LITIGATION. Nothing contained herein shall prevent either party from obtaining a judicial determination of the violation of its rights hereunder; provided however, that written notice to the other party advising the other party of the alleged violation, and advising that in the event the matter is not resolved by the parties within 14 days thereafter, shall be a condition precedent to the commencement of any litigation.

15. TIME OF ESSENCE. It is mutually agreed that time of performance is an essential part of this agreement and that all terms, covenants and conditions herein shall extend to and become obligatory upon the successors and assigns of the respective parties hereto.

16. VENUE AND CHOICE OF LAW. This agreement is entered into in Gunnison County, Colorado and it I agreed that the exclusive jurisdiction and venue of any action pertaining to the interpretation or enforcement of this agreement shall be in the District Court of Gunnison County, Colorado. The exclusive choice of law pertaining to this transaction shall be that of the State of Colorado without giving effect to Colorado choice of law principles.

17. SEVERABILITY. If any term or provision of this agreement shall be invalid or unenforceable, the remainder of this agreement and the terms and provisions thereof shall not be affected thereby and all other terms and provisions of the agreement shall be valid and enforceable to the full extent permitted by law.

18. ATTORNEYS' FEES. If any action is brought in a court of law by either party to this agreement as to the enforcement, interpretation or construction of this agreement or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees as well as all cost incurred in the prosecution of defense of such action.

19. HOLD HARMLES CLAUSE. The Permittee shall indemnify, defend and hold harmless the County, its officials, employees and agents from and against liability for damages, injury or death which may arise from the direct or indirect operations of the owner, Permittee, contractors or subcontractors, which relate to the Project.

20. ENTIRE AGREEMENT. This agreement contains the entire and only agreement between the parties regarding development improvements, and no oral statements or representations not contained in this agreement shall be of any force and effect between the parties. This agreement shall not be modified or amended in any manner except by written instrument executed by the parties.

21. BINDING AGREEMENT. This agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

22. NOTICE. All notices and other communications required or permitted under this Agreement shall be in writing and shall be, as determined by the person giving such notice, either hand delivered, mailed by registered or certified mail, return receipt requested or by telecopier or telegraphic communication to the required party at the following addresses:

COUNTY: Board of County Commissioners
200 East Virginia
Gunnison, CO 81230 Telecopier: (970) 641-3061

DEVELOPER: (Name, Address, Etc.)

IN WHEREOF the parties have executed this agreement the date first above written.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON COUNTY

Attest: _____ By:_____
County Clerk Chairperson or Designee

DEVELOPER

By:_____

STATE OF COLORADO)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___.
By _____.

My commission expires: _____
Witness my hand and official seal.

_____
Notary Public
Address:

APPENDIX K

DEFINITIONS AND ABBREVIATIONS

The following words, terms and abbreviations shall have the following meanings when used in these Standards and Specifications:

A. Definitions

ABUT means adjacent or contiguous to, having a common border or point with, or separated from a common border by, a road or highway right-of-way or easement.

ACCESS means the place, method or way by which vehicles and pedestrians obtain usable ingress and egress to a property or land use.

- Residential Access means ingress or egress to no more than two residential units, including any that includes a home occupation, or a multiple-family residence as defined by the Gunnison County Land Use Resolution. Residential access is a private vehicular access, for the exclusive use of the owners-occupants and their invitees, and is not considered a road or highway.

- Agricultural Access means the access providing ingress and egress exclusively to an agricultural operation and not to any residence(s).

- Commercial Access means the access providing ingress and egress to any activity defined by the Gunnison County Land Use Resolution as commercial.

- Industrial Access means the access providing ingress and egress to any activity defined by the Gunnison County Land Use Resolution as industrial.

ADJACENT means the same as “abut”.

AGRICULTURAL OPERATION means an activity that primarily involves agriculture as defined herein.

AGRICULTURAL ROAD means any road whose primary use is to serve an agricultural operation.

AGRICULTURE means the use of the land for the primary purpose of making a profit from farming or ranching as it may include:

- The production, cultivation, growing, and harvesting of plant crops, but not including the harvesting of trees unless incidental to other agricultural operations; or
- The raising and/or the breeding of livestock including horses, dairy and beef cattle, sheep, goats, fur-bearing animals, poultry and swine, so long as they are not large confined animal feeding operations (CAFO); or
- The production of nursery products and sod; and
- The harvesting, storage, grading, packaging, processing, distribution, and sale or trade of such commodities where such activities occur at the point of production.
- It specifically does not include the uses, structures and retail services normally associated with kennels, veterinary hospitals, the commercial slaughter of animals, and commercial riding stables. For purposes of this Resolution classification of the use of the property by the Gunnison County Assessor’s Office is not definitive or binding for purposes of this definition, nor shall the existence of a conservation easement on the property otherwise defined as agricultural affect that definition.

ALTERNATIVE TRANSPORTATION FACILITY means a trail, sidewalk, public bus or van, rail, or other facility that provides an alternative mode of transportation to travel by private automobile.

ARTERIAL ROAD - See Article III section 3.1

AS BUILT (OR RECORD) DRAWINGS means a complete and accurate set of construction plans, with all pertinent information superimposed on them to identify the road or related facility as it actually has been constructed.

AVERAGE DAILY TRAFFIC means the average 24-hour volume, being the total number during a stated period, divided by the number of days in that period. Unless otherwise stated, the period is a year. The term is commonly abbreviated as ADT.

AXLE LOAD means the total load transmitted by all wheels on a single axle extending across the full width of the vehicle. Tandem axles 40 inches or less apart shall be considered as a single axle.

BACKFILL (or BACK FILLING) means the dumping of earthen materials into excavated holes, or covering exposed features with soil. This can be done to protect features, or to level ground for construction of a road or building.

BASE COURSE means the layers of specified or selected material of designated thickness placed on a subbase or a subgrade to support a surface course.

BEST MANAGEMENT PRACTICES means those conservation techniques and management measures that:

- Control soil loss and reduce water quality degradation caused by nutrients, human and animal waste, toxins, and sediment; and
- Minimize adverse impacts to groundwater and surface-water flows; and
- Minimize adverse impacts to the chemical, biological, and physical characteristics of wetlands, ponds, streams, and riparian areas.

BOARD means the Board of County Commissioners of Gunnison County, Colorado, or its designee.

BRIDGE means a structure including wall or abutments erected over a depression or an obstruction, as water, highway or railway and having a track or passageway for carrying traffic or other moving loads.

BUILDING FOOTPRINT means the outline of the total area that is covered by a building at ground level.

CEMENT TREATED BASE means a base consisting of a mixture of mineral aggregate (or soil) and Portland cement, mixed and spread on a prepared surface, to support a surface course.

CHANNELIZATION means the separation or regulation of conflicting traffic movements into definite paths of travel by use of pavement markings, raised islands, or other suitable means to facilitate the safe and orderly movement of traffic, both vehicular and pedestrian.

CITY STREET means roads that are within the boundaries of an incorporated municipality that are dedicated to the public and are maintained by the City.

COLLECTOR ROAD - See Article III section 3.1

CONSTRUCTION PLANS means a complete and accurate set of detailed plans, including but not limited to profile, specifications, details, notes and any other information necessary for complete and timely construction of the road or related facility.

CONTROL OF ACCESS means the condition where the right of owners or occupants of abutting land or other persons to access, light, air or view in connection with a highway is fully or partially controlled by public authority.

COUNTY means Gunnison County.

COUNTY PRIMARY ROAD SYSTEM means County roads selected by the Board on the basis of greatest general importance; the County primary system as selected shall constitute an integrated system within itself and/or with the state highway system and other roads identified by the Board.

COUNTY ROAD means a public road which the Board has placed on the Country Road System under the authority of C.R.S. 43-2-109,110.

COUNTY SECONDARY ROAD SYSTEM means all County roads not on the County primary road system.

CROSS SLOPE (ROADWAY) means on divided highways each one-way pavement may be crowned separately as on 2-lane highways, or it may have a nondirectional slope across the entire width of pavement, almost downward to the outer edge.

CUL-DE-SAC ROAD means a local road open at one end only, and with special provisions for turning around.

CURBWALK means monolithic combination of curb and gutter and sidewalk.

CULVERT means a closed conduit, other than a bridge, which conveys water carried by a natural channel or waterway transversely under the roadway.

DAYS means calendar days, not normal working days unless expressly identified as working days.

DELINEATORS means devices used to define the roadbed, and are used as an aid to alert drivers of day and night hazard conditions.

DEPARTMENT means the Gunnison County Public Works Department.

DESIGN LOAD means the loads that must be supported by a structure in terms of live and dead weight loads.

DESIGN PERIOD means geometric design generally based on estimated traffic requirements 20 years after construction.

DESIGN SPEED means a speed determined for design and correlation of the physical features of a road that influence vehicle operation; the maximum safe speed maintainable on a specified section of road when conditions permit design features to govern.

DIRECTOR OF PUBLIC WORKS means the Gunnison County Public Works Director, or designee.

EASEMENT means a conveyance or reservation of an incident of ownership in real property for one or more specific purposes, public or private.

18K EDLA means 18,000 pound single axle Equivalent Daily Load Applications. (See "Axle Load" and Equivalence Factor".)

ENGINEER means Professional Engineer registered in the State of Colorado.

EROSION means the wearing away of a land surface by detachment and transporting of soil and rock particles by the action of water, wind, or other agents.

FLARED INTERSECTION means an un-channelized intersection, or a divided highway intersection without islands other than medians, where the traveled way of any intersection leg is widened or an auxiliary lane added.

FLEXIBLE PAVEMENT means a pavement structure which maintains intimate contact with and distributes loads to the subgrade and depends upon aggregate interlock, particle friction and cohesion of stability.

GEOMETRIC DESIGN means the arrangement of the visible elements of a road, such as alignment, grades, sight distances, widths, slopes, etc.

GRADE means the rate expressed in terms of percent, ascent or descent by length.

GUARDRAIL means a protective device intended to make highways safer by reducing accident severity.

GUNNISON COUNTY means Gunnison County, Colorado.

GUNNISON COUNTY ROAD SYSTEM means all roads in the Gunnison County primary or secondary systems.

HIGHWAY, STREET, OR ROAD means an open way reserved for the passage, generally, of people, vehicles, animals and goods and includes trails and non-motorized ways in rural areas, or in urban areas where there is comparatively little access and egress, a way between prominent termini is usually called a highway or road. A way in an urban area, with or without provisions made for curbs, sidewalks, and paved gutters is ordinarily called a road.

HORIZONTAL ALIGNMENT means horizontal geometrics for safe and continuous operation at a uniform design speed for substantial lengths of highway and must afford at least the minimum stopping distance for the design speed at all points on the highway.

HVEEM STABILIMETER means a device to measure the lateral pressure transmitted by soil or aggregate being subjected to a vertical load. The pressure obtained is used to compute "R" Value. The internal resistance of the friction property of a bituminous pavement or a base course. Data obtained is used to compute the relative stability.

IMPROVEMENTS means an addition to or enhancement of property or its condition, amounting to more than mere repairs, including, but not limited to, structures, infrastructure, habitat compensation, restoration, reclamation, general landscaping, or such other installations as may be designated by the County.

INCLUDE means including without limitation.

INSPECTOR means the Gunnison County Public Works Director, or designee.

INTERSECTION means the area embraced within the prolongation or connection of the lateral curb lines, or if none, then the lateral boundary lines of the roadways of two highways, streets, roads or driveways, or any combination of thereof, which join one another at, or approximately at, right angles, or the area within which vehicles traveling on different highways joining at any other angle may come in conflict.

LANE - See Article III section 3.1

LEGAL LOT means a lot, parcel or tract of land that meets the definition of a “subdivision,” or “subdivided land” as defined in C.R.S. 30-28-101 (10) (a) as it may be amended, or that is one of the exceptions to the definition of “subdivision” or “subdivided land” set out in the definition of “Subdivision or Subdivided Land” in C.R.S. 30-28-101 (10) (b), (c) or (d) as they may be amended, and that was created in compliance with all applicable laws, ordinances and regulations in effect at the time of its creation, and the legal description of which was recorded at the time of its creation in the records of the Clerk and Recorder of Gunnison County. A parcel as mapped for tax assessment records is not necessarily a legal lot.

LIME TREATED BASE means a base consisting of a mixture of soil, hydrated lime and water, usually mixed in place and placed to support a pavement structure, or the components thereof.

LOCAL - See Article III section 3.1

LOT means a parcel or tract of land. Also see definition of “Legal Lot”.

LOW WATER CROSSING means a structure used to cross a drainage course that provides only for limited conveyance of run-off under the traveled way with higher flows passing both under and over the traveled way.

MAY means a permissive condition.

MINIMUM COVER means the point of minimum cover shall be the edge of the paved shoulder giving the least cover over the pipe.

MINIMUM TURNING RADIUS means the radius of a minimum turning path of the outside of the outer front tire.

NON-MOTORIZED TRAIL means a dirt, gravel or paved trail suitable for bicycle, pedestrian or equestrian travel.

PARCEL means a tract or lot of land. Also see definition of “Legal Lot”.

PASSING SIGHT DISTANCE means the minimum sight distance on two or three lane highways that must be available to enable the driver of one vehicle to pass another vehicle safely and comfortably without interfering with the speed of an on-coming vehicle traveling at the designed speed should it come into view after the overtaking maneuver is started.

PAVEMENT means that part of a roadway having a constructed surface for the facilitation of vehicular movement.

PAVEMENT STRUCTURE means the combination of subbase, base course and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

PERSON/PERSONS means any individual, partnership, corporation, association, company, or other public or corporate entity, including the state or federal government, and any of their political subdivisions, agencies, instrumentalities.

PLANT MIXED BITUMINOUS BASE means a base consisting of mineral aggregate and bituminous material, mixed in a central plant, laid and compacted while hot, on subbase or a subgrade, to support a surface course.

PORTLAND CEMENT CONCRETE PAVEMENT means a pavement composed of portland cement concrete on a prepared subgrade or base course in accordance with plans and specifications.

PRIME COAT means the application of a low viscosity liquid bituminous material to an absorbent surface, preparatory to any subsequent treatment, for the purpose of hardening or toughening the surface and promoting adhesion between it and the superimposed construction.

PRIMITIVE ROAD means a road that has all of the following characteristics:

- The road does not have the physical capacity to allow ready access to emergency services providers (e.g. medical emergency or fire suppression vehicles);
- No public utility has been extended after May 7, 2002, or is proposed to be extended, to any lot served by the road;
- There is no more than one single family residence existing or proposed on any lot served by the road;
- Does not currently serve, and is not proposed to serve, average daily traffic more than the minimum threshold for a local intermittent road;
- Any residential use established after May 7, 2002, shall be limited to seasonal use only by deed restriction or other instrument acceptable to Gunnison County

PRIVATE ROAD means any road that is not a public road.

PRIVATE ROADS UNDER COUNTY JURISDICTION means roads that have been permitted through the County Land Use Process.

PUBLIC ROAD means:

- All roads over private lands dedicated to the public use by deed to that effect, filed with the office of the Gunnison County Clerk and Recorder when such dedication has been accepted by the Board; and
- All roads over private or other lands dedicated to public uses by due process of law, including a subdivision plat approved by Gunnison County and recorded in the office of the Gunnison County Clerk and Recorder, and not heretofore vacated by an order of the Board duly entered of record in the proceedings of the Board; and
- All roads over private lands that have been used adversely without interruption or objection on the part of the owners of such lands for 20 consecutive years; as defined by Colorado law; and
- All toll roads or portions of them that may be purchased by the Board from the incorporators or charter holders of them, and thrown open to the public; and
- All roads over the public domain whether agricultural or mineral.

R VALUE means the resistance value of the soil while in a state of density and degree of saturation typical of the most adverse conditions to be expected on the road during the service life.

REGIONAL FACTOR means a numerical factor expressed as a summation of the values assigned for precipitation, elevation and drainage. This factor is used to adjust the structural number.

RESIDENTIAL DRIVEWAY - See “Access”

RIGHT-OF-WAY means a general term denoting lane, property, or interest therein, usually in a strip, acquired for or devoted to transportation purposes.

ROADBED means the graded portion of a highway, usually considered as the area between the intersections of top and side-slopes, upon which the subbase, base course, surface course and shoulders are constructed. Divided highways are generally considered to have two roadbeds.

ROADSIDE means the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

ROAD SIGN means a traffic control device mounted on a support above the level of the roadway that conveys a specific message by means of unchanging words or symbols.

ROADWAY means the portion of a highway, including shoulders, for vehicular use. A divided highway has two or more roadways.

ROADWAY PRISM means the area of a road bounded by the traveled surface, the shoulders and lines projecting downward and away from the outside edge of the shoulder and intersecting the ground surface at an angle of thirty (30) agrees to horizontal.

RURAL means the character of an area that is primarily agricultural, low-density residential, unimproved and open.

SEASONAL USE means use limited to those months when snow normally is not on the ground in Gunnison County, that is, the months of May through October inclusive.

SENSITIVE AREAS means those areas identified by the Board that contain, or in which activity will have a significant impact on, human, historical, natural, environmental or archeological resources of great significance; a sensitive area shall be a specific geographic location that is defined with specific boundaries.

SERVICEABILITY INDEX means a number which is indicative of the pavement's ability to serve traffic at any specific time.

SHALL means a mandatory condition.

SHOULD means a recommended but not mandatory condition.

SHOULDER means the portion of a roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use and for lateral support of base and surface courses.

SIGHT DISTANCE means the distance visible to the driver of a passenger vehicle, measured along normal travel path of a roadway, to the roadway surface or to a specified height above the roadway, when the view is unobstructed by traffic.

SIGNIFICANT means of considerable or substantial consequence.

SINGLE-UNIT TRUCK means a freight vehicle of two or three axles and larger than a pickup.

SLOPE EASEMENT means an easement for cuts or fills.

STANDARDS means the Standards identified in this Gunnison County Standards and Specifications for Road and Bridge Construction as it may be amended.

STABILIZATION means modification of soils or aggregate by incorporating materials that will increase load bearing capacity, firmness and resistance to weathering or displacement.

STATE HIGHWAY means roads that are within the County that are dedicated to the public, but are maintained by the Colorado Department of Transportation.

STOPPING SIGHT DISTANCE means the distance required by a driver of a vehicle, traveling at a given speed, to bring his vehicle to a stop after an object on the roadway becomes visible. It includes the distance traveled during the perception and reaction times and the vehicle braking distance.

STRUCTURE means anything constructed or erected, that requires location on the ground, or is attached to something having location on the ground, including portable shelters for human habitation or use, recreational vehicles and tents, storage, transmission or distribution facilities or public utilities, but not including transmission lines of less than 45 kilovolt capacity, or fences.

SUBBASE means the layer or layers of specified or selected material of designed thickness placed on a subgrade to support a base course.

SUBGRADE means the top surface of a roadbed upon which the pavement structure and shoulders, including curbs, are constructed.

SUPERELEVATION means the vertical distance between the heights of inner and outer edges of highway pavement used to prevent a vehicle from sliding outward, or to counteract all the centrifugal force of a vehicle traveling at an assumed speed.

SUSTAINED GRADE means a continuous highway grade of appreciable length and consistent or nearly consistent gradient.

TEMPORARY ACCESS ROAD means a road that is limited in scope, duration and frequency to serve only a vacant parcel and which does not require any cut and fill.

TERRAIN means the topography of the profile of a highway, road, or street. As used in this manual, the term generally has one of two modifiers; rolling, or mountainous. These two modifiers represent combinations or geometric features in varying degrees which relate primarily to gradients and horizontal and vertical alignment. They reflect the effect on capacity of the operating characteristics of trucks in terms of their passenger cars are equivalent under the different geometric conditions.

TOPOGRAPHY means the configuration of the earth surface including the shape and position of it's natural and man-made features.

TRAFFIC CONTROL DEVICE means any sign, signal, marking or installation placed or erected under public authority, for the purpose of regulating, warning, or guiding.

TRAIL means an open way reserved for the passage, generally, of people, non-motorized vehicles, animals and goods.

TRAVELED WAY means the portion of the roadway for the movement of vehicles, exclusive of Shoulders and auxiliary lanes.

VERTICAL ALIGNMENT means properly designed, should provide adequate sight distance, safety, comfortable driving, good drainage, pleasing appearance. Minimum lengths of crest vertical curves are controlled by stopping sight distance requirements.

WATERWAY means a stream, river or creek, or any other natural channel or other topographic feature through which "live" water flows, but does not mean ditches used for agricultural purposes.

WETLAND means an area inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under usual circumstances, supports a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known a hydrophytic vegetation. Wetland areas generally include marshes, bogs, seeps, riparian and similar areas, but do not include those artificial wetlands intentionally created from non-wetland areas, including irrigation and drainage ditches, grass-lined swales, canals, detention facilities, ranch ponds and landscape amenities. Exempt from the definition are areas in which there are wastewater treatment systems, including treatment ponds and lagoons designed to meet the requirements of the Clean Water act (33 U.S.C. Sec. 1341), treated water distribution and storage facilities or treated water that otherwise meet the criteria in this definition, and areas created by irrigation-related activities from agriculture and ranching. However, wetlands may include those artificial wetlands intentionally created from non-wetland areas created for the purpose of mitigating conversion of wetland, if permitted by the County.

B. Abbreviations

AASHTO means American Association of State Highway and Transportation Officials

CDOT means Colorado Department of Transportation

FHWA means Federal Highway Administration

HUTF means Highway Users Tax Fund

ITE means Institute of Traffic Engineers

EXHIBIT A

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT
SCHEDULE OF FEES

Adopted by the Gunnison County Board of Commissioners
March 6, 2018

Maps

County Maintained/Plowed Roads (set of 3)	$ 30.00

Publications

Gunnison County Standards and Specifications for New Road & Bridge Construction	$ 15.00
Postage – if mailed	$ 5.00

Public Works Fees – All Fees Must be Paid in Advance.

Access Permit	$250.00
Review of existing access or modified site plan	$100.00
Final re-inspection (per re-inspection)	$500.00
Reclamation Permit (within sage grouse habitat) Under 10,000 square feet of total ground disturbance	$ 75.00
Reclamation Permit (in or out of sage grouse habitat) At or above 10,000 square feet of total ground disturbance	$150.00
Reclamation Permit Bonding	
Initial 10,000 square feet of ground disturbance	$500.00
Each additional 1,000 square feet of ground disturbance	$100.00
Special Transport Permit (Oversize/Overweight)	
Single Trip Permit	$30.00 - $125.00 plus $10 per axle for overweight
Annual Permit	$250.00 - $650.00
Revocable Right-of-Way Permit	$100.00
Surface Alteration Permit (Financial Security is required/calculated per project)	$ 50.00 or 5% of financial security
Underground Utility Construction Permit (Road Cut) (Financial Security is required/calculated by road type)	$ 50.00
Vacation of a Street or Alley	
Administrative Cost	$500.00
Advertising of Legal Notice	Actual cost of advertising
Certified/RRR Mailing (if done by County)	Actual cost of mailing
Waiver of Standards (Decision by BOCC)	
Administrative Cost	$500.00
Advertising of Legal Notice	Actual cost of advertising
Waiver of Standards (Decision by Public Works Director)	
Administrative Cost	$100.00 - if a site visit is required

FIGURE 4-1

FIGURE 4-2

FIGURE 4-3

FIGURE 4-4

TABLE 3-1

SUMMARY OF ROAD WAY DESIGN ELEMENTS

FUNCTIONAL CLASSIFICATION	AVERAGE DAILY TRAFFIC	MINIMUM RIGHT OF WAY WIDTH	RIGHT OF WAY WIDTH SNOW	# OF LANES	LANE WIDTH	SHOULDER WIDTH EACH SIDE	CURB & GUTTER PED. PATH
Major Arterial (Paved)	3000+	100'	100'	2-3	12'	4'	2'/5' (Optional)
Suburban Com/Ind Collector (Paved or Gravel)	0-500	60'	80'	2	12'	4'	2'/0' (Optional)
Suburban Lane (Paved or Gravel)	13-500	60'	80'	2	12'	4'	
Rural Arterial (Paved)	1000-2999	80'	100'	2	12'	4'	2'/0' (Optional)
Rural Collector (Paved)	500-999	60'	80'	2	12'	3'	
Rural Local (Gravel/Paved)	200-499	60'	80'	2	12'	3'	
Rural Lane (Gravel)	91-199	60'	80'	2	11'	2'	
Local Intermittent *(Native/Gravel)	13-90	60'	80'	1	16'	0'	
Primitive Recreation Road	N/A	20'	N/A	1	8-16'	0'	

* Single lane roads with turnouts used for low volume traffic. Turnouts shall be intervisable

Right-of-way width – Snow requirements based on snow load maps in Gunnison County Building Inspector's Office

TABLE 4-1

MINIMUM CURVE RADIUS FOR DESIGN SPEED ON LOCAL ROAD AND LANES
(without superelevation)

$e + f = \frac{0.0'67v'}{R}$

e – superelevation
f – side friction factor
V – design speed
R – curve radius

v	e	f	Radius
15	0	.19	80
20	0	.18	150
25	0	.17	250
30	0	.16	375

TABLE 4-2

MINIMUM CURVE RADIUS FOR SEDAIGN SPEED ON COLLECTORS,
MINOR ARTERIALS AND PRINCIPAL ARTERIALS

Design Speed v	e	Max f	Min R	e	Max f	Min R	e	Max f	Min R
40	.04	.15	561	.06	.15	508	.08	.15	464
50	.04	.14	926	.06	.14	833	.08	.14	758
60	.04	.13	1412	.06	.13	1263	.08	.13	1143

TABLE 4-3

MAXIMUM SUPERELEVATION RATES

Road Type	Rural	Urban
Principal Arterial	.08	.06
Minor Arterial	.08	.06
Collector	.06	.06
Residentail Sub Collector	.06	.04

TABLE 4-4

SIDE FRICTION FACTORS FOR DESIGN SPEED

v	f
15	.19
20	.18
25	.17
30	.16
40	.15
60	.13

TABLE 4-5

CUT AND FILL SLOPES

Height	Cut Slopes	Fill Slopes
0-5 feet	3:1	2:1
5-10 feet	2:1	1 1/2:1
10-15 feet	1 1/2:1	1 1/2:1
Above 15 feet	1:1	1 1/2:1

TABLE 4-6

SUMMARY OF DRIVEWAY DESIGN ELEMENTS

TYPE OF ACCESS (driveway)	# OF LANES	LANE WIDTH
1. **Residential**	1	16 feet
2. **Agricultural**	1	16 feet
3. **Commercial**	2	11 feet
4. **Industrial**	2	11 feet

TABLE 4-7

INTERSECTION SIGHT DISTANCE

*Vehicle expected to enter or cross highway	Sight Distance is given in feet per 10 mph of posted speed limit	
	2 Lane	4 Lane
Passenger Car	100	120
Single Unit Truck	130	150
Multi-Unit Trucks	170	200

TABLE 4-8

PAVEMENT DESIGN REGIONAL FACTOR

Annual Precipitation	
Over 34”	1.00
24” – 34”	0.50
18” – 23”	0.00
14” – 17”	-0.25
Less than 14”	-0.50
Elevation	
Over 9500	1.50
8500 – 9500	1.00
7500 – 8500	0.50
Less than 6500	0.25
Drainage	
*Very Poor	1.00
Poor	0.50
Fair	0.25
Good	-0.25
* High groundwater table	
Frost	
**Frost boils in area	3.00
**Frost susceptible soil, frost penetration over 28”	1.00
Frost susceptible soil, frost Penetration under 28”	0.25
** Moisture available when subject to frost action	

The Minimum Regional Factor shall be 2.00.

Other conditions that may influence the choice of regional factors are:

(1) Elevation of the grade line, especially in swampy areas where the roadbed soils may be saturated for long time periods.

(2) Number of freezing and thawing cycles during winter and early spring.

(3) Steep grades with large volume of heavy trucks.

(4) Areas of concentrated turning and stopping movements, such as bus stops, etc.

TABLE 4-9

PAVEMENT DESIGN STRENGTH COEFFICIENTS

Component	Limiting Test Criteria	Coefficient
Plant Mix Seal		0.25
Hot Bituminous Pavement	$R_t \geqq 95$	0.44
" " "	R_t = 90-94	0.40
" " "	R_t = 87-89	0.35
" " "	R_t = 84-86	0.30
" " "	$R_t \leqq 83$	0.25
Road Mix Bituminous Pavement		0.20
Existing Bituminous Pavement		0.20 to 0.44
Plant Mix Bituminous Base	$R_t \geqq 90$	0.34
" " "	R_t = 85-89	0.30
" " "	R_t = 80-84	0.25
" " "	$R_t \leqq 79$	0.22
Aggregate Base Course [A.B.C.]	"R" $\geqq 84$	0.14
" " "	"R" = 78-83	0.12
" " "	"R" = 70-77	0.11
" " "	"R" $\leqq 69$	0.10
Emulsified Asphalt Treated A.B.C.	$R_t \geqq 95$	0.23
" " "	R_t = 90-94	0.20
" " "	R_t = 84-89	0.15
" " "	$R_t \leqq 83$	0.12
Cement Treated A.B.C.	7-day test $\geqq$ 650 psi	0.23
" " "	7-day test = 400-649 psi	0.20
" " "	7-day test $\leqq$ 399 psi	0.15
Hydrated Lime Treated A.B.C.	"R" = 84	0.14
" " " "	"R" = 78-83	0.12
Borrow Material		0.10 *

* Used only to determine a value of strength for layers of soil and/or borrow material which are located above the soil layer from which the soil support value of the subgrade is determined.

NOTE: The minimum strength coefficient for the Base Course on highways having a current ADT volume of 750 or greater shall be 0.12.

TABLE 4-10

PERMISSIBLE VELOCITIES FOR ROADSIDE DRAINAGE DITCHES

Roadside channels with erodible linings (earth; no vegetation):		**Minor and Major Design Storm**	
Soil Type or Lining		Permissible velocity (fps)	
Fine sand (noncolliodal)		2.5	
Sandy loam (noncolloidal)		2.5	
Silt loam (noncolloidal)		3.0	
Ordinary firm loam		3.5	
Fine gravel		5.0	
Stiff clay (very colloidal)		5.0	
Graded, loam to cobbles (noncolloidal)		5.0	
Graded, silt to cobbles (noncolloidal)		5.5	
Alluvial silts (noncolloidal)		3.5	
Alluvial silts (colloidal)		5.0	
Coarse gravel (noncolloidal)		6.0	
Cobbles and shingles		5.5	
Shales and hard pans		6.0	
Roadside channels, lines with various grass covers (uniform stand; well maintained)			
Cover	Slope range (%)	Soils that are Erosion resistant	Easily eroded
Bermuda grass Crested wheatgrass Buffalo grass Kentucky bluegrass Smooth brome Blue grama	0-5 5-10 Over 10	6.0 5.0 4.0	5.0 4.0 3.0
Grass mixture	0-5 5-10	4.0 3.0	3.0 2.5
Lispedeza sericea Weeping lovegrass Yellow bluestem Alfalfa Crabgrass Common lespedeza Sudan grass	0-5	3.0	2.0

TABLE 5-1

MINIMUM REQUIREMENTS FOR COMPACTION OF EMBANKMENTS AND SUBGRADES

Density, Percent of AASHTO Standard T-99

Embankments

Class of Soil (ASSHTO M145)	Under 50 ft(a) High	50 ft & Over	Subgrade
A-1, A-3	95	95	100
A-2-4, A-2-5	95	95	100
A-2-6, A-2-7	95	(b)	95
A-4, A-5, A-6, A-7	95	(b)	95

(a) 1 ft = 0.3048 m.
(b) Use of these materials requires special attention to design and construction, and shall be specified by the design engineer and approved by the County Public Works Department.

MINIMUM REQUIREMENTS FOR COMPACTIONS OF UTILITY TRENCHES

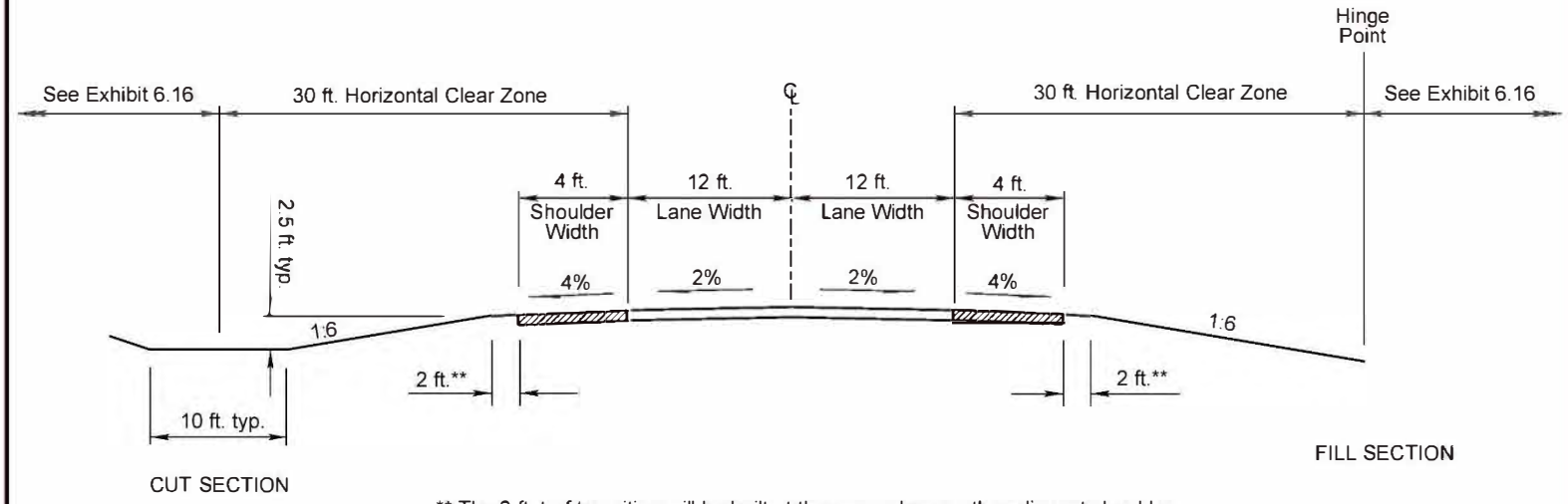
Material	Density Percent	AASHTO Std.
Bedding Material	90%	T-99
Backfill	95%	T-99

TABLE 5-2

REQUIRED QUALITY CONTROL TESTS

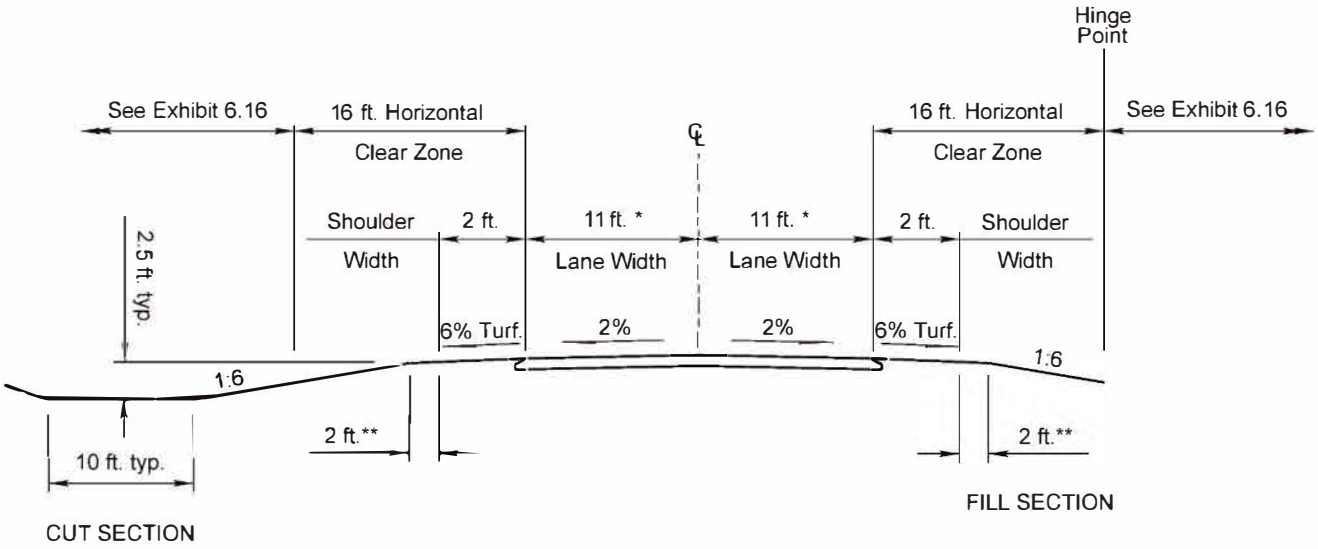
Item	Type of Test	Minimum Test Frequency
Subgrade and Embankment	Moisture-Density Curve	1 per soil type
Compaction	In-Place Density	1/3, 400 sq.ft./lift*
Aggregate Base Course or Subbase Course	Gradation	1/1,000 ton or fraction thereof on each class
	Moisture-Density Curve	1/source on each class
	In-Place Density	1/200 ton*
Hot Bituminous Pavement	Asphalt Content	1/500 tons or 2 per project whichever is the lesser
	Gradation	Aggregate-minimum of 2/source
Sidewalks and Curbing (Concrete)	Compressive Strength	1 set cylinders (4) per 1,000 sq. yds. Of sidewalks and/or 2,000 ln. ft. of curbing, minimum 1 set per project
	Slump & Air Content	1 per set of cylinders and as often as needed for quality control
Utility Trench Backfill	In-Place Density	1/400 ln. ft. of trench; or 1/branch of section if <400 ft. ½ ft. vertical lift of backfill material (First test ≤ 2 ft. above the pipe, last test at pavement subgrade or 6 in. below ground surface on unpaved areas)
Manholes/Structures Compaction	In-Place Density	1/structure per 2 ft. vertical lift

*** Failing areas are to be retested**
All testing shall be done in accordance with the most recent edition of AASHTO Test Standards.



** The 2 ft. turf transition will be built at the same slope as the adjacent shoulder.

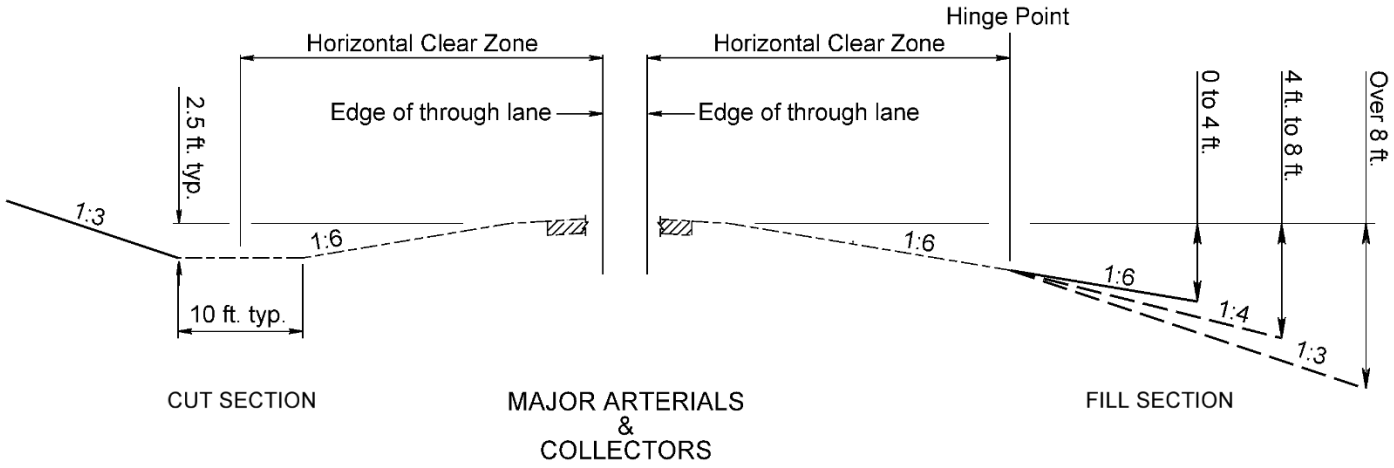
TYPICAL CROSS-SECTION
MAJOR ARTERIAL



Note: Existing shoulder surfacing allowed to remain if greater than the 2 ft. minimum width.

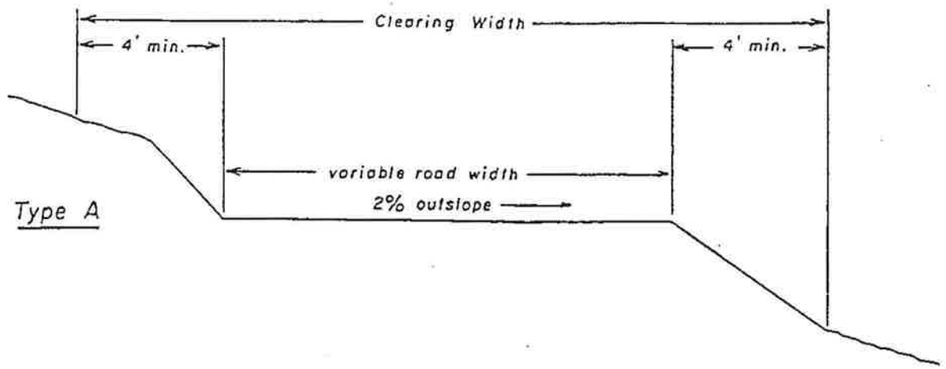
** The 2 ft. turf transition will be built at the slope of the adjacent shoulder.

TYPICAL CROSS-SECTION RURAL ARTERIAL ROADWAY

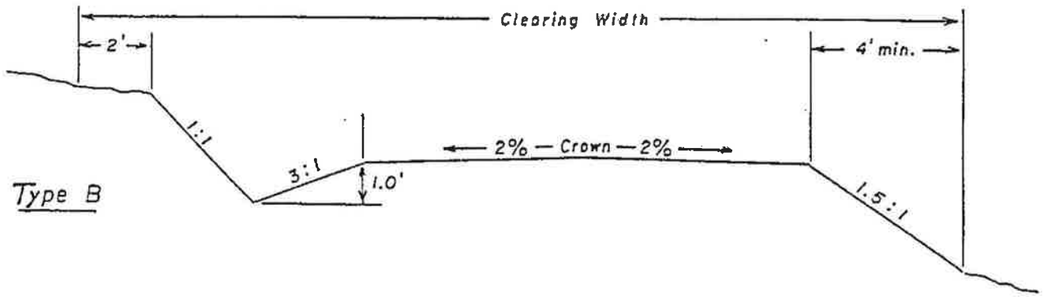


TYPICAL SIDE SLOPE GRADING
NEW AND RECONSTRUCTED PROJECTS

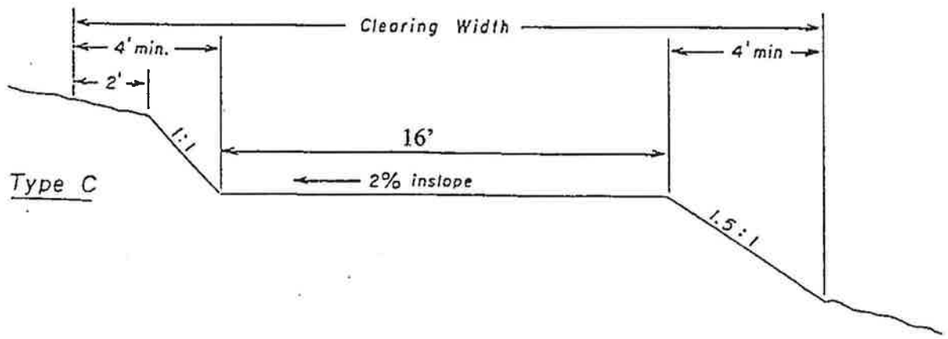
LOCAL INTERMITTENT SECTION



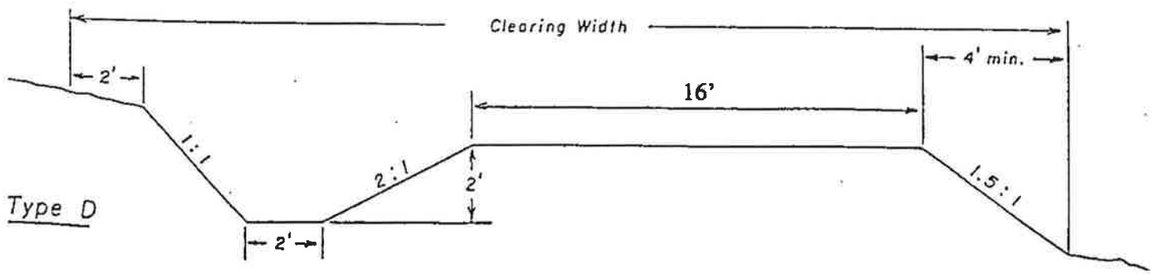
Type A



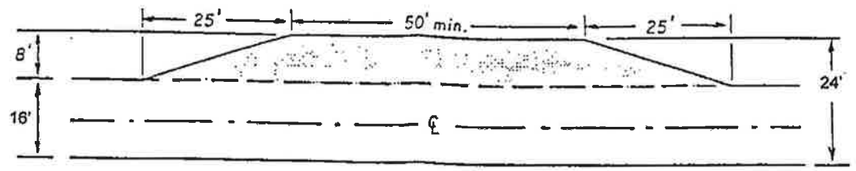
Type B



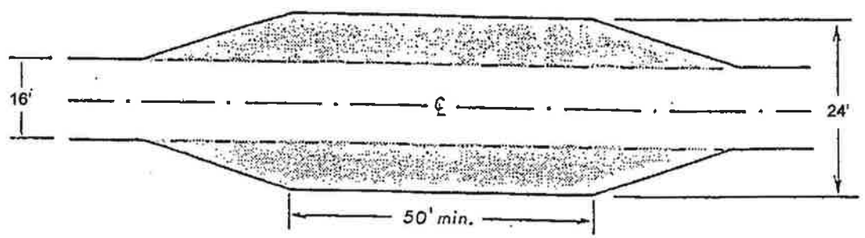
Type C



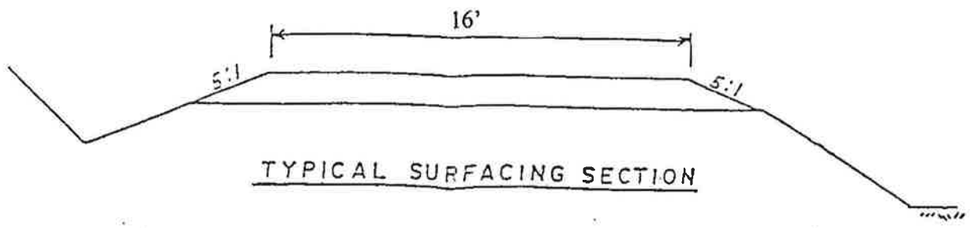
Type D



Typical Turnout



Typical Turnout



TYPICAL SURFACING SECTION

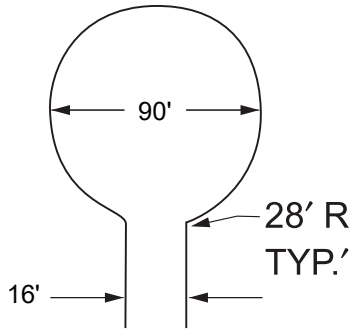
APPENDIX E

STANDARD TURNAROUND OPTIONS

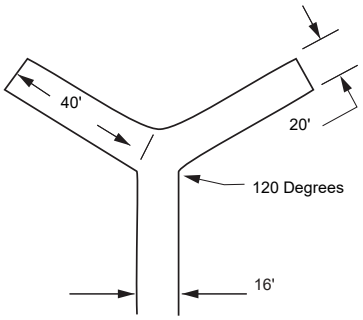
1. Road width may exceed the 16-foot minimum.
2. Road grade approaching the Turnaround shall not exceed 4% for 50 feet.
3. Grades in Turnarounds shall not exceed + or - 4%.
4. A minimum of 2% crown shall be constructed into the Turnaround to provide drainage.
5. T - Turnarounds shall be a minimum of 20 feet from any flammable structures.

REQUIREMENTS FOR ACCESS ROADS

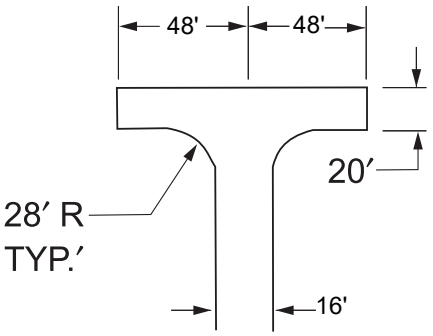
LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	16	None required
151-500	16	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	16	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1



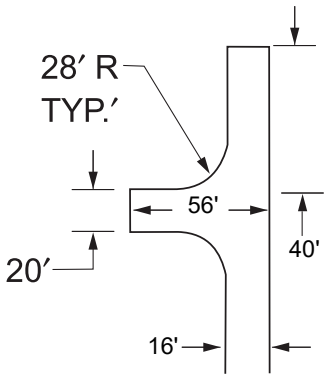
Cul-De-Sac



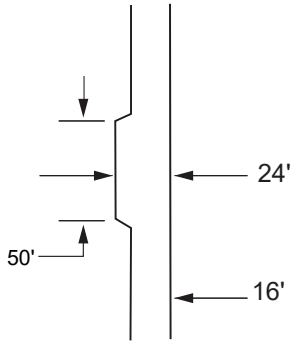
Y - Turnaround



T- Turnaround



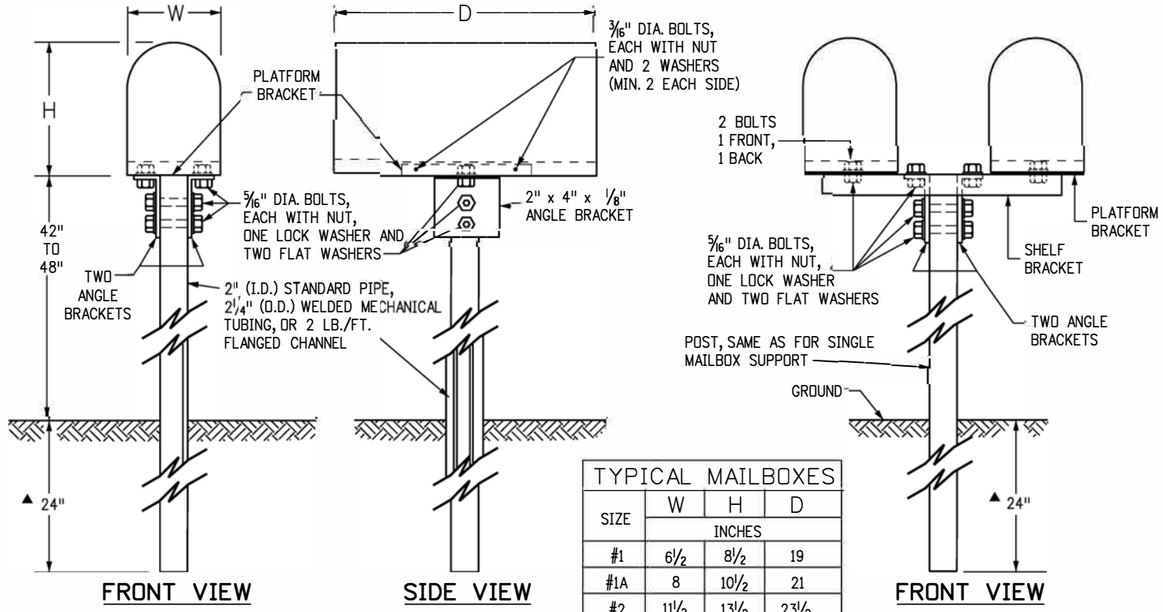
T - Turnaround Alternative



INTERVISIBLE PULLOUT

When driveways are in excess of 150 feet, the driveway shall be installed so as to provide serviceable fire department access prior to and during construction.

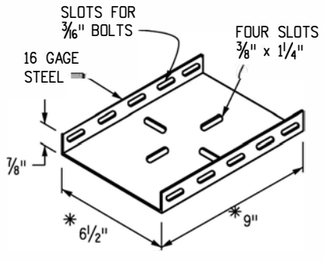
Drawings not to scale.



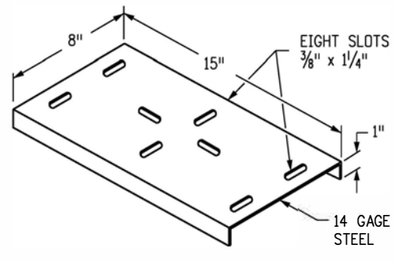
TYPICAL MAILBOXES			
SIZE	W	H	D
	INCHES		
#1	6½	8½	19
#1A	8	10½	21
#2	11½	13½	23½

▲ 30 IN. WITH POST MOUNTING SOCKET MAY BE USED, SEE DETAIL ON SHEET 2 OF 2.

SINGLE (TYPE 1) AND DOUBLE (TYPE 2) MAILBOX SUPPORTS



PLATFORM BRACKET



SHELF BRACKET

GENERAL NOTES

A SINGLE MAILBOX SHALL BE RESET AT THE FINAL DESIGNATED LOCATION ON A NEW TYPE 1 SUPPORT. TWO MAILBOXES RESET AT THE SAME LOCATION SHALL BE RESET ON ONE DOUBLE (TYPE 2) SUPPORT OR ON TWO SINGLE (TYPE 1) SUPPORTS AS DESIGNATED. THREE, FOUR, OR FIVE MAILBOXES SHALL BE RESET ON A MULTIPLE (TYPE 3) SUPPORT. AN EXISTING MAILBOX THAT IS MOUNTED ON A CANTILEVER SUPPORT SHALL BE RESET ON A CANTILEVER (TYPE 4) SUPPORT. ALL WORK AND MATERIALS SHALL BE INCLUDED IN THE UNIT BID PRICE FOR "RESET MAILBOX STRUCTURE (TYPE _)".

3. WHEN THE ENGINEER DETERMINES THAT THE EXISTING MAILBOX CAN NOT BE REUSED, A NEW METAL MAILBOX OF SIMILAR SIZE SHALL BE SUPPLIED AND ERECTED BY THE CONTRACTOR. A NEW PLASTIC MAILBOX CONFORMING TO POSTAL SERVICE SPECIFICATIONS MAY BE USED AS AN ALTERNATIVE WHEN APPROVED BY THE ENGINEER. AN EXISTING MAILBOX LARGER THAN A SIZE NO. 2 SHALL BE REPLACED WITH A NEW SIZE NO. 2 MAILBOX. THE COST OF SUPPLYING THE NEW MAILBOX WILL BE PAID FOR IN ACCORDANCE WITH SUBSECTION 109.04(b). EXCEPTION: A CUSTOM BUILT, RURAL-TYPE MAILBOX MAY BE RESET IF THE MAILBOX OWNER OBTAINS PRIOR WRITTEN APPROVAL FROM THE POSTMASTER.

4. THE ADDRESS INFORMATION THAT APPEARED ON THE ORIGINAL MAILBOX SHALL BE PLACED ON THE APPROACH SIDE OF THE REPLACEMENT MAILBOX. SIZE AND STYLE OF LETTERING AND MATERIALS ARE SUBJECT TO THE ENGINEER'S APPROVAL.

6. POSTS, BRACKETS, AND ALL MOUNTING HARDWARE SHALL BE GALVANIZED IN CONFORMANCE WITH AASHTO M 232 AND M 111, EXCEPT THE WELDED MECHANICAL TUBING COATING SHALL BE G-90 OR EQUIVALENT CONFORMING TO ASTM A 525. A 2 IN. OUTSIDE DIAMETER, 14 GAGE WELDED MECHANICAL TUBING SHALL CONFORM TO THE REQUIREMENTS OF ASTM A 513.

EXACT DIMENSIONS OF ANGLES, PLATFORM AND SHELF BRACKETS,

6. BOLT HOLES, SLOTS AND MULTIPLE MAILBOX SUPPORT COMPONENTS MAY VARY FROM THOSE SHOWN OR IMPLIED HEREIN SO THAT ALL COMPONENTS WILL FIT TOGETHER PROPERLY.

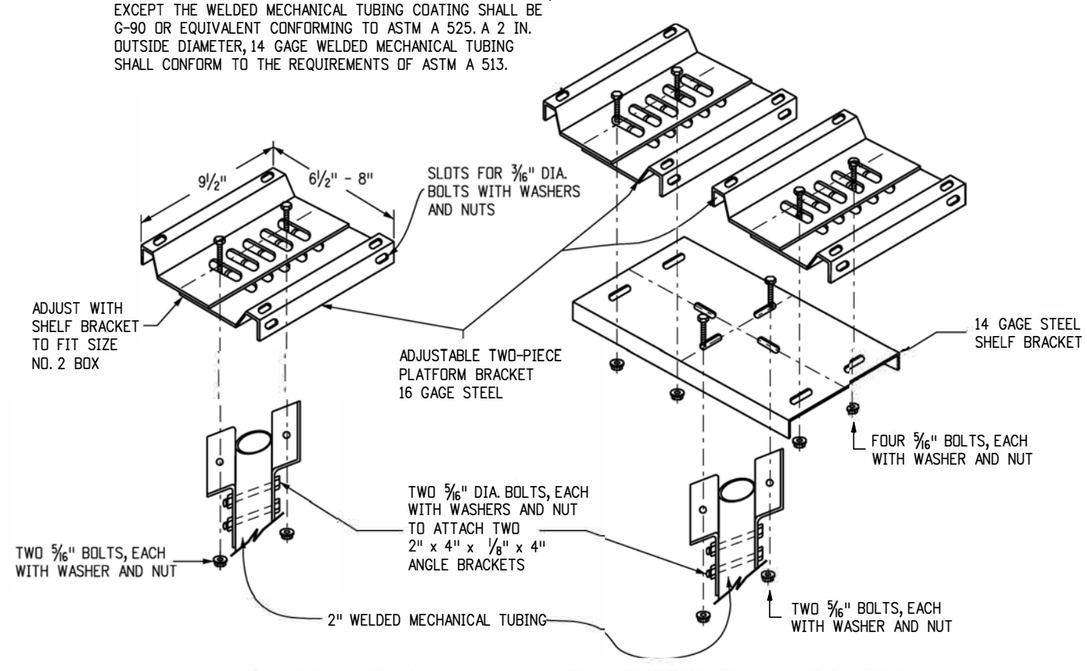
PLASTIC NEWSPAPER RECEPTACLES MAY BE MOUNTED BELOW

7. THE MAILBOX ON THE SUPPORT. PLASTIC NEWSPAPERECEPTACLES SHALL BE MOUNTED IN THEIR INTENDED ORIENTATION USING A GALVANIZED U-BOLT AND HARDWARE OR OTHER MOUNTING SYSTEM APPROVED BY THE ENGINEER. ASSOCIATED COSTS WILL NOT BE PAID FOR SEPARATELY BUT WILL BE INCLUDED IN THE WORK.

8. ON ROADS WITH CURB AND GUTTER, THE MAILBOX SUPPORT SHALL BE LOCATED IN THE GROUND SO THE FRONT OF THE MAILBOX SHALL BE 8 IN. TO 12 IN. BACK FROM THE CURB FACE. THE HEIGHT SHALL BE 42 IN. TO 48 IN. MEASURED FROM THE GUTTER FLOW LINE TO THE BOTTOM OF THE MAILBOX.

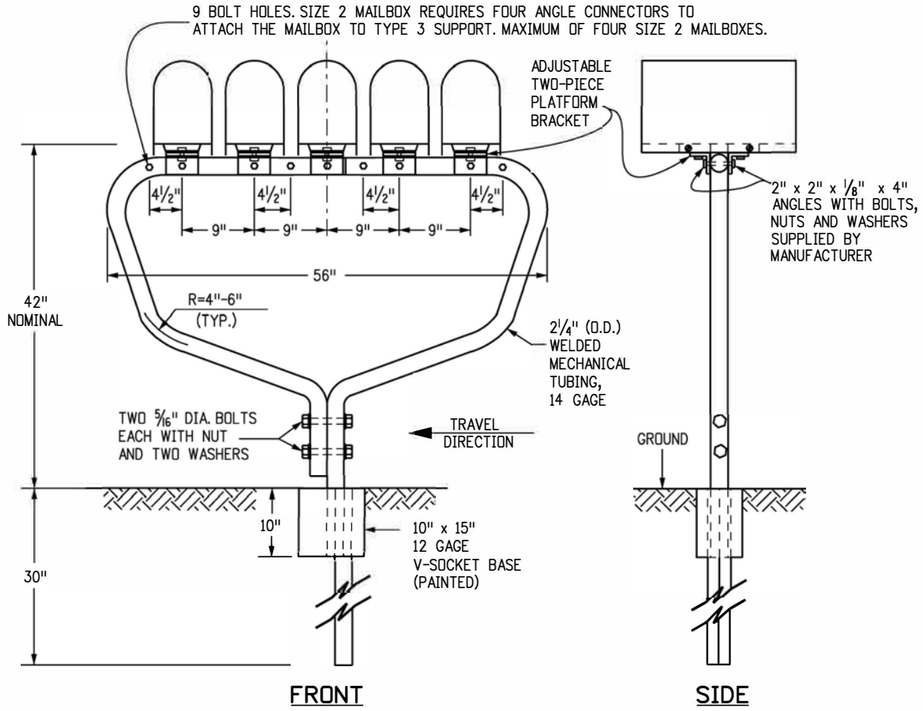
9. ON ROADS WITH SIDEWALK ATTACHED TO CURB AND GUTTER, THE MAILBOX SUPPORT SHALL BE LOCATED IN THE GROUND BEHIND THE SIDEWALK. THE FRONT OF THE MAILBOX SHALL BE IN LINE WITH OR SLIGHTLY BEHIND THE EDGE OF THE SIDEWALK. THE MOUNTING HEIGHT SHALL BE 42 IN. TO 48 IN. ABOVE THE SIDEWALK.

10. THE GROUND SURROUNDING THE MAILBOX SUPPORTS SHALL BE FIRM, UNDISTURBED GROUND, OR WELL COMPACTED REGRADED SOIL. THE SUPPORTS ARE NORMALLY DRIVEN, BUT THEY MAY BE PLACED IN A DUG HOLE WITH WELL COMPACTED BACKFILL.



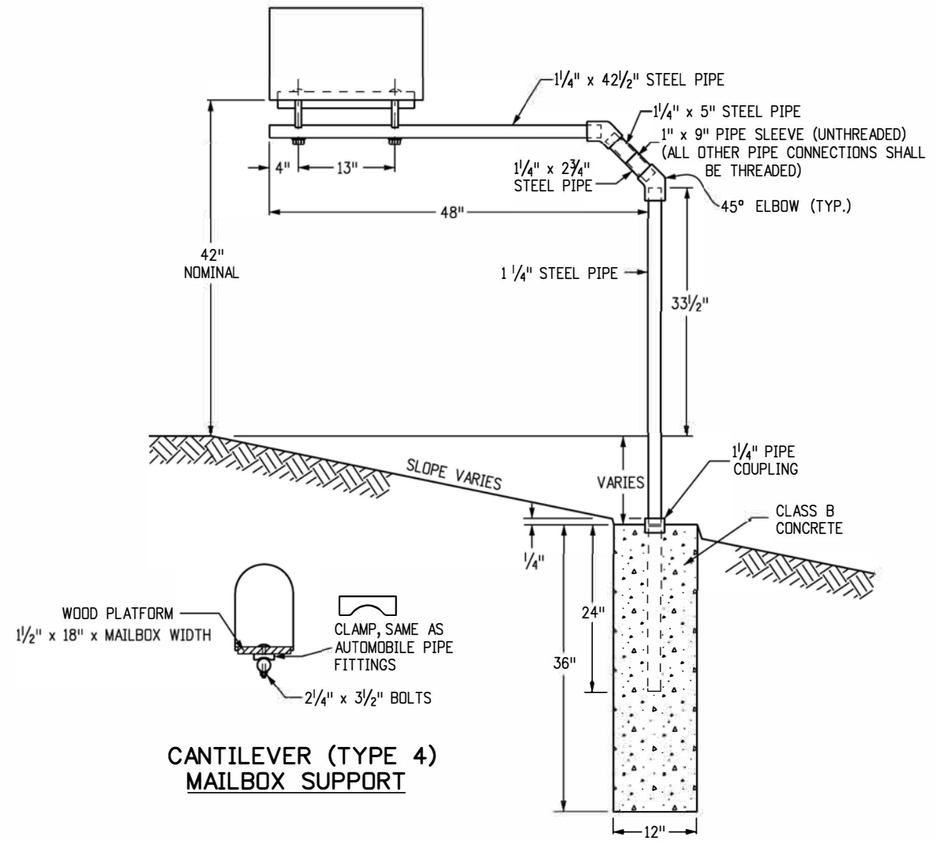
SINGLE AND DOUBLE MAILBOX SUPPORTS ALTERNATIVE

MAILBOX SUPPORTS

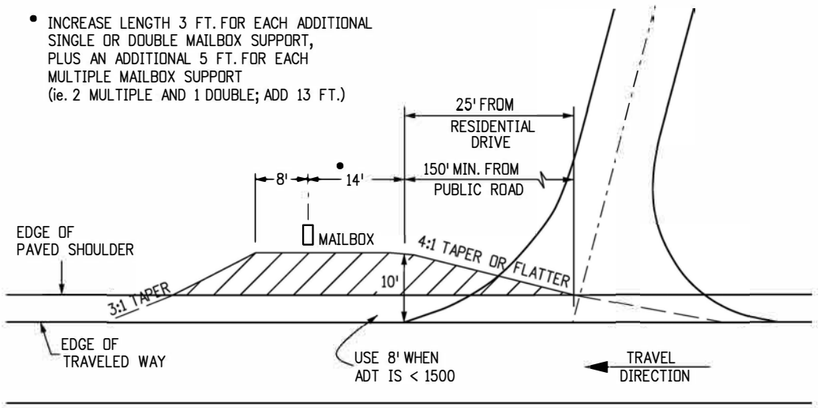


MULTIPLE (TYPE 3) MAILBOX SUPPORT
FOR 3, 4, OR 5 MAILBOXES OR APPROVED EQUAL

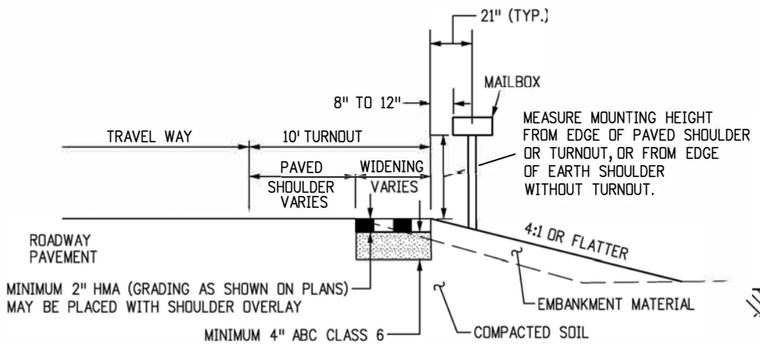
FIVE SIZE 1 MAILBOXES SHOWN



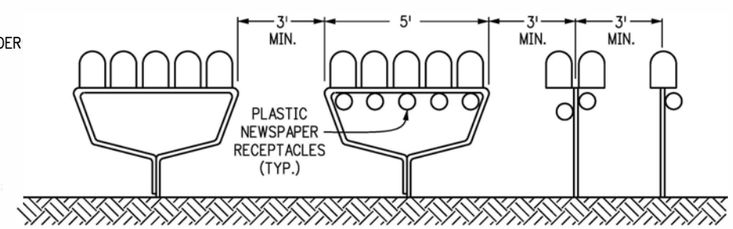
CANTILEVER (TYPE 4) MAILBOX SUPPORT



MAILBOX TURNOUT



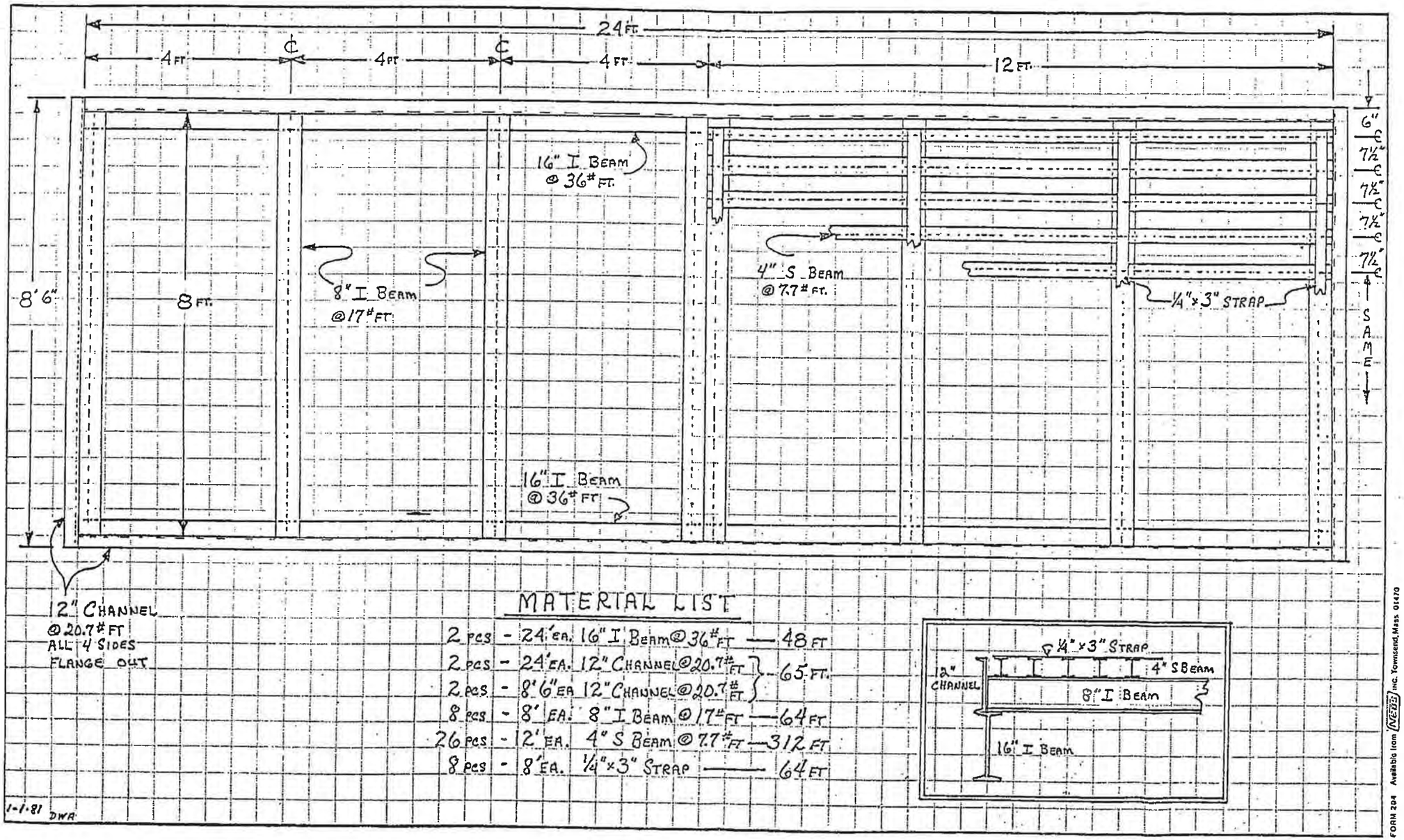
TURNOUT TYPICAL SECTION

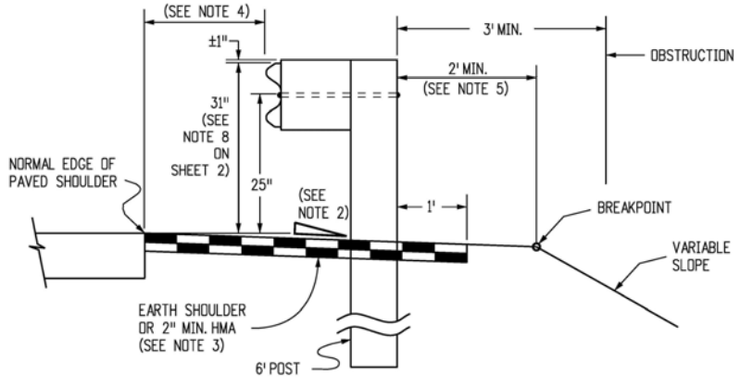


SUPPORT SPACING

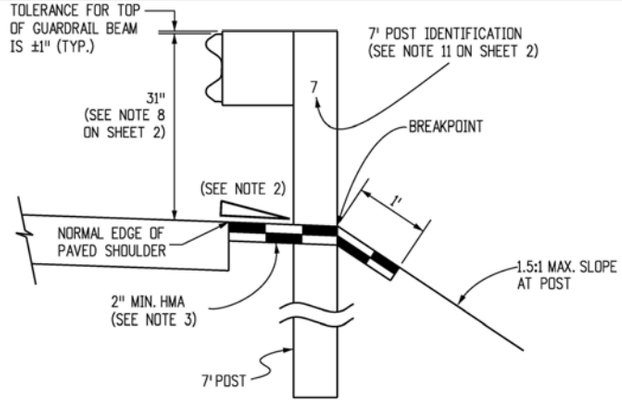
NOTE: SEE SHEET 1, GENERAL NOTE 7, FOR MOUNTING PLASTIC NEWSPAPER RECEPTACLES.

MAILBOX SUPPORTS

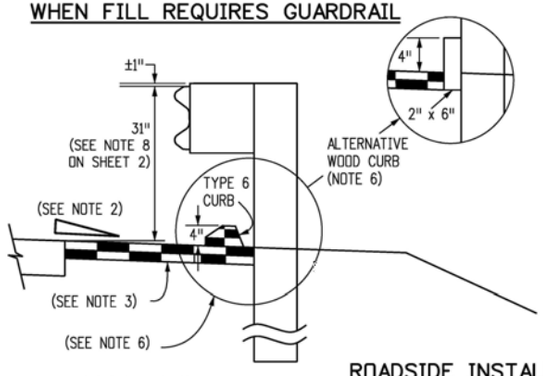

24 FT.
4 FT
4 FT
4 FT
12 FT.
℄
℄
8'6"
8 FT.
16" I BEAM @ 36# FT.
8" I BEAM @ 17# FT.
4" S BEAM @ 7.7# FT.
1/4" x 3" STRAP
6" ℄
7½" ℄
7½" ℄
7½" ℄
7½" ℄
SAME
16" I BEAM @ 36# FT
12" CHANNEL @ 20.7# FT ALL 4 SIDES FLANGE OUT
MATERIAL LIST
2 pcs - 24' EA. 16" I BEAM @ 36# FT — 48 FT
2 pcs - 24' EA. 12" CHANNEL @ 20.7# FT } 65 FT.
2 pcs - 8'6" EA 12" CHANNEL @ 20.7# FT }
8 pcs - 8' EA. 8" I BEAM @ 17# FT — 64 FT
26 pcs - 12' EA. 4" S BEAM @ 7.7# FT — 312 FT
8 pcs - 8' EA. 1/4" x 3" STRAP — 64 FT
1/4" x 3" STRAP
4" S BEAM
12" CHANNEL
8" I BEAM
16" I BEAM
1-1-81 DWA
FORM 204 Available from NEBS, Inc. Townsend, Mass. 01470



NORMAL ROADSIDE INSTALLATION
WHEN FILL REQUIRES GUARDRAIL

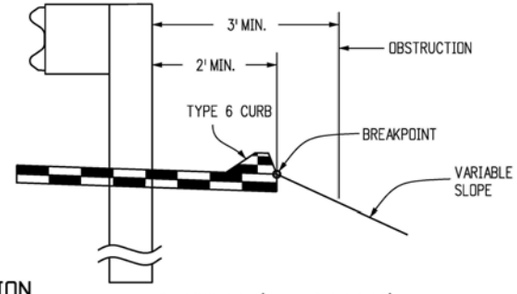


RESTRICTIVE ROADSIDE INSTALLATION
WITH 7 FOOT GUARDRAIL POSTS
(SEE NOTE 5)

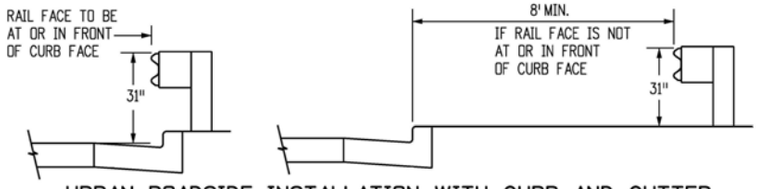


OPTION A

ROADSIDE INSTALLATION
WITH EROSION CONTROL CURB



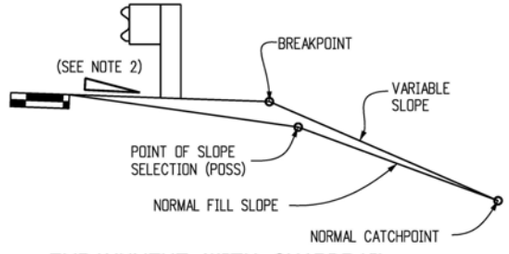
OPTION B (PREFERRED)



URBAN ROADSIDE INSTALLATION WITH CURB AND GUTTER

LOCATION	SPACING
ALL LOCATIONS EXCEPT BRIDGE RAIL LOCATIONS	6'-3"
BRIDGE OR STRUCTURE APPROACH	SEE SHEETS 11 & 19

NORMAL CENTER-TO-CENTER POST SPACING



EMBANKMENT WITH GUARDRAIL

(NOTE: THE CATCHPOINT REMAINS THE SAME AS THAT FOR "NORMAL" FILL SLOPE. FOR THE WIDER "Z" DISTANCES, THE VARIABLE SLOPE MAY "CATCH" AT THE POSS.)

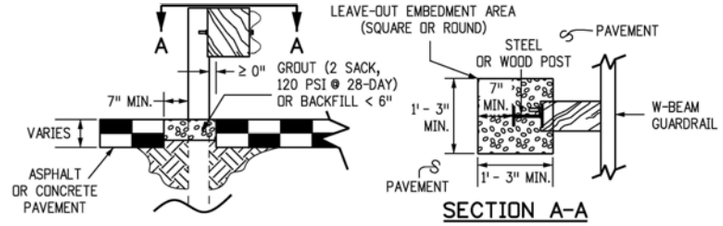
GENERAL NOTES (CONTINUE ON SHEET 2)

1. ALL GUARDRAILS SHOWN ARE MASH 2016 TL-3 COMPLIANT.
2. RATE OF SLOPE DEPENDS ON GUARDRAIL LOCATION:
   A. FOR GUARDRAIL FACE 2 FT. OR LESS FROM THE NORMAL EDGE OF PAVED SHOULDER, CONTINUE THE RATE OF SLOPE OF THE NORMAL PAVED SHOULDER TO THE BREAKPOINT.
   B. FOR GUARDRAIL FACE MORE THAN 2 FT. FROM THE NORMAL EDGE OF THE PAVED SHOULDER, THE SLOPE SHALL BE 10:1 OR FLATTER.
3. WHEN SPECIFIED ON THE PLANS, EXTEND A 2 IN. MINIMUM THICKNESS PAVED SURFACE TO 1 FT. BEHIND THE GUARDRAIL POSTS OR TO THE EROSION CONTROL CURB AS SHOWN ON PLANS. ASPHALT CUTTING & PATCHING OR OTHER APPROVED METHOD SHALL BE USED TO MINIMIZE DAMAGE TO ALL PAVED SURFACES UNDER GUARDRAIL INSTALLATIONS. ALL REPAIRS TO THE PAVED AREA WILL NOT BE MEASURED AND PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE WORK. A MINIMUM 3 IN. THICK FIBER REINFORCED CONCRETE PAVEMENT MAY ALSO BE USED FOR PAVING BENEATH THE GUARDRAIL. INSTALL THE POST IN A 1/2 IN. OVERSIZED FORMED HOLE FOR GUARDRAIL RUNS AND TERMINALS AS DIRECTED. PAYMENT FOR THIS PAVED SURFACE WILL BE MADE UNDER A PAVEMENT OR CONCRETE PAY ITEM WITH QUANTITIES SHOWN ON THE PLANS.
4. THE MINIMUM GUARDRAIL OFFSET FROM PAVED SHOULDER EDGE SHALL BE:
   0 FT. FOR SHOULDERS 8 FT. OR WIDER
   2 FT. FOR SHOULDERS 6 FT. OR LESS

   THE GUARDRAIL OFFSET FROM PAVED INSIDE SHOULDER EDGE OF A DIVIDED HIGHWAY SHALL BE;
   0 FT. MINIMUM FOR SHOULDERS 6 FT. OR WIDER
   2 FT. DESIRABLE FOR 4 FT. SHOULDERS

   THE ABOVE 2 FT. GUARDRAIL TO SHOULDER OFFSET IS DESIRABLE BUT NOT REQUIRED FOR:
   A. FOR AN EXISTING HIGHWAY WITH A DESIGN SPEED LESS THAN 50 MPH, THE MINIMUM OFFSET IS 4 FT. FROM THE TRAVELED WAY.
   B. FOR A ONE-WAY ONE-LANE RAMP, AND WHERE ONE OR MORE OF THE FOLLOWING ARE TRUE:
      (1) THE NON-OFFSET GUARDRAIL BEGINS AT LEAST 100 FT. BEYOND RAMP NOSE.
      (2) THE NON-OFFSET GUARDRAIL IS NOT LOCATED ON THE RAMP EXIT OR ENTRANCE CURVE CONNECTION TO THE MAJOR HIGHWAY.
      (3) THE RAMP SHOULDERS ARE 4 FT. OR WIDER.

   USE OF GREATER THAN MINIMUM OFFSET DIMENSIONS IS ENCOURAGED TO MEET THE DESIRABLE GOAL OF PLACING THE GUARDRAIL AS FAR AS POSSIBLE FROM THE TRAVEL WAY, EVEN FOR SHORT DISTANCES, WHILE PROVIDING A SMOOTH CHANGE IN GUARDRAIL ALIGNMENT.
5. IF 2 FT. CANNOT BE PROVIDED BETWEEN THE BACK OF THE GUARDRAIL POST AND THE BREAKPOINT, USE 7 FT. GUARDRAIL POSTS. REFER TO THE "RESTRICTIVE ROADSIDE INSTALLATION" DETAIL.
6. WHEN SPECIFIED ON THE PLANS, INSTALL 4 IN. HIGH TYPE 6 CURB WITH ITS FACE AT OR BEHIND THE RAIL FACE. AS AN ALTERNATIVE WHEN SPECIFIED ON THE PLANS, INSTALL A 2 IN. x 6 IN. TREATED (AASHTO M 133) WOOD CURB. FASTEN WITH A 4 IN. LAG BOLT AND WASHER AT EACH WOOD POST, OR WITH A 1#4 IN. DIA. BOLT WITH WASHER AND NUT AT EACH STEEL POST. IF THE 2 IN. x 6 IN. WOOD CURB IS SPECIFIED, IT WILL BE INCLUDED IN THE COST OF THE GUARDRAIL. IF APPROVED BY THE ENGINEER, A 2 IN. x 4 IN. TREATED WOOD CURB MAY BE SUBSTITUTED FOR THE 2 IN. x 6 IN. CURB AND SET ON TOP OF PAVEMENT SURFACE AND ATTACHED AS DESCRIBED ABOVE. NO SPLICING SHALL BE ALLOWED IN WOOD CURBS. ADJACENT BOARDS SHALL BE BUTTED TOGETHER AND BOLTED AT A POST LOCATION. JOINTS SHALL BE LOCATED AT THE POSTS.



SECTION A-A

LEAVE-OUT AREA FOR GUARDRAIL POSTS LOCATED IN PAVEMENT

NOTE: LEAVE-OUT AREAS SHALL BE PROVIDED FOR ALL GUARDRAIL POSTS LOCATED IN PAVEMENT TO ALLOW THE POSTS TO ROTATE IN THEIR EMBEDMENT SUCH THAT VEHICLE IMPACT LOADS ARE DISTRIBUTED THROUGH THE POST INTO THE EMBEDMENT MATERIAL PRIOR TO THE POSTS BREAKING PREMATURELY.

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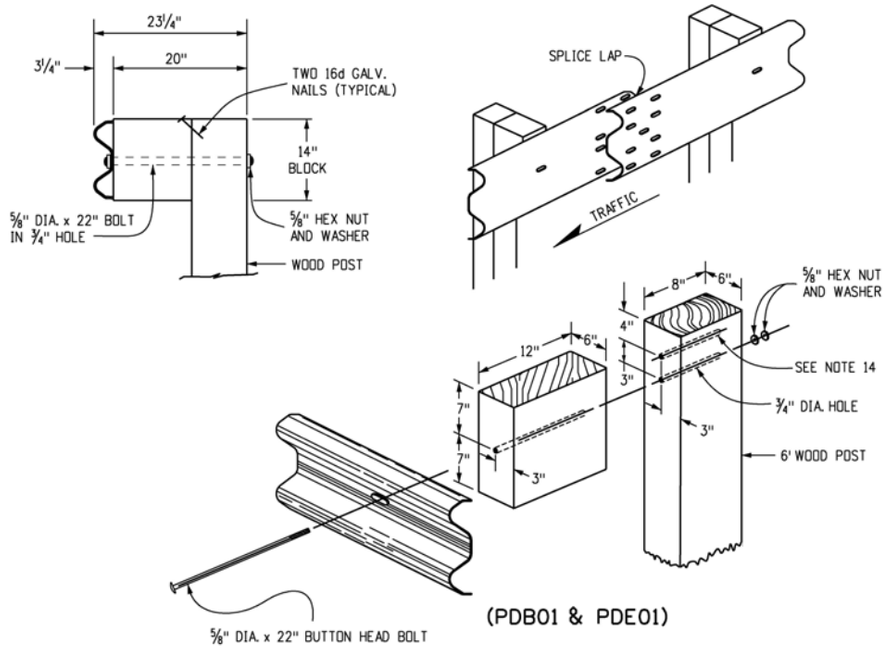
MIDWEST
GUARDRAIL SYSTEM (MGS)
TYPE 3 W-BEAM 31 INCHES

Issued by the Project Development Branch: July 31, 2019

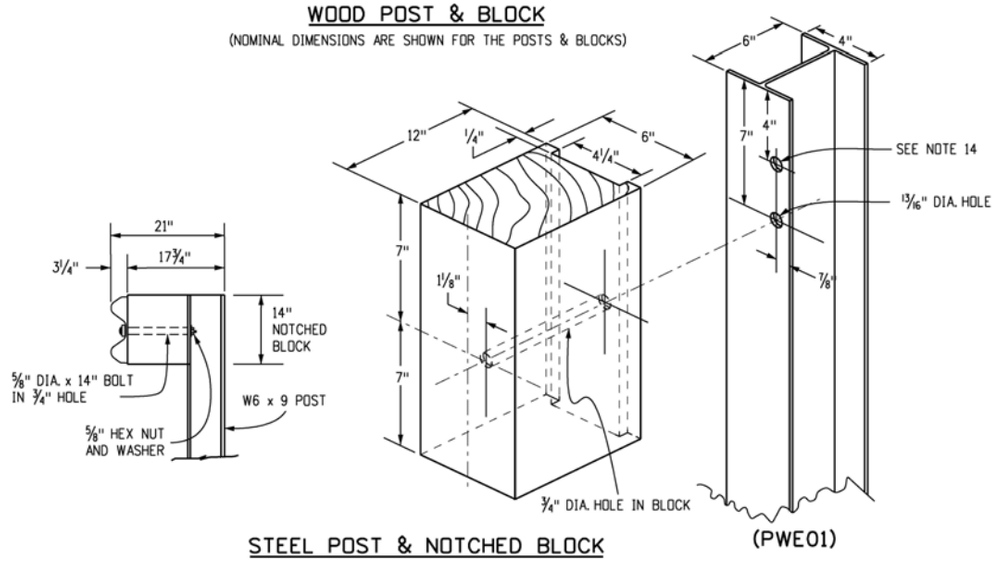
STANDARD PLAN NO.
M-606-1
Standard Sheet No. 1 of 19
Project Sheet Number:



(PDB01 & PDE01)

WOOD POST & BLOCK

(NOMINAL DIMENSIONS ARE SHOWN FOR THE POSTS & BLOCKS)



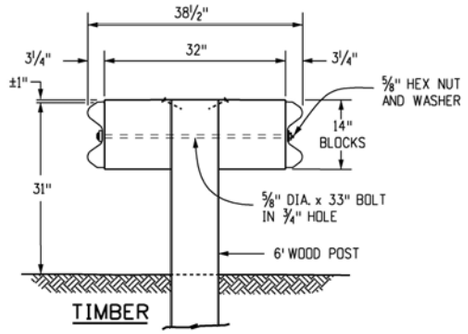
(PWE01)

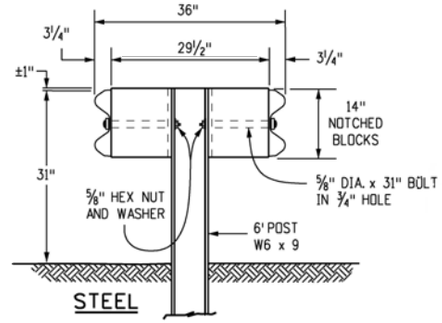
STEEL POST & NOTCHED BLOCK

(NOMINAL DIMENSIONS ARE SHOWN FOR THE POSTS & BLOCKS)

GENERAL NOTES (CONTINUED FROM SHEET 1)

7. SEE SHEETS 7 AND 9 FOR CURB TREATMENTS AT GUARDRAIL TERMINALS.
8. IF THIS DIMENSION WILL BE LESS THAN 28 INCHES, RESET GUARDRAIL HEIGHT TO 28 INCHES OR ABOVE.
9. ALL W-BEAM SPLICES, AND SPLICES OF TERMINAL CONNECTORS TO W-BEAM SHALL BE LAPPED IN THE DIRECTION OF TRAFFIC UNLESS OTHERWISE NOTED IN THE PLANS OR BY THE MANUFACTURER.
10. MATERIAL TYPE AND SHAPE OF POSTS AND BLOCKS SHALL BE THE SAME THROUGHOUT THE PROJECT EXCEPT WHEN SPECIFIC POSTS AND BLOCKS ARE SPECIFIED, i.e. AT END ANCHORAGES AND BOX CULVERTS.
11. WHEN SPECIFIED IN THE CONTRACT, 7 FT. POSTS SHALL BE INSTALLED INSTEAD OF THE STANDARD 6 FT. POSTS. THE 7 FT. POSTS SHALL BE MARKED WITH THE NUMBER 7 TO ENSURE PERMANENT INDENTIFICATION. STEEL POSTS SHALL BE STAMPED PRIOR TO GALVANIZING. THE NUMBER 7 SHALL BE A MINIMUM 2 IN. TALL AND LOCATED AS SHOWN ON THE ELEVATION VIEW ON SHEET 1.
12. THE STANDARD 3 IN. X 1¾ IN. X 5/16 IN. RECTANGULAR WASHER USED UNDER POST BOLT HEADS IN THE PAST MAY REMAIN IN EXISTING INSTALLATIONS BUT SHALL NOT BE USED IN NEW CONSTRUCTION, REPAIRS, OR RESETTING OF RAIL, EXCEPT WHEN SPECIFICALLY IDENTIFIED ON THE STANDARD PLAN.
13. STANDARD GALVANIZED ROUND STEEL WASHERS SHALL BE USED UNDER ALL NUTS IN CONTACT WITH WOOD POSTS.
14. AN ADDITIONAL HOLE SHALL BE PROVIDED IN THE POSTS TO FACILITATE FUTURE RAISING OF THE RAIL ELEMENTS AND BLOCKS FOR OVERLAYS. POSTS PROVIDED MAY ALSO HAVE ADDITIONAL HOLES (UP TO 4 PER FLANGE) FOR MEDIAN GUARDRAIL APPLICATION.
15. RETROREFLECTOR TABS SHALL BE INSTALLED AT 25 FT. INTERVALS (SEE SHEETS 6 AND 8 FOR EXCEPTIONS). RETROREFLECTOR TABS WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK. THE TABS SHALL BE INSTALLED ON SPLICE BOLTS, NOT ON POST BOLTS AND SHALL BE MOUNTED SO THE BOLT SLOT FACES AWAY FROM TRAFFIC, AND THE RETROREFLECTOR SURFACE FACES THE APPROACHING TRAFFIC FOR ONE-WAY ROADS. FOR TWO-WAY ROADS, BOTH SIDES OF THE TABS SHALL BE RETROREFLECTIVE, SO THAT DELINEATION IS PROVIDED FOR BOTH DIRECTIONS OF TRAVEL. THE RETROREFLECTIVE SHEETING COLOR SHALL MATCH THE COLOR OF THE ADJACENT TRAVEL WAY EDGE LINE. SEE THE RETROREFLECTOR TAB DETAIL ON SHEET 3.
16. AT THE TIME OF INSTALLATION, WOOD POSTS OR BLOCKS WITH SEASONING CHECKS GREATER THAN ¼ IN. SHALL NOT BE USED WHEN THE CHECK EXTENDS THE FULL LENGTH OF THE PIECE.
17. WOOD BLOCKS SHALL BE CUT FROM THE SAME CROSS-SECTION, SPECIES, AND GRADE, AND SHALL RECEIVE THE SAME PRESERVATIVE TREATMENT AS THE POSTS WHEN WOOD POSTS ARE USED.
18. REFERENCES SUCH AS "PDB01", "PDE01", AND "PWE01" IN THIS STANDARD PLAN SPECIFY HARDWARE DETAILS FROM "A GUIDE TO STANDARDIZED HIGHWAY BARRIER HARDWARE" PREPARED BY THE AASHTO-AGC-ARTBA JOINT COOPERATIVE COMMITTEE.
19. RAIL BLOCKS MANUFACTURED FROM SYNTHETIC MATERIAL WILL BE ACCEPTED AS ALTERNATIVES TO WOOD BLOCKS FOR USE WITH STEEL POSTS PROVIDED THAT THE BLOCKS HAVE RECEIVED FHWA APPROVAL.
20. WOOD POSTS SHALL BE MADE OF TIMBER WITH AN EXTREME FIBER STRESS IN BENDING OF 1200 PSI STRESS GRADING AND POST DIMENSIONS SHALL CONFORM WITH THE RULES OF THE WEST COAST INSPECTION BUREAU, OR THE SOUTHERN PINE BUREAU, OR THE WESTERN WOOD PRODUCTS ASSOCIATION. TIMBER FOR POSTS SHALL BE EITHER ROUGH SAWN (UNPLANED) OR S4S (SURFACED FOUR SIDES) WITH NOMINAL DIMENSIONS INDICATED. ONLY ONE TYPE OF SURFACE FINISH SHALL BE USED FOR POSTS AND BLOCKS IN ANY ONE CONTINUOUS LENGTH OF GUARDRAIL.
21. GLULAM POSTS AND BLOCKS WILL BE ACCEPTED AS ALTERNATIVES PROVIDED THAT THE SUPPLIED MATERIALS HAVE RECEIVED FHWA APPROVAL AND ARE CERTIFIED AS IDENTICAL TO THE SPECIMENS USED FOR TESTING AND APPROVAL.
22. PRESSURE TREATMENT OF POSTS AND BLOCKS SHALL CONFORM TO AASHTO M 133 EXCEPT THAT BLOCKS NEED NOT BE INCISED. PRESERVATION ASSAY RETENTION REPORTS SHALL BE SUBMITTED TO THE ENGINEER. THE CONTRACTOR SHALL CERTIFY THAT THE SPECIES AND GRADE MEET THE REQUIREMENTS OF THE CONTRACT.
23. W-BEAM AND THRIE-BEAM GUARDRAIL POSTS SHALL BE MANUFACTURED USING AASHTO M 270 (ASTM A 709) GRADE 36 STEEL UNLESS CORROSION RESISTANT STEEL IS REQUIRED, IN WHICH CASE THE POST SHALL BE MANUFACTURED FROM AASHTO M 270 (ASTM A 709) GRADE 50W STEEL. THE DIMENSIONS OF THE CROSS-SECTION SHALL CONFORM TO A W6 X 9 SECTION AS DEFINED IN AASHTO M 160 (ASTM A 6). W6 X 8.5 WIDE FLANGE STEEL POSTS ARE AN ACCEPTABLE ALTERNATIVE TO THE W6 X 9.
24. AFTER THE SECTION IS CUT AND ALL HOLES ARE DRILLED OR PUNCHED THE COMPONENT SHALL BE ZINC-COATED CONFORMING TO AASHTO M 111 (ASTM A 123) UNLESS CORROSION-RESISTANT STEEL IS USED. WHEN CORROSION-RESISTANT STEEL IS USED THE PORTION OF THE POST TO BE EMBEDDED IN SOIL SHALL BE ZINC-COATED CONFORMING TO AASHTO M 111 (ASTM A 123) AND THE PORTION ABOVE THE SOIL SHALL NOT BE ZINC-COATED, PAINTED OR OTHERWISE TREATED.
25. FIELD MODIFICATION TO RAIL ELEMENTS IS ALLOWED PER MANUFACTURER'S RECOMMENDATIONS, OR WITH THE APPROVAL OF THE STANDARDS AND SPECIFICATIONS UNIT. POSTS SHALL NOT BE MODIFIED. COMPONENTS ON WHICH THE SPELTER COATING HAS BEEN DAMAGED SHALL BE EITHER REGALVANIZED OR RECOATED IN CONFORMANCE WITH AASHTO M 36, OR PAINTED WITH ONE FULL BRUSH COAT OF ZINC RICH PAINT CONFORMING TO MILITARY SPECIFICATION DOD-P-21035A.





DOUBLE BLOCK AND GUARDRAIL TYPE 3 (DOUBLE) FOR MEDIAN BARRIER

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MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES

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STANDARD PLAN NO.
M-606-1
Standard Sheet No. 2 of 19
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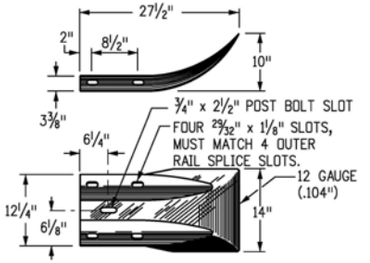
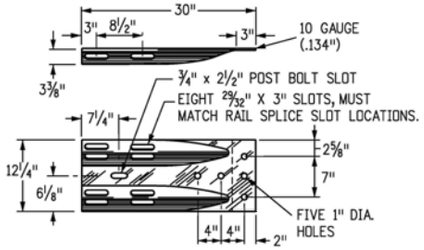


(RWE01a)

TERMINAL SECTION (FLARED)



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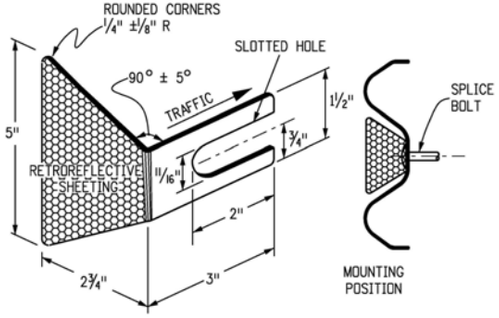
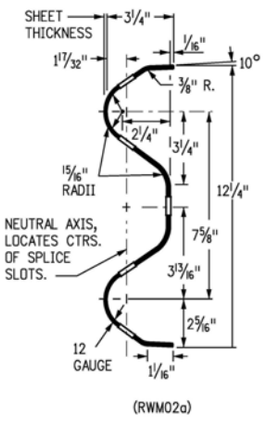


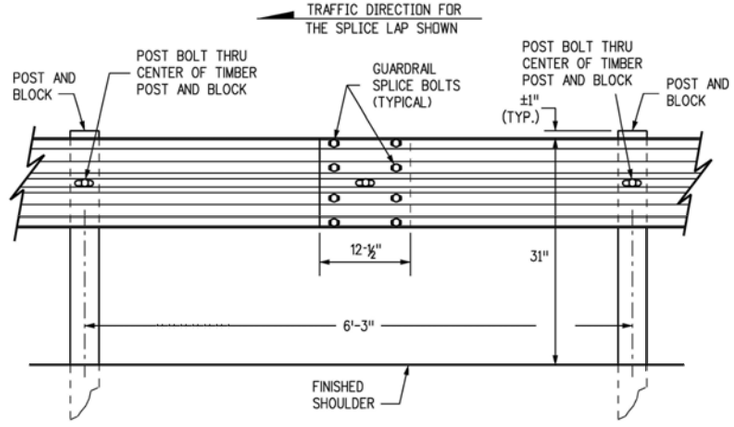
RETROREFLECTOR TAB

NOTE: RETROREFLECTOR TABS SHALL BE MANUFACTURED FROM 12 TO 14 GAUGE STEEL AND SHALL CONFORM TO THE REQUIREMENTS OF S STANDARD S-612-1.



(RWM02a)

W-BEAM RAIL SECTION

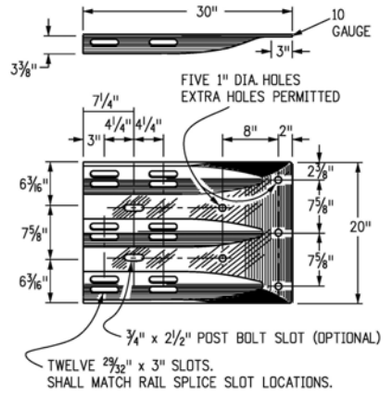


W-BEAM RAIL SPLICE

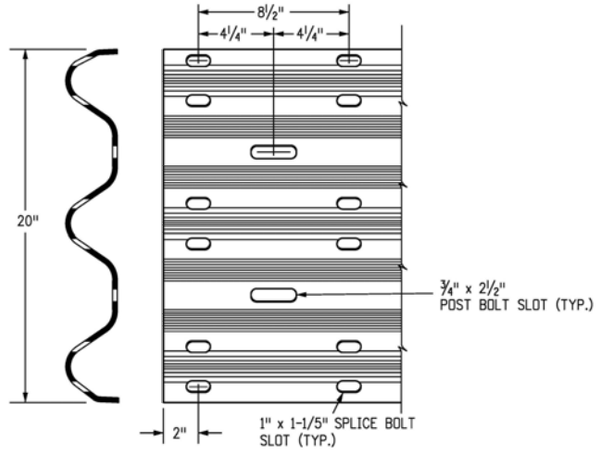
PART	MATERIAL SPEC.	GALVANIZING SPEC.	CORROSION-RESISTANT SPEC.
W-BEAM RAIL & TERMINAL SECTIONS	AASHTO M 180, CLASS A OR B	AASHTO M 180, TYPE 1 OR 2	AASHTO M 180, TYPE 4
BASE PLATE	ASTM A 36	AASHTO M 111	N.A.
NUTS, BOLTS & STUDS FOR GENERAL USE	ASTM A 307	AASHTO M 232, CLASS C OR ASTM B 695 CLASS 50 TYPE 1	
HIGH STRENGTH BOLTS & NUTS	ASTM A 325		
HIGH STRENGTH STUDS & NUTS	ASTM A 449		
ROUND STEEL WASHERS	ASTM F 436		
RECTANGULAR WASHERS	AASHTO M 180		
OTHER FITTINGS	ASTM A 36	AASHTO M 111	

THE TABULATION OF GUARDRAIL WILL SPECIFY THE TYPE OF CORROSION PROTECTION: GALVANIZED OR CORROSION - RESISTANT STEEL.

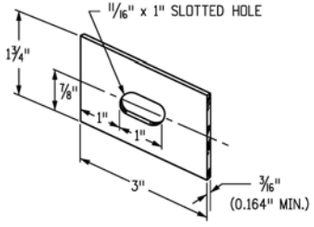
STEEL POSTS SHALL HAVE THE SAME CORROSION PROTECTION AS SPECIFIED FOR THE METAL BEAM RAIL. PUNCHING, DRILLING, CUTTING, OR WELDING OF POSTS WILL NOT BE PERMITTED AFTER GALVANIZING.



THRIE BEAM TERMINAL SECTION (CONNECTOR)



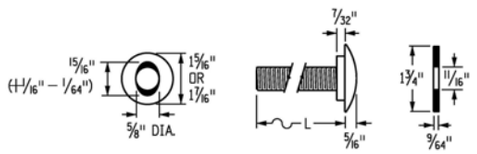
THRIE BEAM DETAIL



(FWR03)

RECTANGULAR WASHER

(TO BE USED ONLY WHERE SPECIFIED.)



BUTTON HEAD BOLT WITH OVAL SHOULDER

WASHER

HEX NUT

DIAMETER & TYPE (INCHES)	12" BLOCKS L = LENGTH (INCHES)	THREAD LENGTH (INCHES)	INTENDED USE	AASHTO-AGC-ARTBA STANDARD NUMBER	NO. BOLTS, NUTS & WASHERS
⅝	1¼	FULL (1 1/32)	ALL RAIL SPLICES	FBB01	8 PER SPLICE*
BUTTONHEAD OVAL SHLDR.	22	MIN. 2½	SINGLE BLOCK & POST (TIMBER)	FBB04	1 PER POST
	33	MIN. 2	DOUBLE BLOCK & POST (TIMBER)	FBB05	1 PER POST
	14	MIN. 2	FASTEN NOTCHED BLOCK TO STEEL POST	FBB03	1 PER BLOCK
WASHERS NOT USED AT RAIL SPLICES					

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MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES

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M-606-1
Standard Sheet No. 3 of 19
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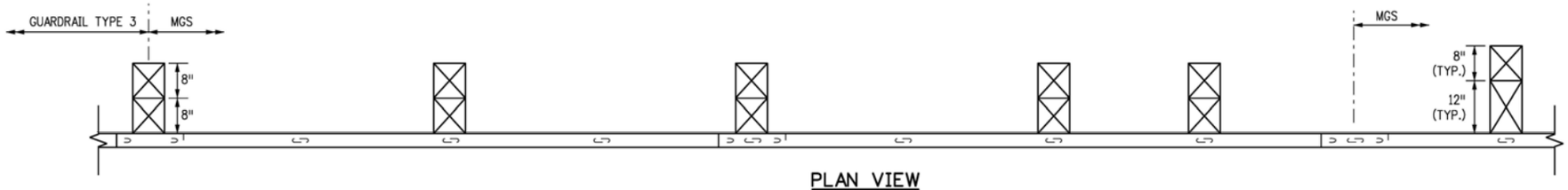
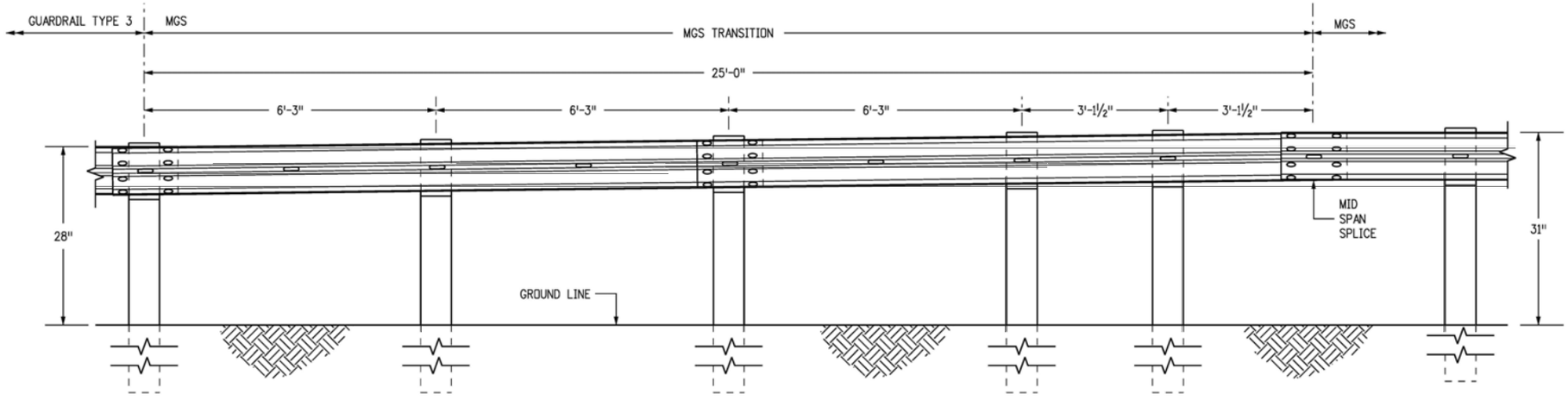
NOTES

1. THE MGS TRANSITION FROM A TYPE 3 GUARDRAIL SHALL BE COMPLETED OUTSIDE THE MGS END ANCHORAGE LIMITS.

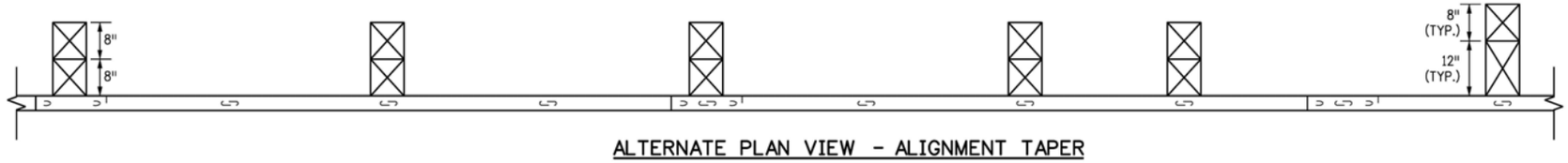


PLAN VIEW



ELEVATION VIEW

TRANSITION FROM 28 INCH GUARDRAIL TO 31 INCH MGS



ALTERNATE PLAN VIEW - ALIGNMENT TAPER

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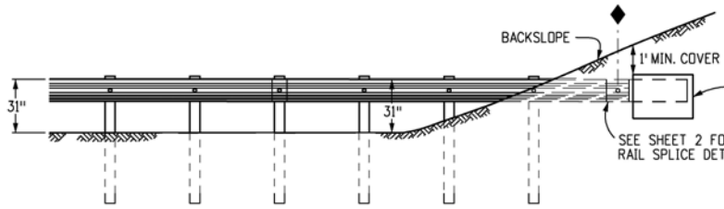
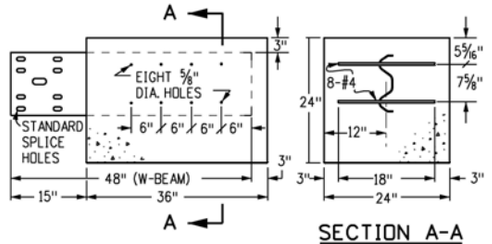
Project Sheet Number:



SEE TYPE 3B (RUB RAIL) PLAN VIEW FOR ALIGNMENT. THE 100 FT. FLARE LENGTH MAY BE SHORTENED IF THE SLOPE IS LESS THAN 8 FT. WIDE.

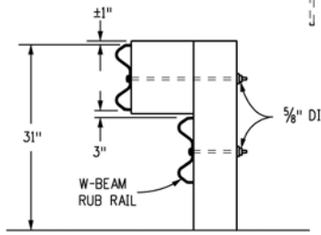
END ANCHORAGE TYPE 3B

(MAX. 10:1 AND NO ROADSIDE DITCH AT GUARDRAIL)



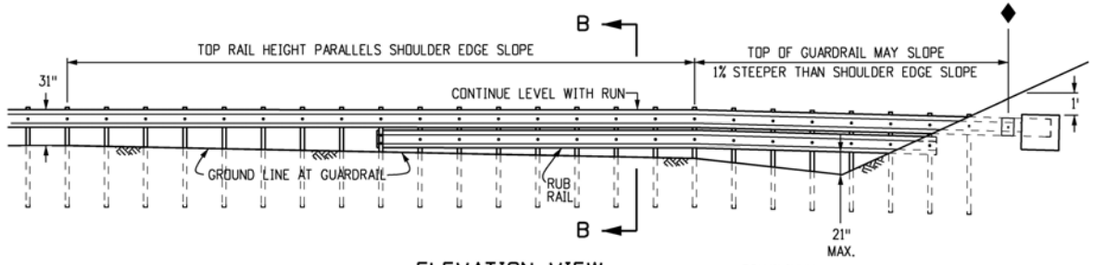
SECTION A-A

TYPE 3B ANCHOR BLOCK DETAIL



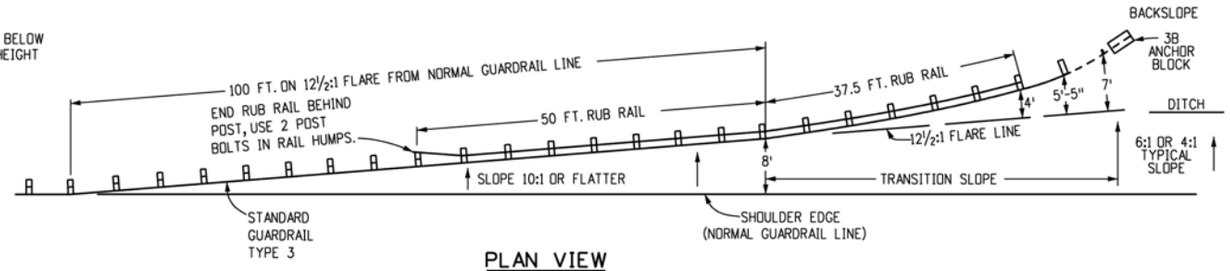
SECTION B-B

MOUNT A W-BEAM RUB RAIL 1-1/2 IN. BELOW THE TOP RAIL WHEN THE TOP RAIL HEIGHT EXCEEDS 33 IN. ABOVE THE GROUND



ELEVATION VIEW

(MAXIMUM 4:1 FORSLOPE)

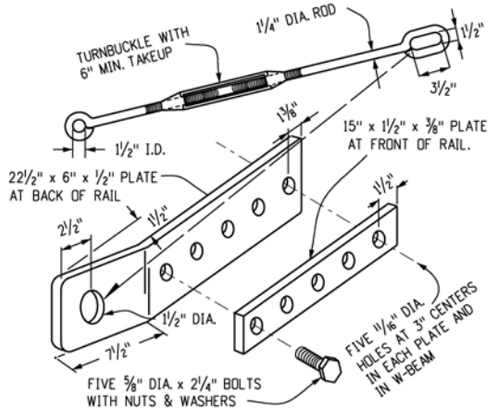


PLAN VIEW

END ANCHORAGE TYPE 3B (RUB RAIL)

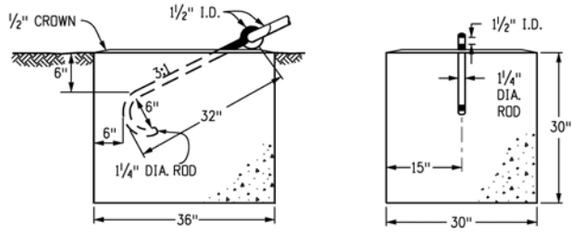
(WITH ROADSIDE DITCH AT GUARDRAIL)

◆ END OF GUARDRAIL PAY LENGTH



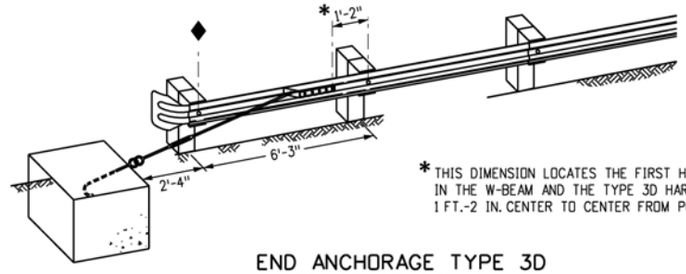
TYPE 3D HARDWARE DETAILS

NOTE: ALL PARTS SHALL BE GALVANIZED



FRONT END

TYPE 3D ANCHOR BLOCK DETAIL



* THIS DIMENSION LOCATES THE FIRST HOLE IN THE W-BEAM AND THE TYPE 3D HARDWARE. 1 FT.-2 IN. CENTER TO CENTER FROM POST BOLT HOLE.

END ANCHORAGE TYPE 3D DEPARTURE TERMINAL

Computer File Information		Sheet Revisions	
Creation Date: 07/31/19		Date:	Comments
Designer Initials: JBK	(R-X)		
Last Modification Date: 03/05/20	(R-X)		
Detailer Initials: LTA	(R-X)		
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)		

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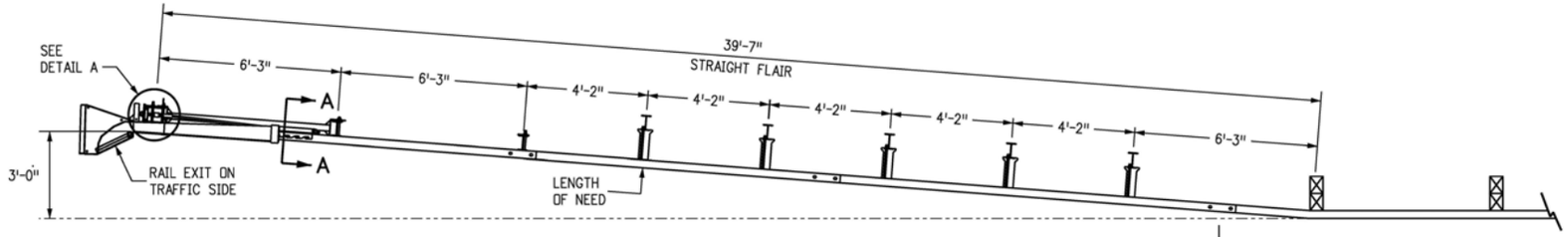
MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES

Issued by the Project Development Branch: July 31, 2019

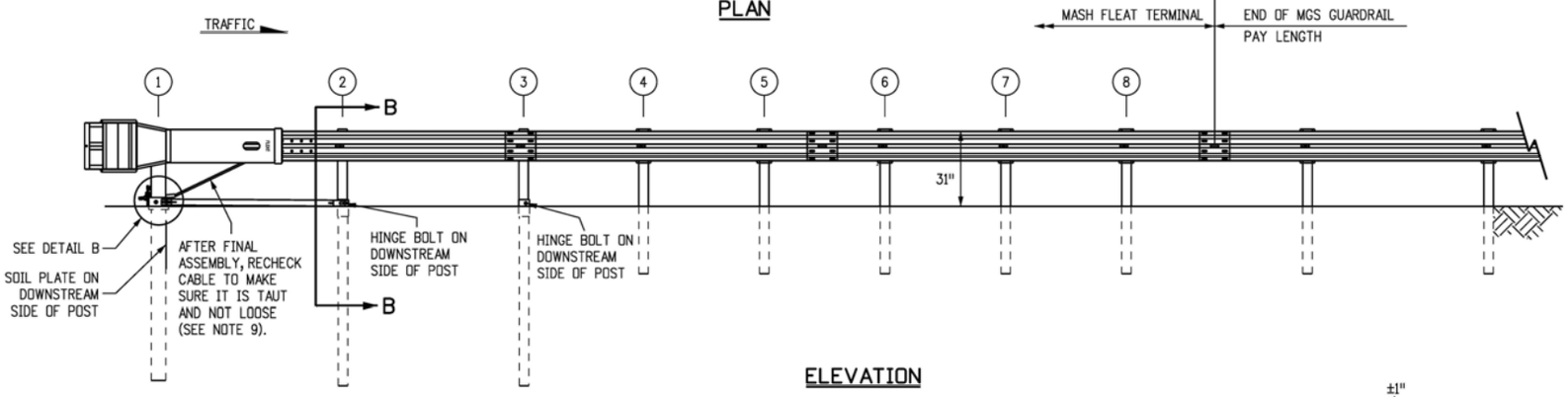
STANDARD PLAN NO.
M-606-1
Standard Sheet No. 5 of 19
Project Sheet Number:

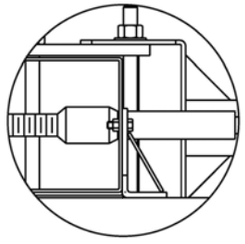
OFFSET NOTES

1. POST OFFSET DIMENSIONS ARE GIVEN TO THE CENTER OF THE TRAFFIC FACE OF POSTS.
2. THE GUARDRAIL BETWEEN POST (1) THRU (8) IS ON A STRAIGHT LINE FLARE.

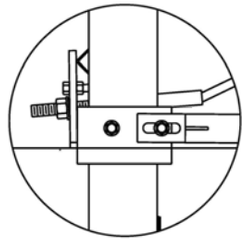


PLAN



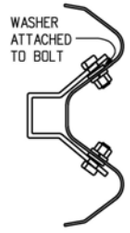


DETAIL A
IMPACT HEAD CONNETION

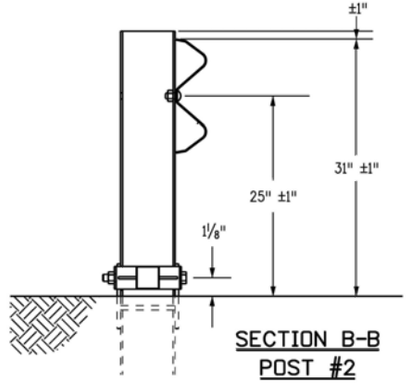


DETAIL B
POST #1 CONNECTION

ELEVATION



SECTION A-A
ANCHOR BRACKET



SECTION B-B
POST #2

NOTES

1. THE END ANCHORAGE (FLARED) SHALL BE THE MFLEAT TERMINAL, AS MANUFACTURED BY ROAD SYSTEMS INC. (TELEPHONE #: 432-263-2435). ONE END ANCHORAGE (FLARED) SHALL INCLUDE ALL POST, RAIL, AND ALL HARDWARE ITEMS REQUIRED FOR A COMPLETE UNIT. THE END ANCHORAGE (FLARED) SHALL BE INSTALLED CONFORMING TO THE MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR SHALL PROVIDE A COPY OF THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND PARTS LIST TO THE ENGINEER PRIOR TO INSTALLATION OF THE DEVICE.
2. RETROREFLECTOR TABS SHALL NOT BE USED ON END ANCHORAGE POSTS.
3. DELINEATION SHALL BE APPLIED TO THE END PIECE, AND SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
4. AESTHETIC TREATMENT OPTIONS MAY BE AVAILABLE WITH PRIOR APPROVAL OF THE PROJECT ENGINEER. CONTACT THE MANUFACTURER FOR APPROVED AESTHETIC TREATMENT OPTIONS.
5. ALL BOLTS, NUTS, CABLE ASSEMBLIES, CABLE ANCHORS AND BEARING PLATES SHALL BE GALVANIZED.
6. THE LOWER SECTIONS OF THE POSTS 1, 2, AND 3 SHALL NOT PROTRUDE MORE THAN 4 INCHES ABOVE THE GROUND (MEASURED ALONG A 5 FOOT CORD). SITE GRADING MAY BE NECESSARY TO MEET THIS REQUIREMENT.
7. THE LOWER SECTIONS OF THE HINGED POSTS SHOULD NOT BE DRIVEN WITH THE UPPER POST ATTACHED. IF THE POST IS PLACED IN A DRILLED HOLE, THE BACKFILL MATERIAL MUST BE SATISFACTORILY COMPACTED TO PREVENT SETTLEMENT.
8. WHEN COMPETENT ROCK IS ENCOUNTERED, A 12 INCH DIA. POST HOLE, DRILLED 20 INCHES DEEP INTO THE ROCK SURFACE SHALL BE USED IF APPROVED BY THE ENGINEER FOR POSTS 1 AND/OR 2. GRANULAR MATERIAL SHALL BE PLACED IN THE BOTTOM OF THE HOLE, APPROXIMATELY 2.5 INCHES DEEP TO PROVIDE DRAINAGE. THE FIRST AND/OR SECOND POST SHALL BE FIELD CUT TO LENGTH, PLACED IN THE HOLE AND BACKFILLED WITH SUITABLE BACKFILL. THE SOIL PLATE MAY BE TRIMMED IF REQUIRED.
9. THE BREAKAWAY CABLE ASSEMBLY SHALL BE TAUT. A LOCKING DEVICE (VICE GRIPS OR CHANNEL LOCK PLIERS) SHOULD BE USED TO PREVENT THE CABLE FROM TWISTING WHEN TIGHTENING NUTS.

MFLEAT TERMINAL

(MASH CERTIFIED)

END ANCHORAGES (FLARED)

Computer File Information		Sheet Revisions	
Creation Date: 07/31/19		Date:	Comments
Designer Initials: JBK	(R-X)	03/05/20	Replaced the SRT-31 and FLEAT 350 flared terminals with the MFLEAT flared terminal to be MASH compliant.
Last Modification Date: 03/05/20	(R-X)		
Detailer Initials: LTA	(R-X)		
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)		

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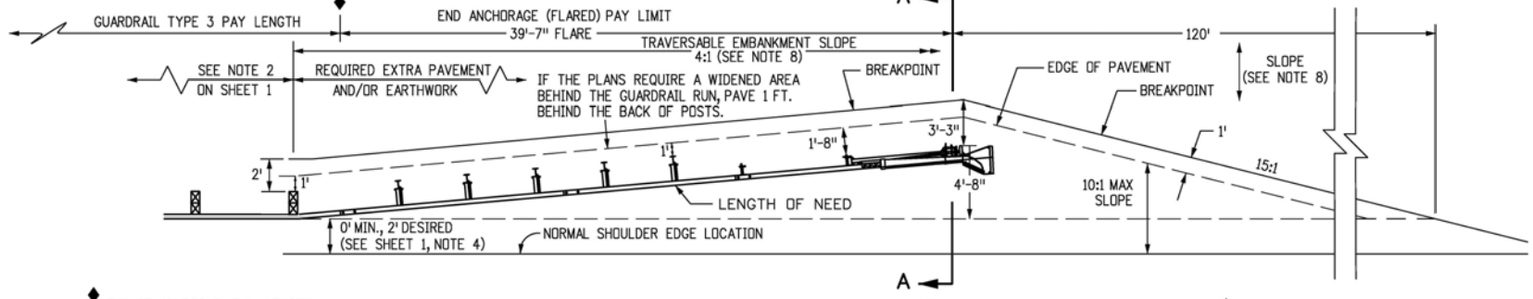
Project Development Branch JBK

MIDWEST
GUARDRAIL SYSTEM (MGS)
TYPE 3 W-BEAM 31 INCHES

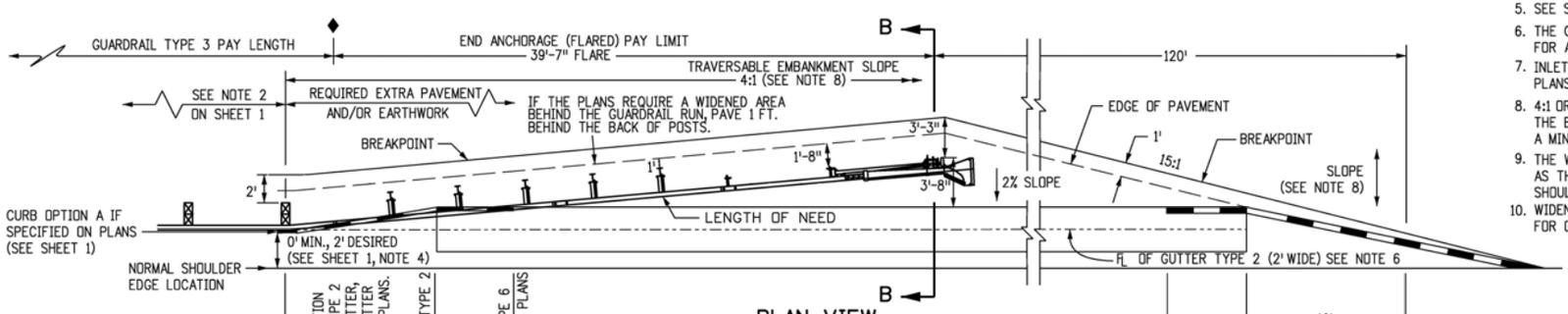
Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-606-1
Standard Sheet No. 6 of 19
Project Sheet Number:

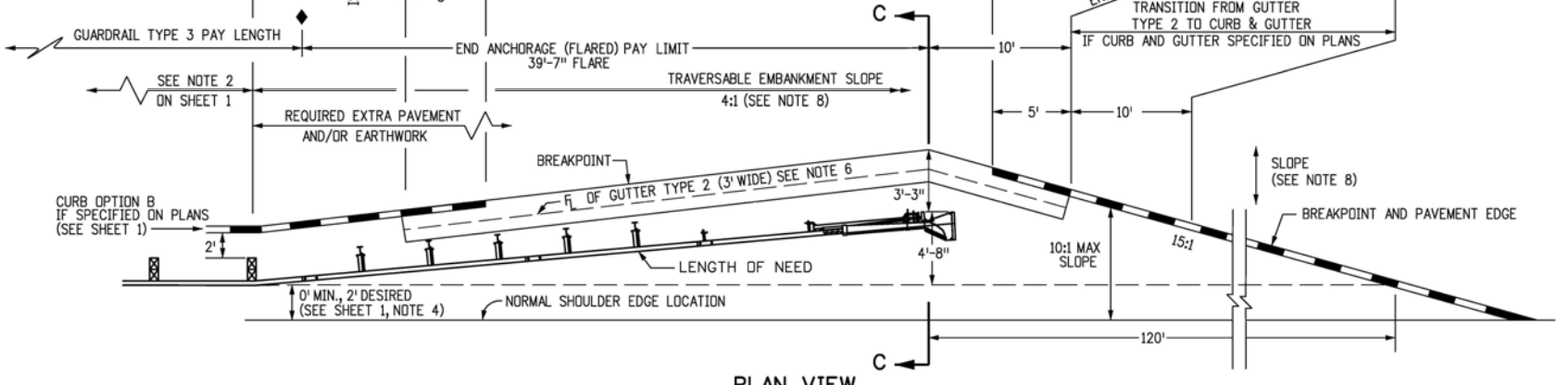


PLAN VIEW
WIDENING FOR END ANCHORAGE (FLARED) *

* THIS PLAN VIEW SHOWS ONLY THE SRT-31. THE FLEAT-350 USES THE SAME WIDENING DETAILS.



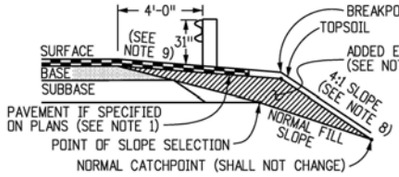
PLAN VIEW
WIDENING FOR END ANCHORAGE (FLARED)
WITH CURB OPTION A *



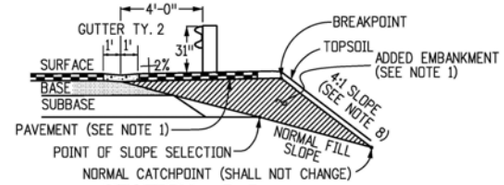
PLAN VIEW
WIDENING FOR END ANCHORAGE (FLARED) WITH CURB OPTION B *

NOTES

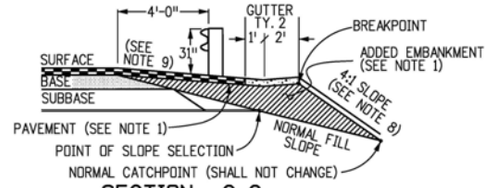
1. PAYMENT FOR THE ADDED EMBANKMENT (APPROXIMATELY 45 CU. YDS.) FOR THE FLARE SHALL BE AS FOLLOWS:
   A. UNDER PAY ITEM 203 WHEN THE CONTRACT PLAN INCLUDES PAY ITEM 203
   B. INCLUDED IN THE COST OF THE END ANCHORAGE (FLARED) WHEN THE CONTRACT PLANS DO NOT INCLUDE PAY ITEM 203. THE ADDED EMBANKMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SUBSECTION 203.07, AASHTO T 99.
2. WHEN THE WIDENED AREA IS PAVED, PAYMENT FOR THE PAVEMENT (APPROX. 70 SQ. YDS.) SHALL BE AS FOLLOWS:
   A. UNDER PAY ITEM 403 OR 412 WHEN THE CONTRACT PLAN INCLUDES PAY ITEM 403 OR 412
   B. INCLUDED IN THE COST OF THE END ANCHORAGE (FLARED) WHEN THE CONTRACT PLAN DOES NOT INCLUDE PAY ITEM 403 OR 412 (SEE SHEET 1, NOTE 2 FOR PAVEMENT TYPES)
3. CONCRETE PAVED AREAS SHALL HAVE THEIR TAPERED ENDS SQUARED OFF AS DIRECTED BY THE ENGINEER.
4. WHEN OVERLAY PAVING, THE FINISHED SURFACE AT EACH POST SHALL NOT BE ABOVE THE TOP BREAKAWAY HOLE OR STRUT ASSEMBLY. THE WIDENED AREA AT THE FLARED END ANCHORAGE SHOULD NOT BE OVERLAYED UNLESS PAVEMENT CONDITIONS WARRANT IT BEING OVERLAYED. ANY OVERLAY PAVEMENT ABUTTING THE FLARED END ANCHORAGE SHALL BE TAPERED TO PREVENT A DROP IN THE PAVED SURFACE BELOW THE RAIL.
5. SEE SHEETS 1, 2, 3, AND 5 FOR STANDARD TYPE 3 GUARDRAIL INSTALLATION DETAILS.
6. THE COST OF THE GUTTER WILL BE PAID FOR AS "GUTTER TYPE 2 (2 FT.)" FOR A LENGTH OF 134 FT. OR "GUTTER TY. 2 (3 FT.)" FOR A LENGTH OF 40 FT.
7. INLETS OR RUNDOWNS MAY BE USED INSTEAD OF THE GUTTER IF SPECIFIED ON THE PLANS. NO ADDITIONAL CURB SHALL BE ADDED IN THE VICINITY OF THE END ANCHORAGE.
8. 4:1 OR FLATTER SLOPES IN THE TRAVERSABLE AREA SHALL BE USED BEHIND THE END ANCHORAGE, AND IN ADVANCE OF POST (1) IF THIS IS NOT POSSIBLE, A MINIMUM 3:1 SLOPE MAY BE USED IF APPROVED BY THE ENGINEER.
9. THE WIDENED AREA, EXCEPT FOR CURB OPTION A, SHALL HAVE THE SAME GRADING AS THE ADJACENT GUARDRAIL: 10:1 OR FLATTER IF MORE THAN 2 FT. FROM SHOULDER OR SLOPE EQUAL TO ROADWAY SLOPE IF 2 FT. OR LESS FROM SHOULDER.
10. WIDENING FOR END ANCHORAGES SHALL BE PAVED ON INTERSTATES AND FREEWAYS. FOR OTHER HIGHWAYS, PAVING SHALL BE AS SHOWN ON THE PLANS.



SECTION A-A



SECTION B-B



SECTION C-C

Computer File Information		Sheet Revisions	
Creation Date: 07/31/19		Date:	Comments
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Detailer Initials: LTA	(R-X)		
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)		

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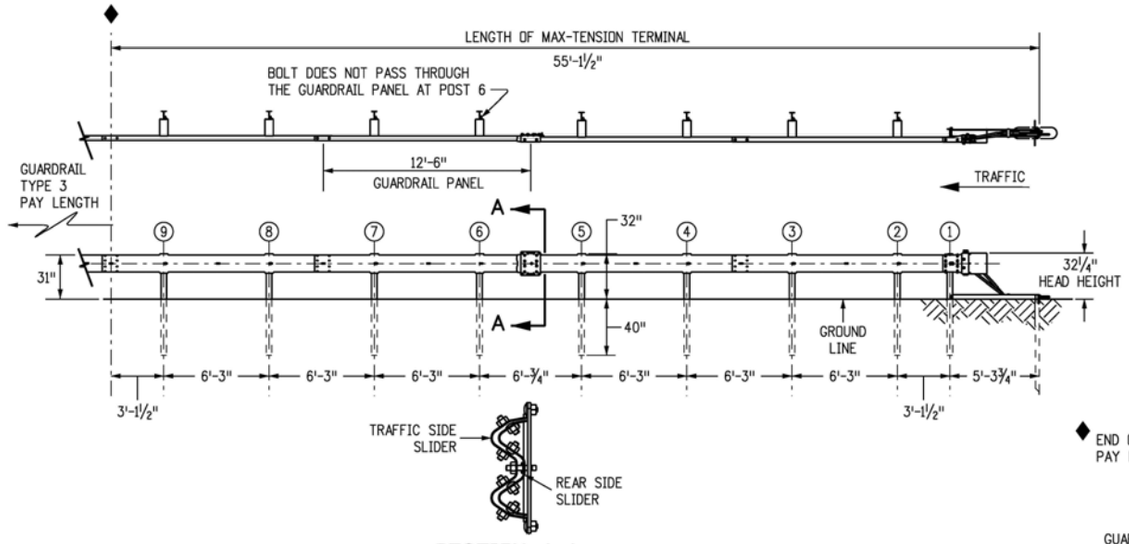
Project Development Branch JBK

MIDWEST
GUARDRAIL SYSTEM (MGS)
TYPE 3 W-BEAM 31 INCHES

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-606-1
Standard Sheet No. 7 of 19
Project Sheet Number:



SECTION A-A

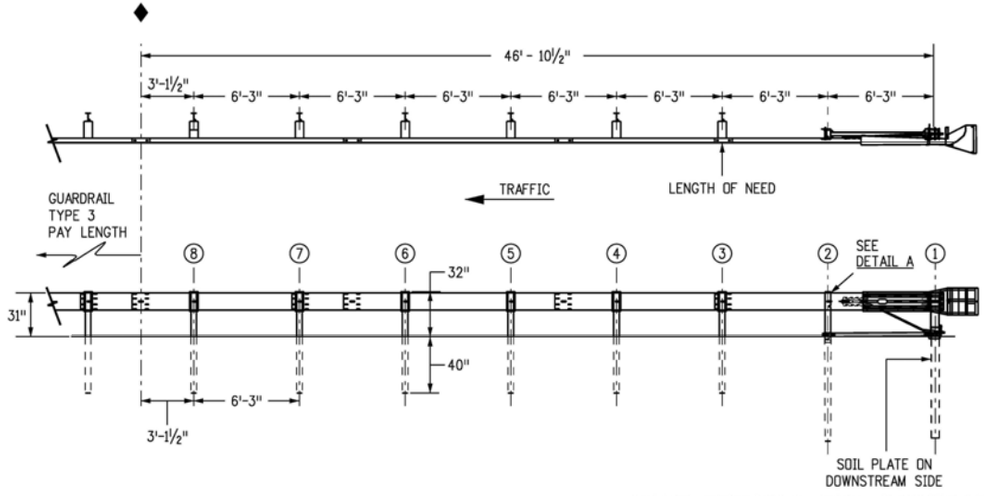
MAX-TENSION TERMINAL END ANCHORAGE (NONFLARED)

(MASH CERTIFIED)

NOTES FOR NONFLARED

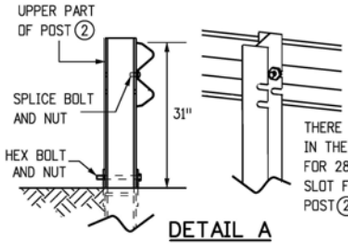
1. THE END ANCHORAGE (NONFLARED) SHALL EITHER BE THE SOFTSTOP AS MANUFACTURED BY TRINITY INDUSTRIES, INC. (TEL. #: 1-888-356-2363), OR THE MAX-TENSION AS MANUFACTURED BY LINDSAY TRANSPORTATION SOLUTIONS (TEL. #: 402-829-6800), OR THE MSKT AS MANUFACTURED BY ROAD SYSTEMS, INC. (TEL. #: 432-263-2435). THE END ANCHORAGE (NONFLARED) SHALL INCLUDE ALL POST, RAIL, AND HARDWARE ITEMS REQUIRED FOR A COMPLETE UNIT. THE END ANCHORAGE (NONFLARED) SHALL BE INSTALLED CONFORMING TO THE MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR SHALL PROVIDE A COPY OF THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND PARTS LIST TO THE ENGINEER PRIOR TO THE INSTALLATION OF THE DEVICE.
2. DO NOT ATTACH THESE END ANCHORAGES DIRECTLY TO A RIGID BARRIER (EX. CONCRETE BARRIER, STEEL BARRIER, CONCRETE STRUCTURE) WITHOUT A PROPER TRANSITION.
3. CONNECTIONS TO W-BEAMS WHERE THE SPLICE IS NOT AT MID-SPAN BUT AT A POST CAN BE MADE USING A 3'-1½", 9'-4½", OR 15'-7½" W-BEAM PANEL DOWNSTREAM OF TRAFFIC.
4. FOR MSKT END ANCHORAGES (NONFLARED), USE THE MANUFACTURER'S SPECIFIED STEEL FOUNDATION TUBES FOR POSTS (1) AND (2).
5. RETROREFLECTOR TABS SHALL NOT BE USED ON END ANCHORAGE POSTS.
6. DELINEATION SHALL BE APPLIED TO THE END PIECE AND SHALL NOT BE PAID FOR SEPARATELY BUT BE INCLUDED IN THE COST OF THE WORK. SEE STANDARD PLAN S-612-1.

END OF GUARDRAIL PAY LENGTH



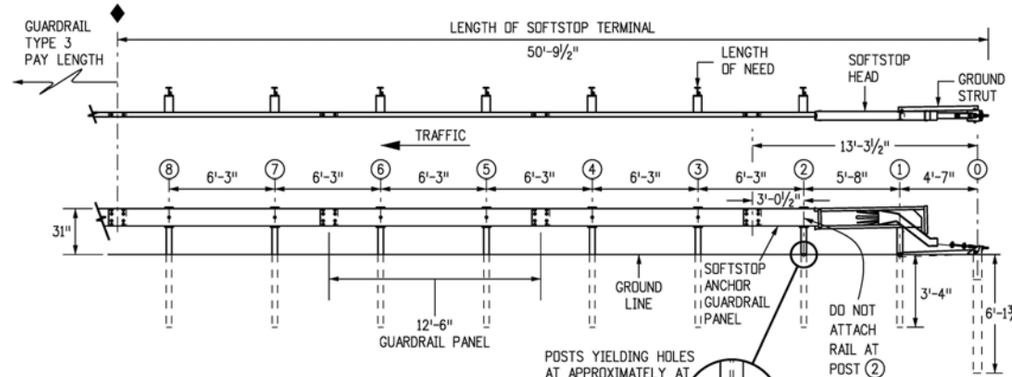
MSKT TERMINAL END ANCHORAGE (NONFLARED)

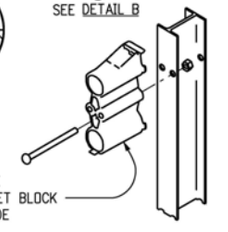
(MASH CERTIFIED)



DETAIL A

THERE ARE TWO SETS OF OPEN-ENDED SLOTS IN THE UPPER PART OF POST (2). THESE ARE FOR 28" AND 31" RAIL HEIGHTS. USE THE TOP SLOT FOR THE 31" MSKT TERMINAL. INSTALL POST (2) WITH THE SLOTS FACING POST (1)





DETAIL B

SOFTSTOP TERMINAL END ANCHORAGE (NONFLARED)

(MASH CERTIFIED)

END ANCHORAGES (NONFLARED)

Computer File Information		Sheet Revisions	
Creation Date: 07/31/19		Date:	Comments
Designer Initials: JBK	(R-X)		
Last Modification Date: 03/05/20	(R-X)		
Detailer Initials: LTA	(R-X)		
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)		

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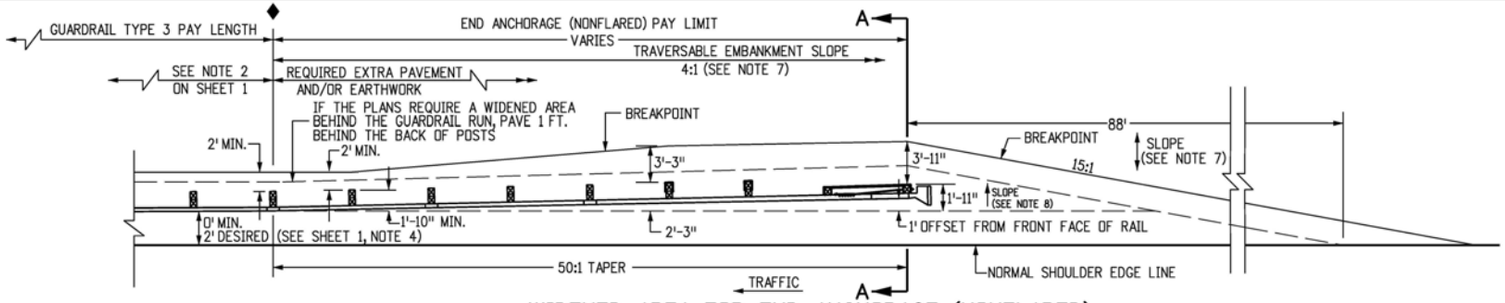
MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES

Issued by the Project Development Branch: July 31, 2019

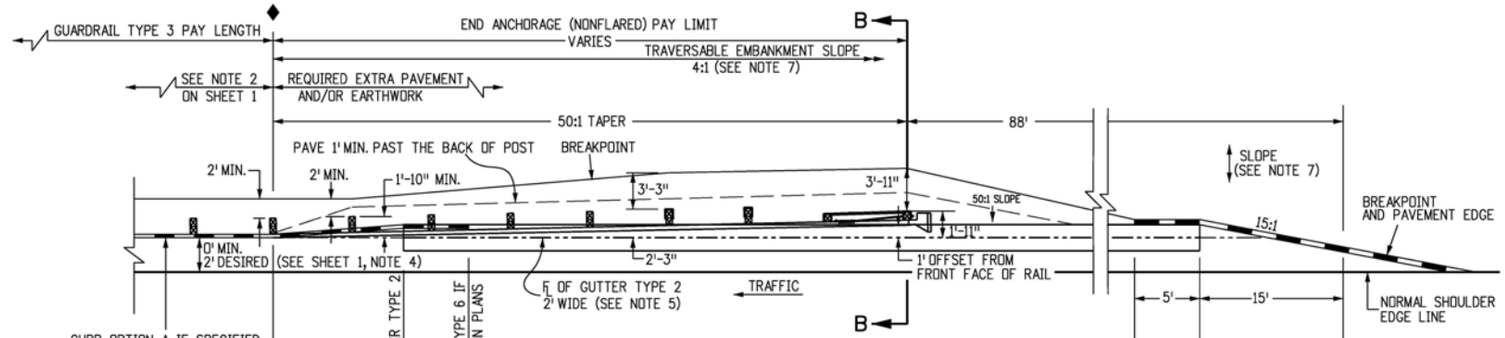
STANDARD PLAN NO. M-606-1

Standard Sheet No. 8 of 19

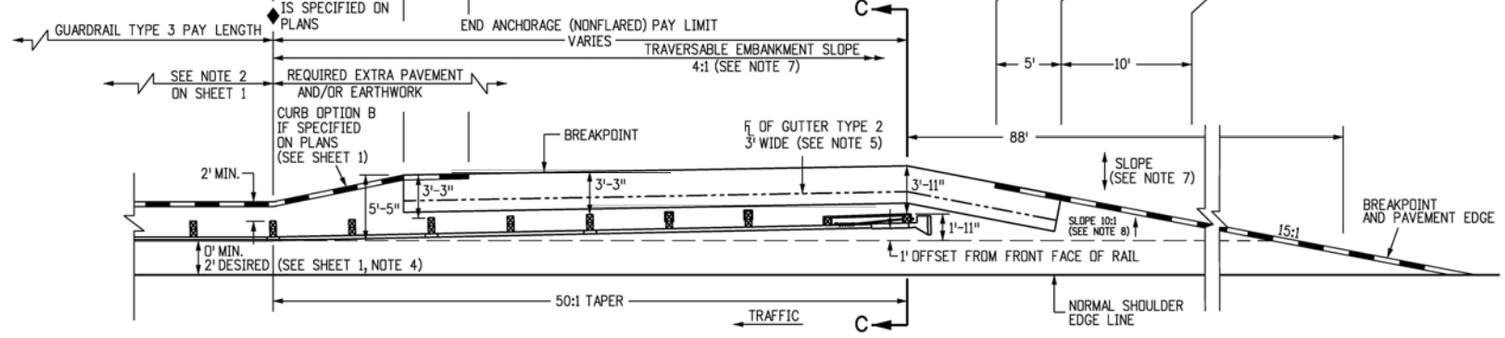
Project Sheet Number:



WIDENED AREA FOR END ANCHORAGE (NONFLARED)
PLAN VIEW



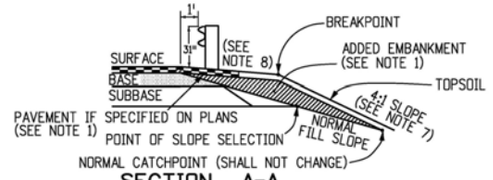
WIDENED AREA FOR END ANCHORAGE (NONFLARED)
WITH CURB OPTION A
PLAN VIEW



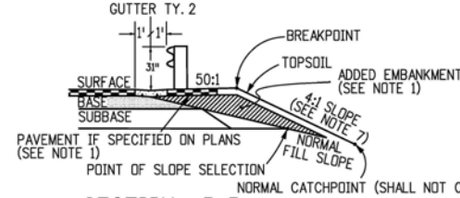
WIDENED AREA FOR END ANCHORAGE (NONFLARED) WITH CURB OPTION B
PLAN VIEW

NOTES

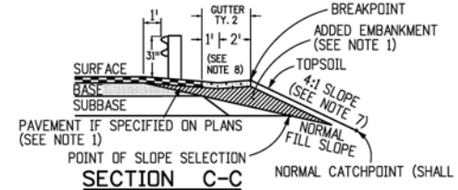
1. PAYMENT FOR THE ADDED EMBANKMENT (APPROXIMATELY 25 CU. YDS.) FOR THE FLARE SHALL BE AS FOLLOWS:
   A. UNDER PAY ITEM 203 WHEN THE CONTRACT PLAN INCLUDES PAY ITEM 203.
   B. INCLUDED IN THE COST OF THE END ANCHORAGE (NONFLARED) WHEN THE CONTRACT PLANS DOES NOT INCLUDE PAY ITEM 203. THE ADDED EMBANKMENT SHALL BE BE CONSTRUCTED IN ACCORDANCE WITH SUBSECTION 203.07, AASHTO T 99.
2. WHEN THE WIDENED AREA IS PAVED, PAYMENT FOR THE PAVEMENT (APPROX. 39 SQ. YDS.) SHALL BE AS FOLLOWS:
   A. UNDER PAY ITEM 403 OR 412 WHEN THE CONTRACT PLAN INCLUDES PAY ITEM 403 OR 412.
   B. INCLUDED IN THE COST OF THE END ANCHORAGE (NONFLARED) WHEN THE CONTRACT PLAN DOES NOT INCLUDE PAY ITEM 403 OR 412, (SEE SHEET 1, NOTE 2 FOR PAYMENT TYPES).
3. WHEN OVERLAY PAVING, THE FINISHED SURFACE AT EACH POST SHALL NOT BE ABOVE THE TOP BREAKWAY HOLE OR STRUT ASSEMBLY. THE WIDENED AREA AT THE END ANCHORAGE (NONFLARED) SHALL NOT BE OVERLAYED UNLESS PAVEMENT CONDITIONS WARRANT IT BEING OVERLAYED. ANY OVERLAY PAVEMENT ABUTTING THE END ANCHORAGE (NONFLARED) SHALL BE TAPERED TO PREVENT A DROP IN THE PAVED SURFACE BELOW THE RAIL.
4. SEE SHEETS 1, 2, 3, AND 5 FOR STANDARD TYPE 3 GUARDRAIL INSTALLATION DETAILS.
5. THE COST OF THE GUTTER WILL BE PAID FOR AS "GUTTER TYPE 2 (2 FT.)" FOR A LENGTH OF 111 FT., OR "GUTTER TY. 2 (3 FT.)" FOR A LENGTH OF 50 FT.
6. INLETS OR RUNDOWNS MAY BE USED INSTEAD OF THE GUTTER IF SPECIFIED ON THE PLANS. NO ADDITIONAL CURB SHALL BE ADDED IN THE VICINITY OF THE END TREATMENT.
7. 4:1 OR FLATTER SLOPES IN THE TRAVERSABLE AREA SHALL BE USED BEHIND THE END ANCHORAGE AREA, AND IN ADVANCE OF POST (1) IF THIS IS NOT POSSIBLE A MINIMUM 3:1 SLOPE MAY BE USED IF APPROVED BY THE ENGINEER.
8. THE WIDENED AREA, EXCEPT FOR CURB OPTION A, SHALL HAVE THE SAME GRADING AS BENEATH THE ADJACENT GUARDRAIL: 10:1 OR FLATTER IF MORE THAN 2 FT. FROM SHOULDER, OR SLOPE EQUAL TO ROADWAY SLOPE IF 2 FT. OR LESS FROM SHOULDER.
9. WIDENING FOR END ANCHORAGES SHALL BE PAVED ON INTERSTATES AND FREEWAYS. FOR OTHER HIGHWAYS, PAVING SHALL BE AS SHOWN ON THE PLANS.



SECTION A-A



SECTION B-B



SECTION C-C

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Project Development Branch JBK

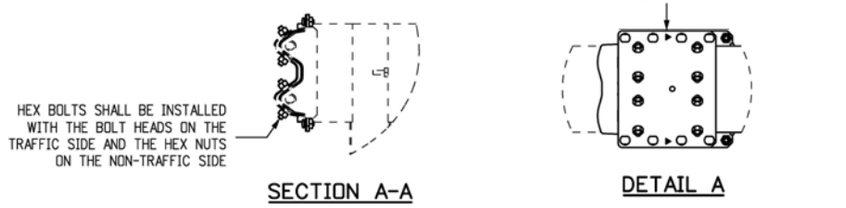
MIDWEST
GUARDRAIL SYSTEM (MGS)
TYPE 3 W-BEAM 31 INCHES

Issued by the Project Development Branch: July 31, 2019

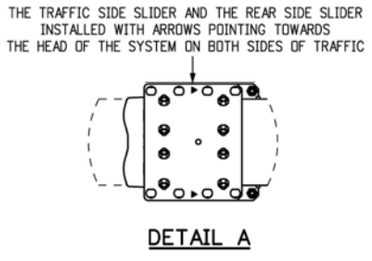
STANDARD PLAN NO.
M-606-1
Standard Sheet No. 9 of 19
Project Sheet Number:

MEDIAN TERMINAL NOTES

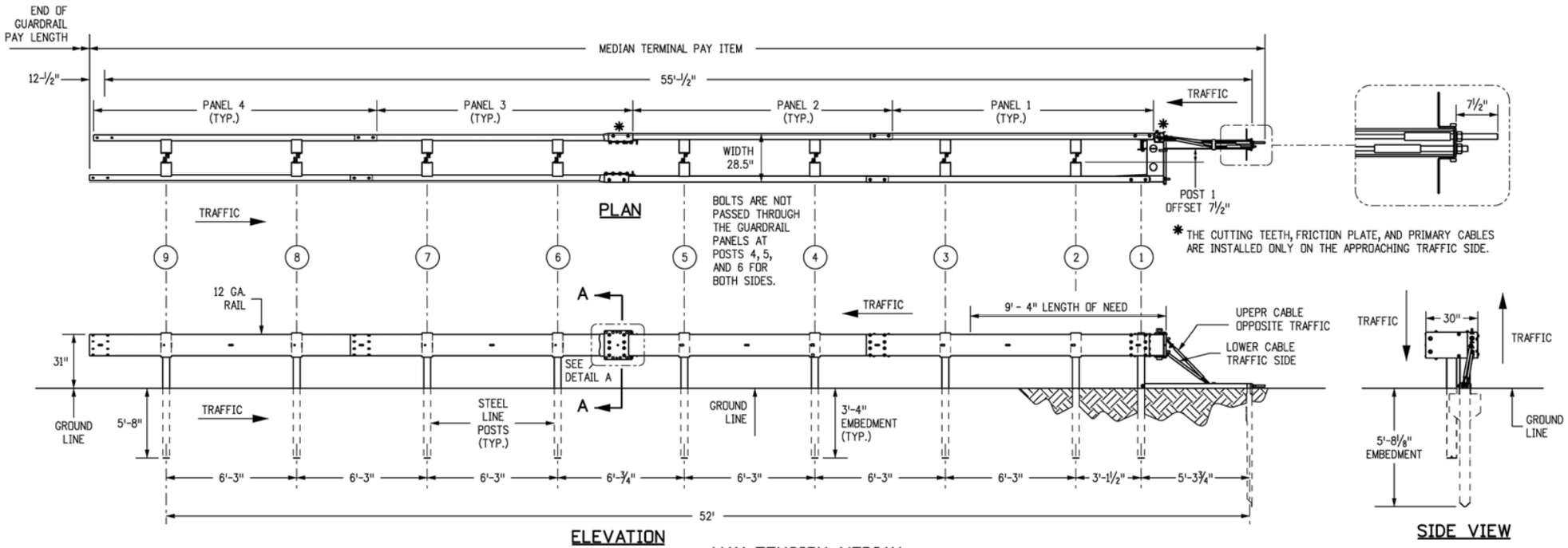
1. THE MEDIAN TERMINAL SHALL BE THE MAX-TENSION MEDIAN AS MANUFACTURED BY BY BARRIER SYSTEM BY LINDSAY (LINDSAY TRANSPORTATION SOLUTIONS) (TEL #: 888 800-3691).
2. THE MAX-TENSION SHALL BE APPLIED DIRECTLY TO W-BEAM GUARDRAIL SYSTEMS AT, OR TRANSITIONED TO, 31 INCH WITH PANELS AND POST SPACING CONFIGURED AT MID-SPAN SPLICE. TRANSITIONS TO STRONG POST W-BEAM GUARDRAIL SYSTEMS OR OTHER BARRIERS WHERE THE SPLICE IS NOT MID-SPAN SHALL BE ACCOMPLISHED USING A 3 FT. 1-1/2 INCH, 9 FT. 4-1/2 INCH OR 15 FT. 7-1/2 INCH PANELS AFTER THE MAX-TENSION SYSTEM (MIN. OF 50 FT. DOWNSTREAM OF THE FIRST POST). TRANSITIONS TO OTHER BARRIER SYSTEMS SHALL ALSO BE AT A MIN. OF 50 FT. DOWNSTREAM FROM THE FIRST POST. SEE SHEET 4.
3. THE MAX-TENSION SHALL NOT BE ATTACHED DIRECTLY TO RIGID BARRIERS SUCH AS CONCRETE BARRIERS, STEEL BARRIERS OR CONCRETE STRUCTURES WITHOUT PROPER TRANSITION. IF ROCK OR STIFF SOIL IS ENCOUNTERED, THE POSTS AND SOIL ANCHOR MAY BE INSTALLED BY AUGURING AND BACKFILLING THE HOLE.
4. EITHER 8 INCH OR 12 INCH COMPOSITE OR TIMBER BLOCKOUTS SHALL BE USED PER MANUFACTURE'S RECOMMENDATIONS.
5. EITHER 12 FT.-6 INCH OR 25 FOOT PANELS SHALL BE USED DEPENDING ON SITE CONDITIONS OR CONNECTED BARRIER SYSTEMS.
6. RAIL PANELS SHALL BE LAPPED PER MANUFACTURER'S INSTALLATION MANUAL, REGARDLESS OF AN UPSTREAM OR DOWNSTREAM END SYSTEM POSITION.
7. ALL STEEL COMPONENTS SHALL BE GALVANIZED PER ASTM A123 OR EQUIVALENT UNLESS OTHERWISE STATED.
8. ONE MEDIAN TERMINAL SHALL INCLUDE ALL POSTS, RAIL, AND HARDWARE ITEMS REQUIRED FOR A COMPLETE UNIT. THE DEVICE SHALL BE INSTALLED IN CONFORMANCE WITH THE MANUFACTURER'S INSTRUCTIONS. THE CONTRACTOR SHALL PROVIDE A COPY OF THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND PARTS LISTS TO THE ENGINEER PRIOR TO THE INSTALLATION OF THE DEVICE.
9. UNLESS OTHERWISE SPECIFIED ON THE PLANS, THE MEDIAN TERMINAL SHALL BE INSTALLED FOR BIDIRECTIONAL TRAFFIC APPLICATION.
10. EACH INSTALLATION SHALL BE SUPERVISED AND CERTIFIED AS CORRECT UPON COMPLETION BY A REPRESENTATIVE OF THE DEVICE MANUFACTURER OR BY AN EMPLOYEE OF THE CONTRACTOR WHO IS A CERTIFIED INSTALLER. THE CERTIFIED INSTALLER SHALL HAVE COMPLETED DEVICE TRAINING AND SHALL BE REGISTERED WITH THE MANUFACTURER AS A CERTIFIED INSTALLER.
11. DELINEATION, IF REQUIRED, SHALL BE APPLIED TO THE END PIECE AND WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE WORK. SEE STANDARD PLAN S-612-1.



SECTION A-A



DETAIL A



MAX-TENSION MEDIAN

(MASH CERTIFIED)

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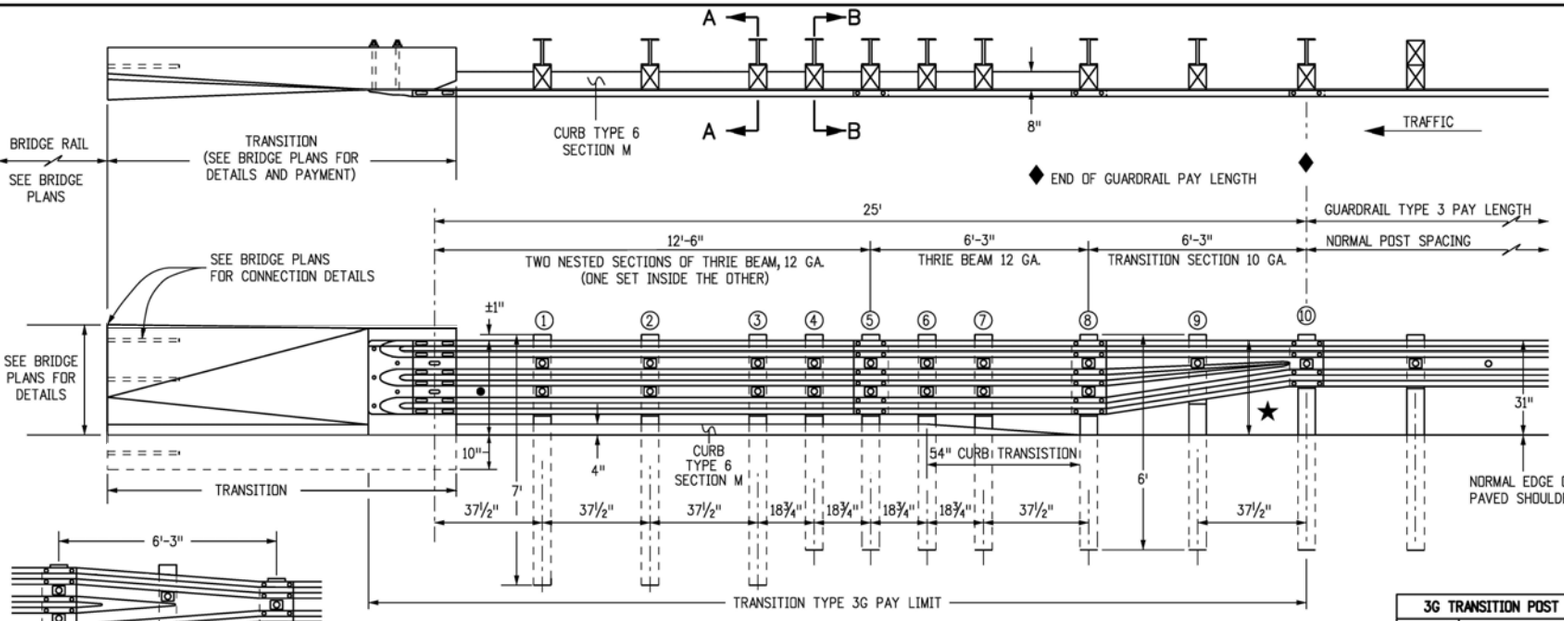
MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO. M-606-1

Standard Sheet No. 10 of 19

Project Sheet Number:

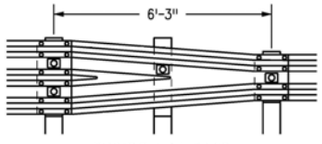


TRANSITION TYPE 3G

ALL POSTS SHALL BE STEEL

★ IF THE HEIGHT OF THE TRANSITION TYPES 3G OR 3H IS MORE THAN 31", THEN A SYMMETRICAL TRANSITION SECTION SHALL BE USED HERE.

● 31" FOR ASPHALT BRIDGE OVERLAY. 33.25" FOR POLYMER CONCRETE BRIDGE OVERLAY.

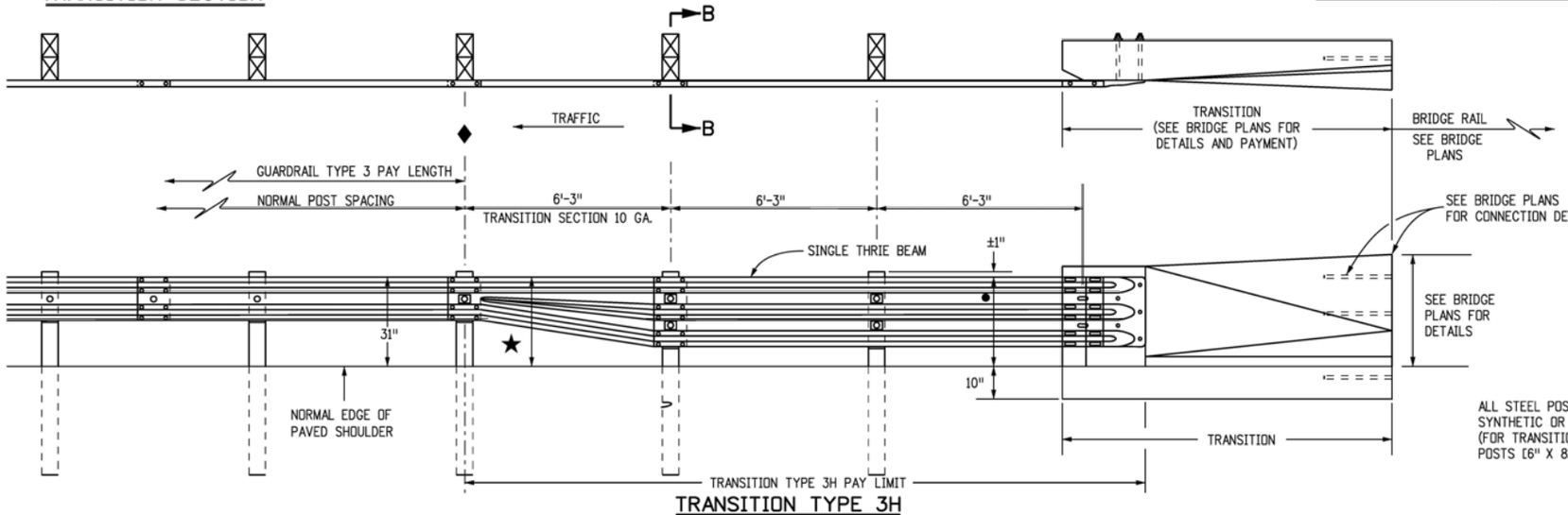


SYMMETRICAL TRANSITION SECTION

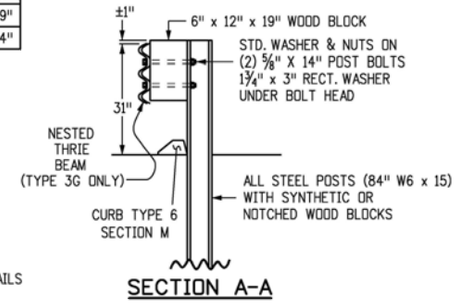
NOTES

1. TRANSITION TYPE 3G IS FOR USE AT BOTH ENDS OF BRIDGES ON TWO-WAY HIGHWAYS AND AT THE APPROACH END OF BRIDGES ON ONE-WAY HIGHWAYS.
2. TRANSITION TYPE 3H IS FOR USE AT THE TRAILING END OF BRIDGES ON ONE-WAY HIGHWAYS.
3. THE THRIE BEAM SECTION IN TRANSITION TYPES 3G AND 3H MAY BE SHOP BENT TO FIT CORRESPONDING RADIUS CURVES. HOWEVER, THE 6 FT.-3 IN. TRANSITION SECTION SHALL NOT BE BENT.
4. A TRANSITION SHALL BE REQUIRED BETWEEN TYPES 3G OR 3H AND THE BRIDGE RAILS. SEE STANDARD PLAN M-606-15 FOR THE TRANSITION TO TYPE 9 GUARDRAIL BARRIER.
5. TRANSITION TYPES 3G AND 3H ARE BOTH MASH COMPLIANT.
6. BACKUP PLATE IS NOT REQUIRED AT POSTS ON TYPE 3G AND 3H.
7. ⓞ THIS SYMBOL IN THE ELEVATION DRAWINGS SHOWS THE LOCATIONS WHERE A RECTANGULAR WASHER IS REQUIRED UNDER THE POST BOLT HEAD.
8. CURB TYPE 6 SECTION M, MAY BE ASPHALT OR CONCRETE. THE COST OF CURB IS INCLUDED IN THE WORK, UNLESS A SEPARATE PAY ITEM IS INCLUDED IN THE BID SCHEDULE.
9. FOR TYPE 3G, POSTS ① THRU ③ ARE 7 FT. LONG. ALL OTHER POSTS SHALL BE A STANDARD 6 FT. LONG UNLESS OTHERWISE SPECIFIED IN THE CONTRACT.
10. NOTCHED RAIL BLOCKS MANUFACTURED FROM SYNTHETIC MATERIAL WILL BE ACCEPTED AS ALTERNATIVES TO WOOD NOTCHED BLOCKS FOR USE WITH STEEL POSTS PROVIDED THAT THE BLOCKS HAVE RECEIVED FHWA APPROVAL AND ARE CERTIFIED AS IDENTICAL TO THE SPECIMENS USED FOR TESTING AND APPROVAL. STEEL BLOCKS ARE NOT ALLOWED.

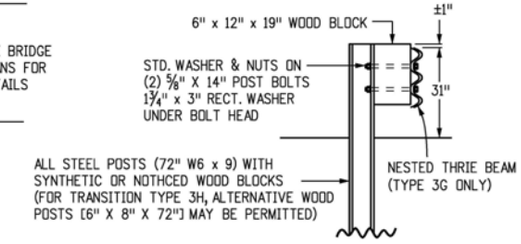
3G TRANSITION POST / BLOCK SIZING		
POST #	STEEL POST SIZE	BLOCKOUT SIZE
1 - 3	84" W6 X 15	6" X 12" X 19"
4 - 9	72" W6 X 9	6" X 12" X 19"
10	72" W6 X 9	6" X 12" X 14"



TRANSITION TYPE 3H



SECTION A-A



SECTION B-B

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03/05/20	Revised Gen. Notes 3 & 5. Revised transition sections notes to see the "Bridge Plans" and deleted their x-sections details. Revised the ★ note.

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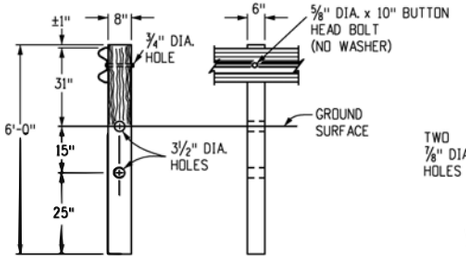
MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES

Issued by the Project Development Branch: July 31, 2019

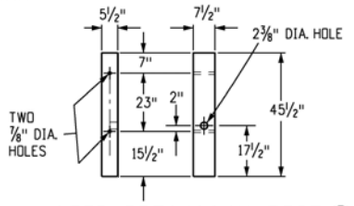
STANDARD PLAN NO. M-606-1

Standard Sheet No. 11 of 19

Project Sheet Number:



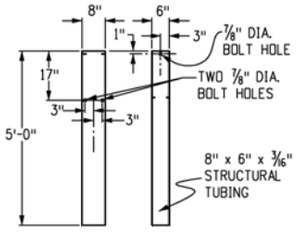
CONTROLLED RELEASING TERMINAL (CRT) POST ①



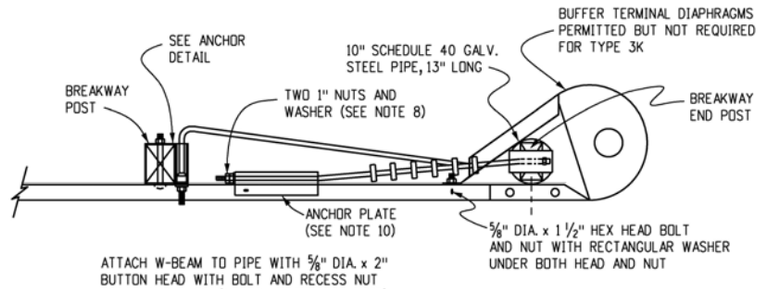
WOOD BREAKAWAY POST ②

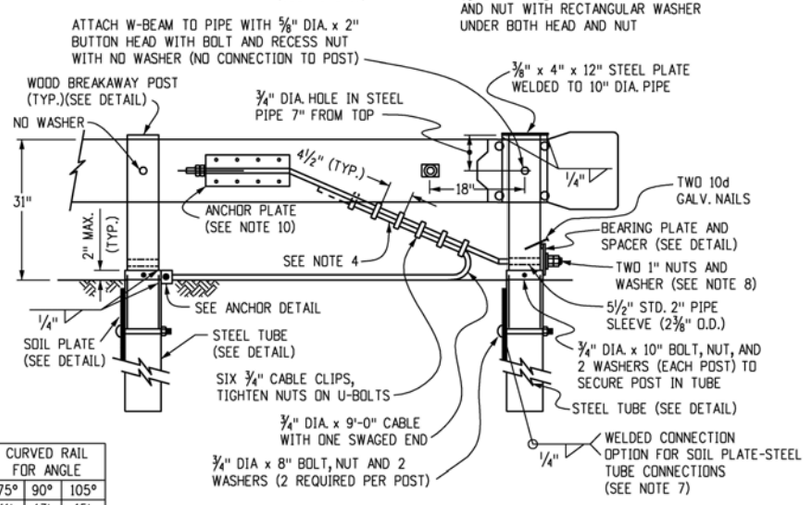
POST	DIMENSIONS	TYPE
①	6" x 8" x 6'	CRT
②	5 1/2" x 7 1/2" x 45 1/2"	BREAKAWAY

POSTS

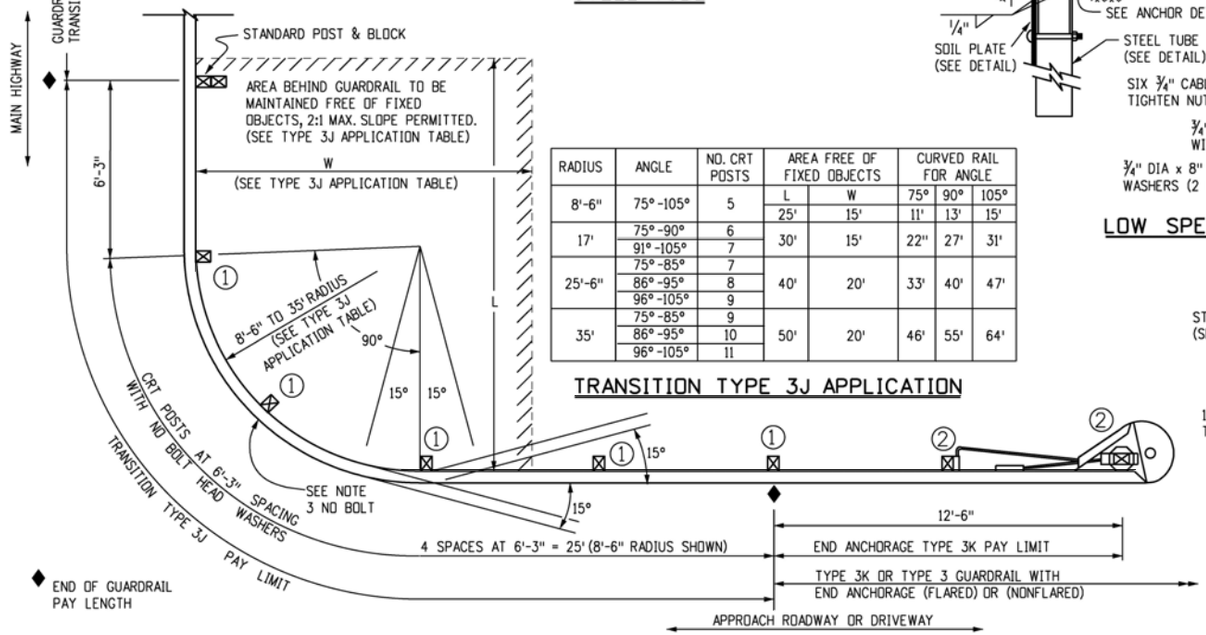


STEEL TUBE





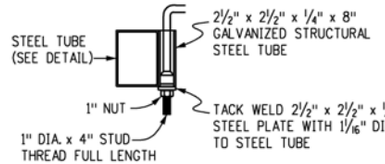
LOW SPEED END ANCHORAGE - TYPE 3K



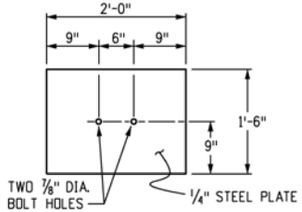
RADIUS	ANGLE	NO. CRT POSTS	AREA FREE OF FIXED OBJECTS		CURVED RAIL FOR ANGLE		
			L	W	75°	90°	105°
8'-6"	75°-105°	5	25'	15'	11'	13'	15'
17'	75°-90°	6	30'	15'	22'	27'	31'
	91°-105°	7					
25'-6"	75°-85°	7	40'	20'	33'	40'	47'
	86°-95°	8					
	96°-105°	9					
35'	75°-85°	9	50'	20'	46'	55'	64'
	86°-95°	10					
	96°-105°	11					

TRANSITION TYPE 3J APPLICATION

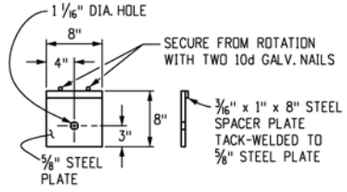
INTERSECTING ROADWAYS TRANSITION - TYPE 3J TRANSITION



ANCHOR DETAIL



SOIL PLATE



BEARING PLATE FOR STEEL TUBE

NOTES

1. APPLICATION: THE TRANSITION TYPE 3J MAY BE USED TO SHIELD HAZARDS AT THE INTERSECTION OF TWO ROADWAYS. TYPICAL APPLICATIONS INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
   A. CANAL SERVICE ROADS AT BRIDGE ENDS.
   B. INTERRUPTIONS IN GUARDRAIL RUNS BY INTERSECTING ROADWAYS, ETC.

   THE LOW SPEED (<45 MPH) END ANCHORAGE TYPE 3K SHALL BE USED ONLY ON DRIVEWAYS AND LOW SPEED SERVICE ROADS. ***END ANCHORAGE TYPE 3K IS NOT CRASHWORTHY.*** WHEN AN APPROVED CRASH-TESTED END TREATMENT IS REQUIRED, USE THE END ANCHORAGE (FLARED) OR (NONFLARED) WITH 37 FT.-6 IN. LENGTH.
2. GRADING AND PAVING FOR THE 3J & 3K SHALL MATCH THE GRADING AND PAVING OF THE GUARDRAIL TO WHICH THEY ARE ATTACHED, AND SHALL BE IN ACCORDANCE WITH SHEET ONE OF THIS STANDARD. MAXIMUM FILL SLOPE SHALL BE 2:1.
3. THE RAIL IS NOT BOLTED TO THE CRT POST AT THE CENTER OF THE CURVE FOR THE 8 FT.-6 IN., 17 FT., AND 25 FT.-6 IN. RADII. PLATES SHALL CONFORM TO ASTM A 36, AND THE STRUCTURAL TUBING TO ASTM A 500.
4. THE 3/4IN. GALVANIZED WIRE ROPE (CABLE) SHALL CONFORM TO AASHTO M 30 TYPE II.
5. PLATES SHALL CONFORM TO ASTM A 36, AND STRUCTURAL TUBING TO ASTM A 500. WELDING SHALL MEET ALL REQUIREMENTS OF THE AMERICAN WELDING SOCIETY.
6. ALL STRUCTURAL STEEL SHALL BE GALVANIZED IN CONFORMANCE WITH ASTM A 123. POSTS SHALL NOT BE PUNCHED, DRILLED, CUT, OR WELDED AFTER GALVANIZING.
7. WHEN THE SOIL PLATE WELDED OPTION IS SELECTED, SOIL PLATE CONNECTION BOLT HOLES ARE NOT REQUIRED.
8. OUTSIDE NUT SHALL BE TORQUED AGAINST INSIDE NUT WITH THE CABLE INSTALLED TAUT BETWEEN THE ANCHOR PLATE AND FIRST POST.
9. ALL CURVED GUARDRAIL SHALL BE SHOP BENT.
10. SEE SHEET 5 FOR ANCHOR PLATE AND OTHER DETAILS.
11. THE STEEL TUBE MAY BE DRIVEN WITH WOOD POST INSERTED IF NO DAMAGE OCCURS TO THE POST OR BOLTS.

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MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES

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STANDARD PLAN NO. M-606-1

Standard Sheet No. 12 of 19

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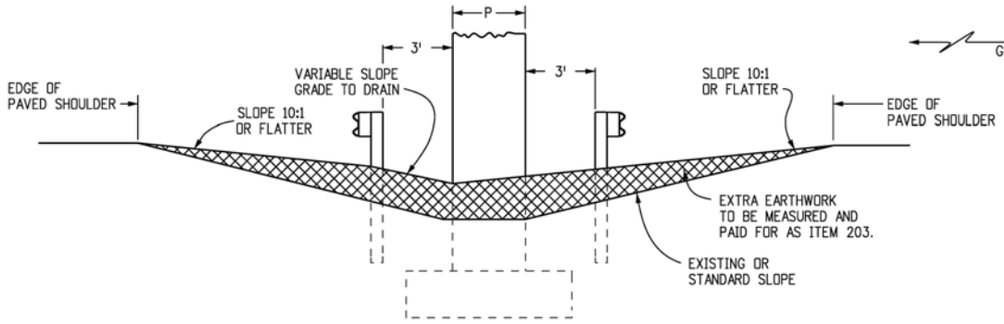
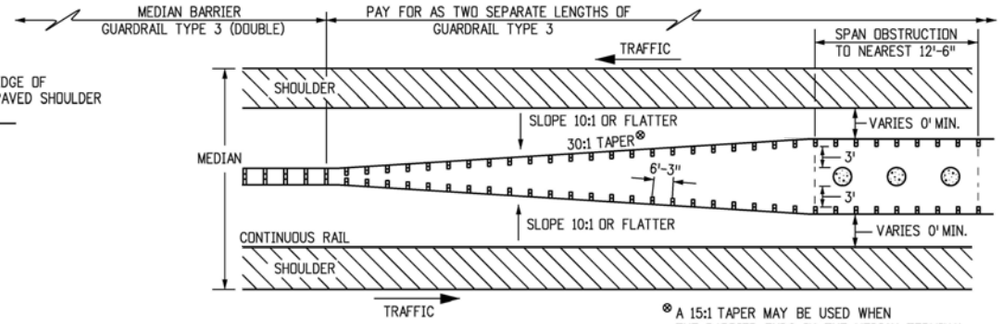
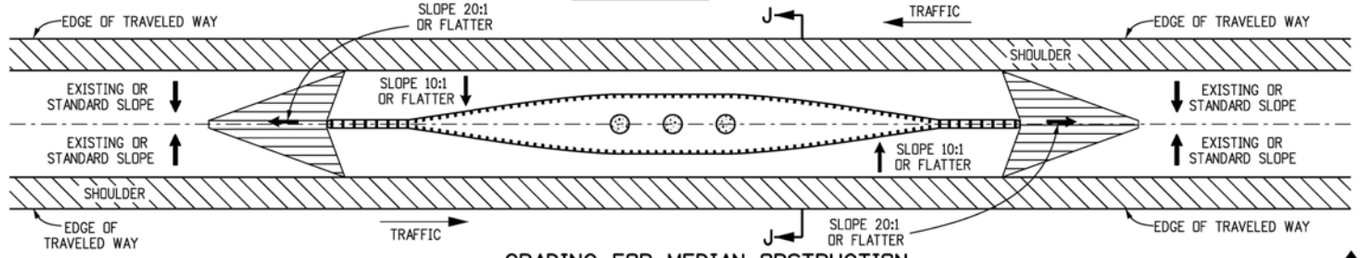


SECTION J-J

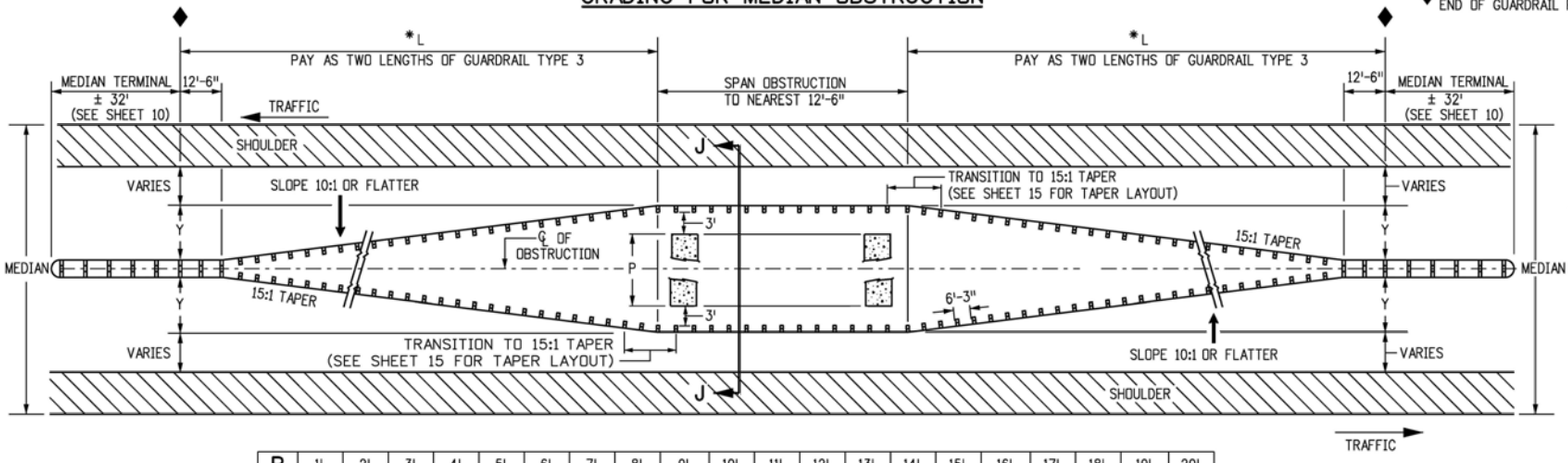


⊗ A 15:1 TAPER MAY BE USED WHEN THE BARRIER ENDS IN THE MEDIAN TERMINAL

OBSTRUCTION IN MEDIAN 30 FT. WIDE OR LESS



GRADING FOR MEDIAN OBSTRUCTION



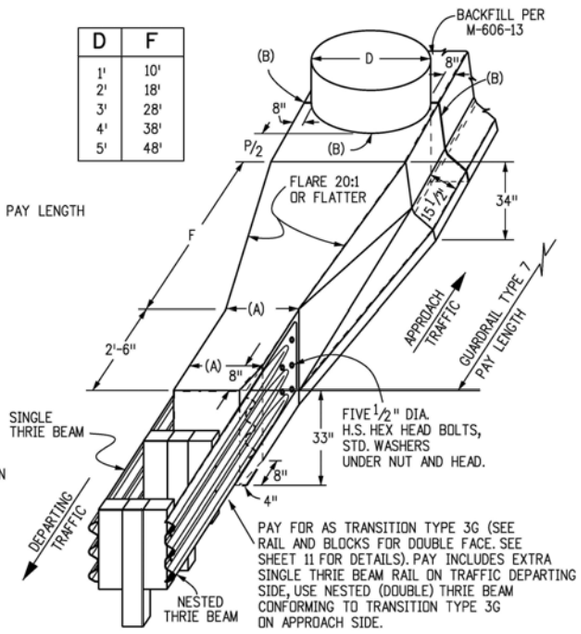
P	1'	2'	3'	4'	5'	6'	7'	8'	9'	10'	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'
Y	4'-1"	4'-7"	5'-1"	5'-7"	6'-1"	6'-7"	7'-1"	7'-7"	8'-1"	8'-7"	9'-1"	9'-7"	10'-1"	10'-7"	11'-1"	11'-7"	12'-1"	12'-7"	13'-1"	13'-7"
L	75'	87'-6"		100'	112'-6"		125'		137'-6"	150'		162'-6"		175'		187'-6"	200'		212'-6"	225'

*L IS MEASURED ALONG FACE OF GUARDRAIL

GUARDRAIL FOR OBSTRUCTION IN MEDIANS WIDER THAN 30 FT.

NOTE: FOR OBSTRUCTIONS (P) THAT ARE WIDER THAN 20 FT. IN MEDIANS USE SHEET 16.

D	F
1'	10'
2'	18'
3'	28'
4'	38'
5'	48'



PAY FOR AS TRANSITION TYPE 3G (SEE RAIL AND BLOCKS FOR DOUBLE FACE. SEE SHEET 11 FOR DETAILS). PAY INCLUDES EXTRA SINGLE THRIE BEAM RAIL ON TRAFFIC DEPARTING SIDE, USE NESTED (DOUBLE) THRIE BEAM CONFORMING TO TRANSITION TYPE 3G ON APPROACH SIDE.

(A). TIMBER POSTS 2 FT., STEEL POSTS 1 FT.-9½IN.

(B). ½ IN. PREFORMED JOINT MATERIAL

NARROW MEDIAN DETAIL

USUALLY LESS THAN 30 FT. WIDE MEDIAN WITH ALL PAVED SURFACE

OBSTRUCTIONS IN MEDIANS

Computer File Information		Sheet Revisions	
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Designer Initials: JBK	(R-X)		
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Detailer Initials: LTA	(R-X)		
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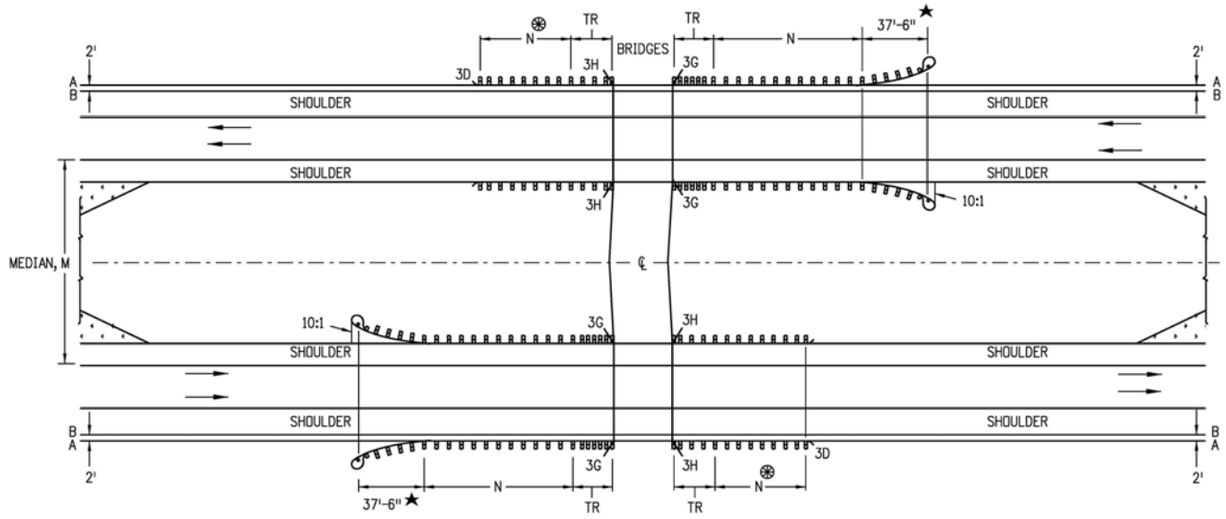
MIDWEST
GUARDRAIL SYSTEM (MGS)
TYPE 3 W-BEAM 31 INCHES

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-606-1
Standard Sheet No. 13 of 19
Project Sheet Number:



MULTILANE DIVIDED HIGHWAYS FOR STEEP EMBANKMENTS IN MEDIAN

NOTES

1. MEDIAN BARRIERS TANGENT TO THE ROADWAY MAY BE USED WHERE THE SHOULDER SLOPES IN THE MEDIAN ARE STEEP.
2. BARRIER LENGTHS SHALL BE INCREASED TO ACCOUNT FOR STEEP EMBANKMENTS OR OTHER HAZARDS WITHIN CLOSE PROXIMITY OF BRIDGES.

⊛ — DO NOT CONSTRUCT THE TR AND GUARDRAIL ON THE TRAILING BRIDGE ENDS IF SITE CONDITIONS DO NOT WARRANT THE USE OF GUARDRAIL.

N — SHOWN ON PLANS. LENGTH TO SHIELD ALL HAZARDS IS BASED ON GUARDRAIL'S LENGTH OF NEED COMPUTATION. SEE AASHTO ROADWAY DESIGN GUIDE. THE MINIMUM SHALL BE 12 FT. - 6 IN., WHERE SITE CONDITIONS ALLOW. THE TOTAL LENGTH OF NEED WILL INCLUDE THE LENGTH OF TRANSITION, THE LENGTH OF RAIL (N), AND ANY REDIRECTIVE LENGTH IN THE RAIL END TREATMENT.

TR — 25 FEET FOR TRANSITION TYPES 3G AND 3H.

A — EDGE OF 8 FT. OR 10 FT. SHOULDER.

B — EDGE OF 6 FT. OR LESS SHOULDER.

★ — END ANCHORAGE CAN BE FLARED OR NONFLARED.

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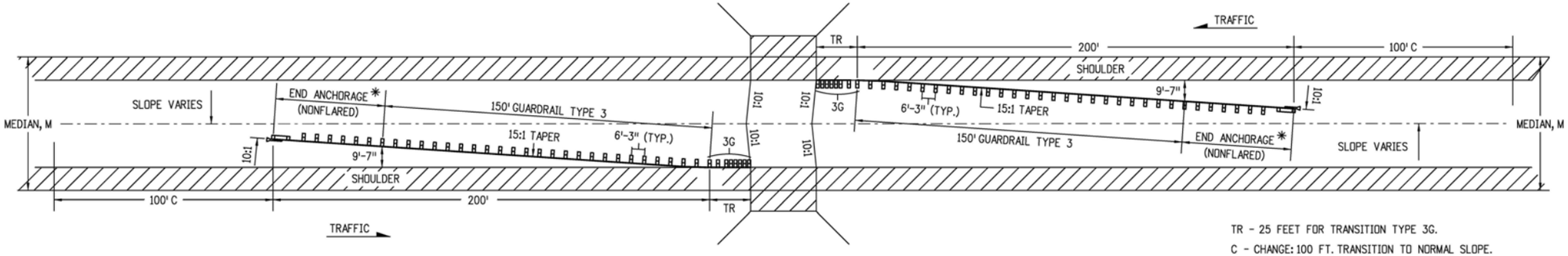
MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO. M-606-1

Standard Sheet No. 14 of 19

Project Sheet Number:



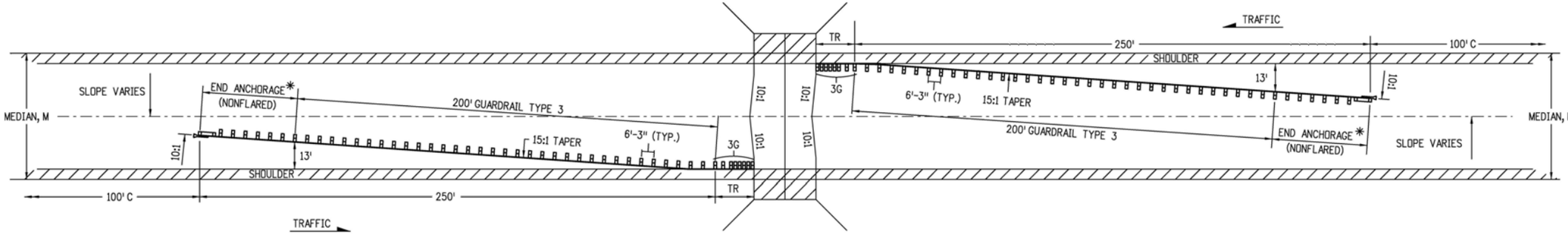
TR - 25 FEET FOR TRANSITION TYPE 3G.

C - CHANGE: 100 FT. TRANSITION TO NORMAL SLOPE.

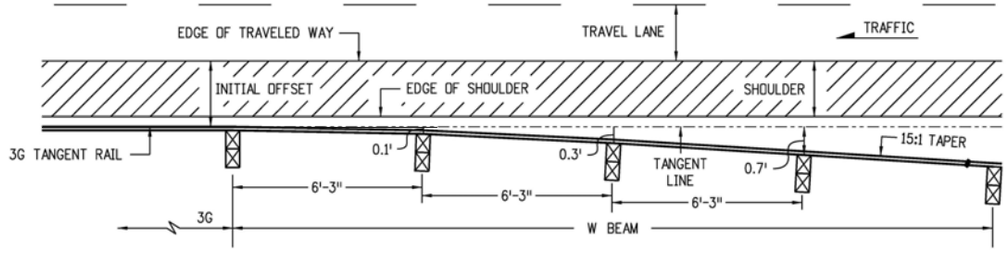
M - WIDTH OF MEDIAN.

MEDIANS 60 FT. AND OVER WITH 10 FT. OR WIDER SHOULDERS.

* END ANCHORAGE LENGTH AND FLARE RATES VARY BY DEVICE.
SEE MANUFACTUERER/SUPPLIER FOR INSTALLATION REQUIREMENTS.



MEDIANS 60 FT. AND OVER WITH 4 to 8 FT. SHOULDERS.



TRANSITION TO TYPICAL 15:1 TAPER

NOTES

1. GUARDRAIL TRANSITIONS FROM PARALLEL TO ROADWAY SHOULDER AT 3G SEGMENT TO 15:1 TAPER WITHIN 25 FEET BASED ON POST OFFSET DIMENSIONS SHOWN.
2. SEE SHEET 14 FOR THE RIGHT SHOULDER GUARDRAIL LAYOUT.

MULTILANE DIVIDED HIGHWAYS - (DEPRESSED MEDIANS, 60 FT. AND OVER WITH OPEN HAZARDS OR OBSTRUCTIONS)

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MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES

Issued by the Project Development Branch: July 31, 2019

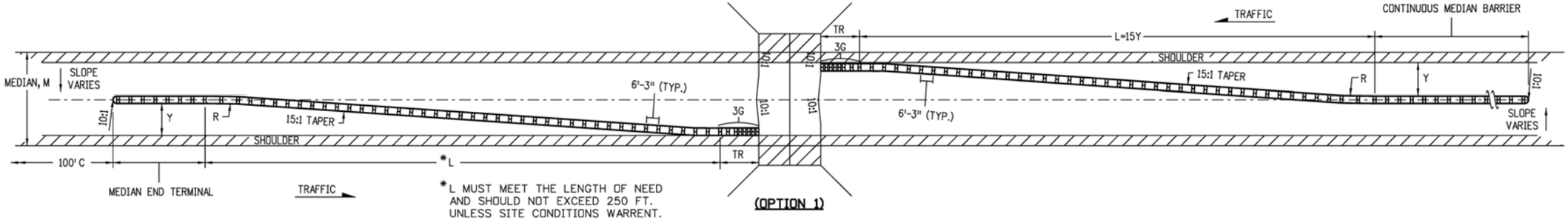
STANDARD PLAN NO. M-606-1

Standard Sheet No. 15 of 19

Project Sheet Number:

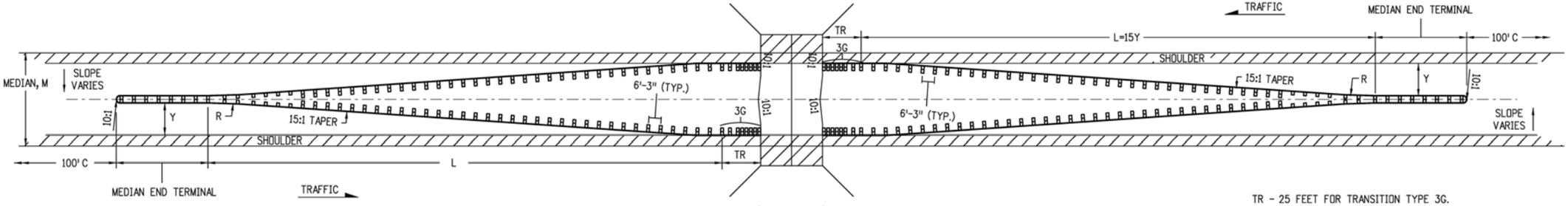
NOTES

1. GUARDRAIL TRANSITIONS FROM PARALLEL TO ROADWAY SHOULDER AT 3G SEGMENT TO 15:1 TAPER WITHIN 25 FEET BASED ON POST OFFSET DIMENSIONS SHOWN.
2. THE OPTION 1 LAYOUT SHALL BE USED WHEN "Y" EXCEEDS 16 FEET OR WHEN MEDIAN BARRIER IS CONTINUOUS.
3. THE OPTION 2 LAYOUT SHALL BE USED WHEN "Y" IS 16 FEET OR LESS.
4. SEE SHEET 14 FOR RIGHT SHOULDER GUARDRAIL LAYOUT.



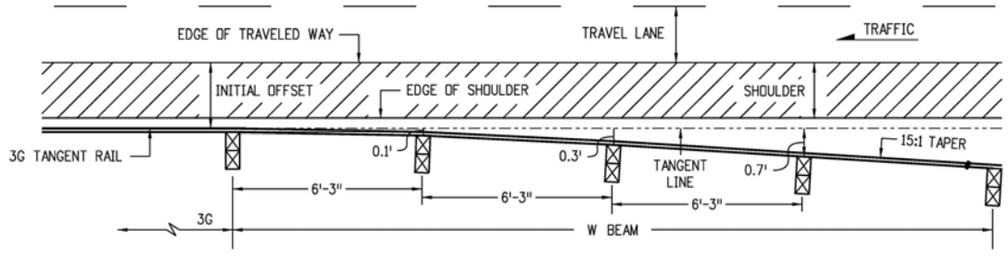
*L MUST MEET THE LENGTH OF NEED AND SHOULD NOT EXCEED 250 FT. UNLESS SITE CONDITIONS WARRENT.

(OPTION 1)



(OPTION 2)

TR - 25 FEET FOR TRANSITION TYPE 3G.
C - CHANGE: 100 FT. TRANSITION TO NORMAL SLOPE.
M - WIDTH OF MEDIAN.
L - TOTAL LENGTH PAID AS GUARDRAIL TYPE 3.
Y - FINAL OFFSET AT END.



TRANSITION TO TYPICAL 15:1 TAPER

MULTILANE DIVIDED HIGHWAYS - (DEPRESSED MEDIANS, 21 - 59 FT. WITH OPEN HAZARDS OR OBSTRUCTIONS)

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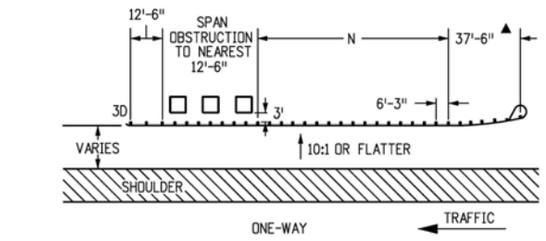
MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES

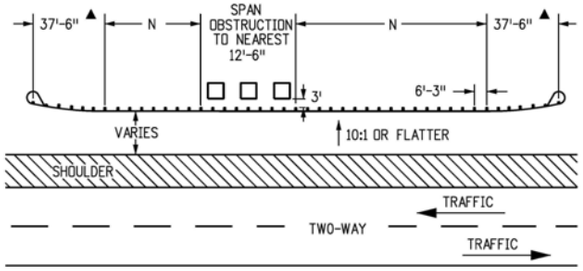
Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO. M-606-1

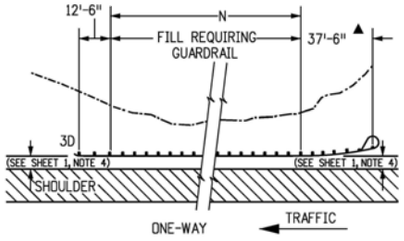
Standard Sheet No. 16 of 19

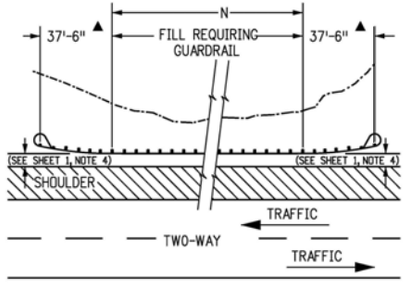
Project Sheet Number:



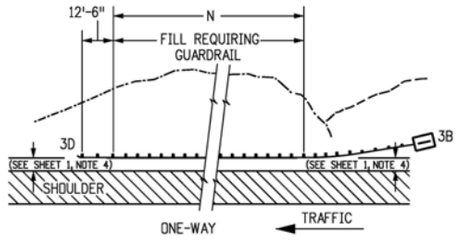


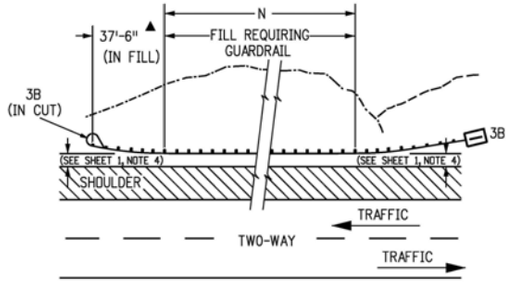
GUARDRAIL FOR ROADSIDE OBSTRUCTIONS





GUARDRAIL FOR ROADSIDE FILL CONSTRUCTION



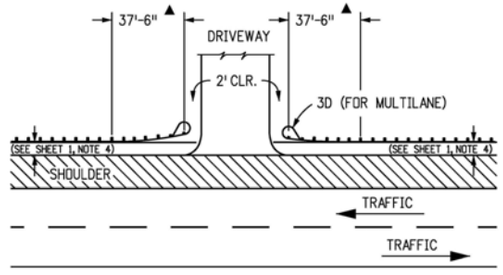


GUARDRAIL FOR ROADSIDE CUT-TO-FILL CONDITION

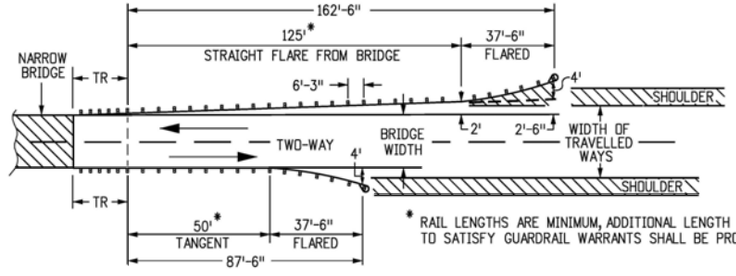
NOTES

1. A TYPE 3G OR 3H TRANSITION (SEE SHEET 11) SHALL BE USED TO CONNECT THE TYPE 3 W-BEAM TO A TYPE 9 CONCRETE BARRIER (SEE M-606-15) OR TO A TYPE 8 OR 10 BRIDGE RAIL.
2. "TR" SHALL BE 25 FEET FOR THE TRANSITION TYPES 3G AND 3H.
3. THE GUARDRAIL LENGTH DIMENSION "N" IS THE LENGTH AS DETERMINED BY THE LENGTH OF NEED COMPUTATION AND IS SHOWN ON THE PLANS. THE MINIMUM IS 12 FT.-6 IN. WHERE SITE CONDITIONS ALLOW. THE OVERALL REQUIRED LENGTH OF NEED CAN INCLUDE THE LENGTH OF TRANSITION, THE LENGTH OF RAIL (N), AND ANY REDIRECTIVE LENGTH IN THE RAIL END TREATMENT. A TRAVERSABLE SLOPE SHALL BE PROVIDED BEHIND THE TERMINAL TO DIMENSION "N" PRIOR TO THE OBSTRUCTION UNLESS OTHERWISE APPROVED BY THE ENGINEER.

▲ END ANCHORAGE CAN BE FLARED OR NONFLARED

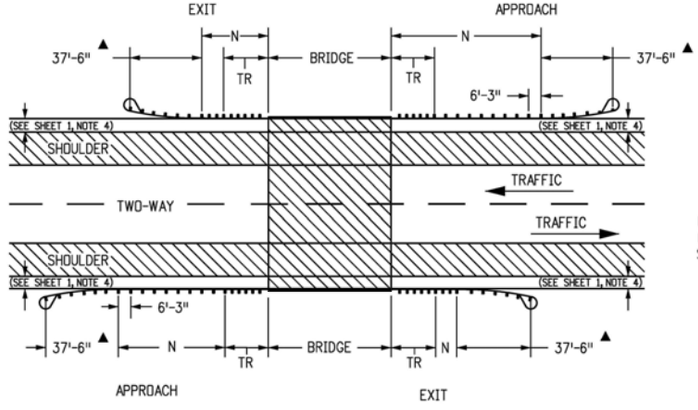


LAYOUT FOR DRIVEWAY APPROACH

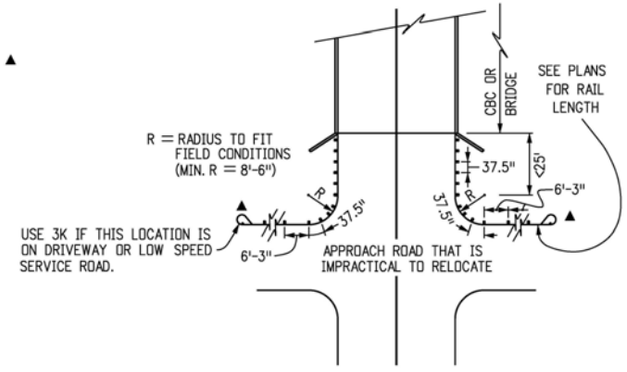


* RAIL LENGTHS ARE MINIMUM, ADDITIONAL LENGTH TO SATISFY GUARDRAIL WARRANTS SHALL BE PROVIDED

2-WAY NARROW APPLICATION



2-WAY NORMAL BRIDGE APPLICATION



GUARDRAIL TYPE 3 WITH BLOCKED OUT POSTS SPACED AT 3'-1½" FROM STRUCTURE AROUND CURVE.

INTERRUPTED STRUCTURE APPROACH

(USE TYPE 3J ON SHEET 12 WHEN PRACTICAL)

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MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES

Issued by the Project Development Branch: July 31, 2019

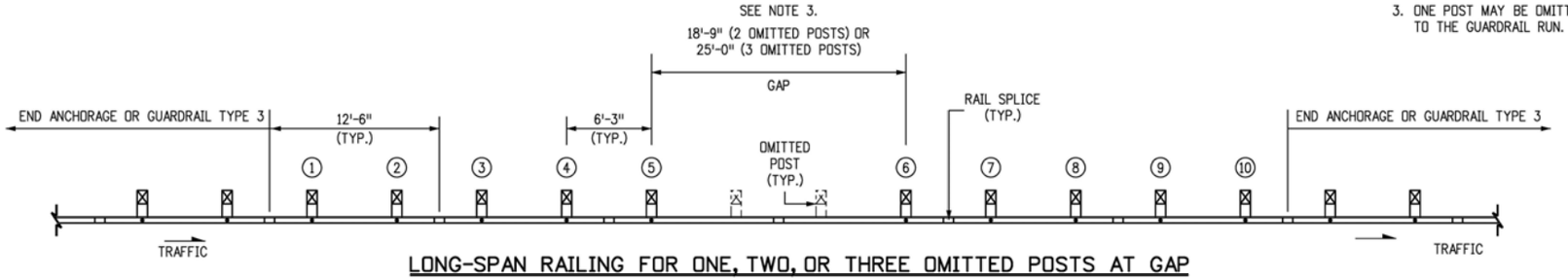
STANDARD PLAN NO. M-606-1

Standard Sheet No. 17 of 19

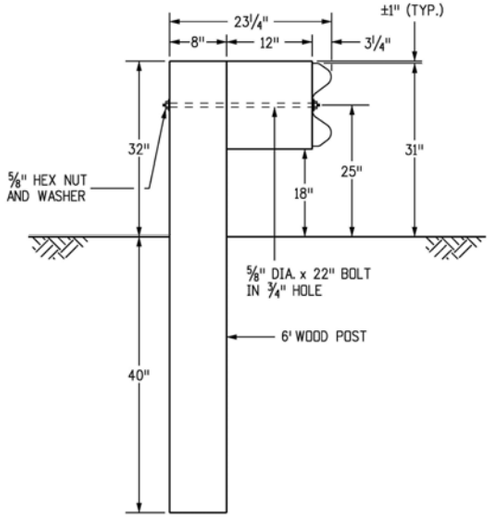
Project Sheet Number:

NOTES

1. POSTS ①, ②, ⑨, and ⑩ MAY BE TIMBER OR STEEL.
2. THE NUMBER OF OMITTED POSTS IS DEPENDENT ON THE LENGTH OF THE GAP.
3. ONE POST MAY BE OMITTED WITHOUT ANY MODIFICATION TO THE GUARDRAIL RUN.

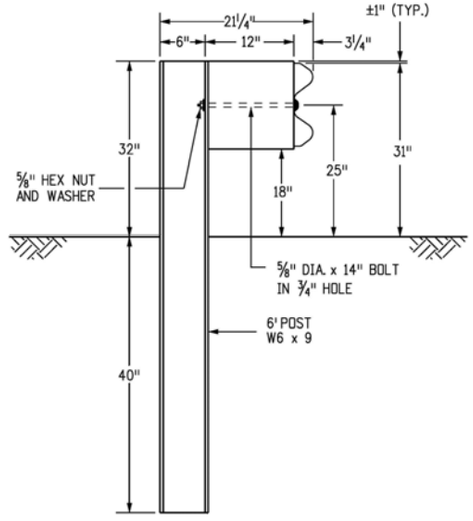


LONG-SPAN RAILING FOR ONE, TWO, OR THREE OMITTED POSTS AT GAP



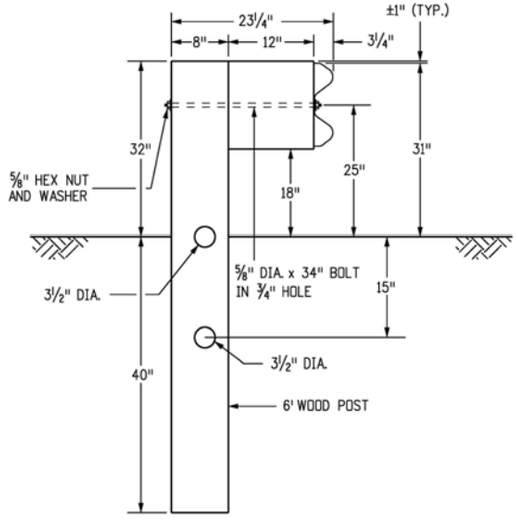
TIMBER POST

POSTS ①-② AND ⑨-⑩ (SEE NOTE 1)



STEEL POST

POSTS ①-② AND ⑨-⑩ (SEE NOTE 1)



BREAKWAY TIMBER POST

POSTS ③ - ⑧

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MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES

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STANDARD PLAN NO. M-606-1

Standard Sheet No. 18 of 19

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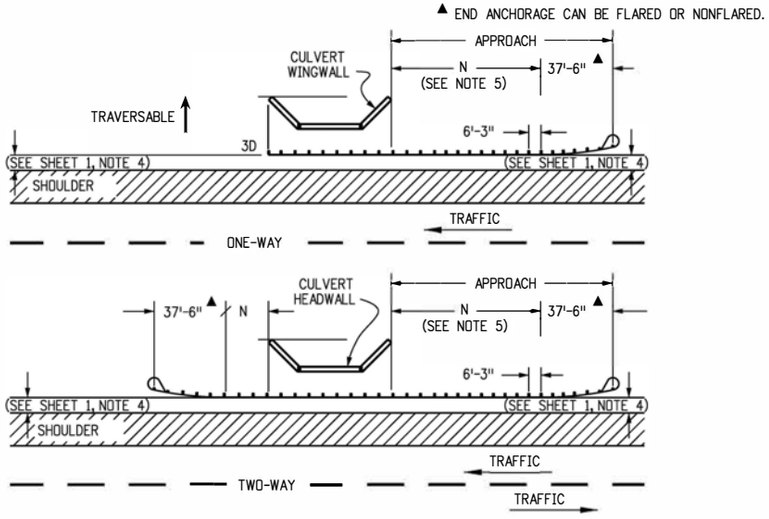
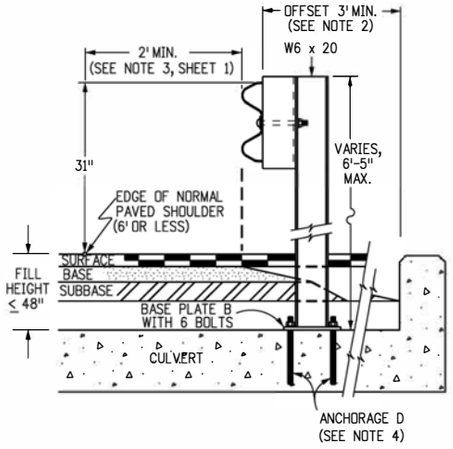
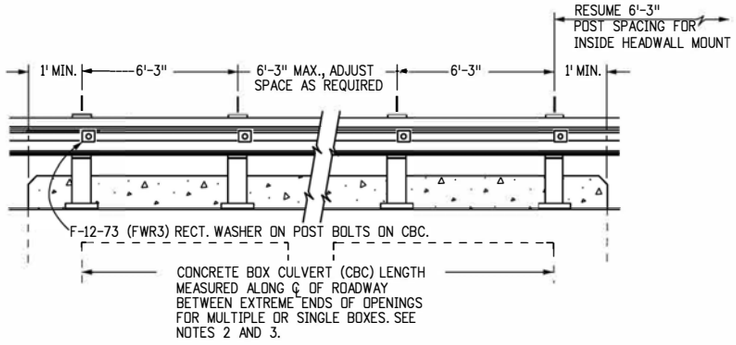


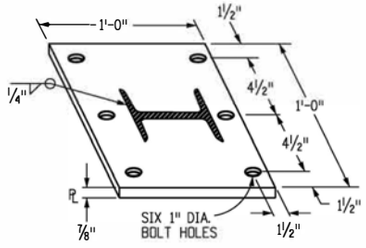
GUARDRAIL FOR CULVERTS



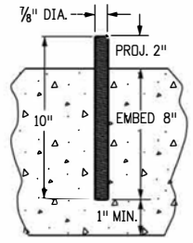
INSIDE MOUNT ON CBC



RAIL PLACEMENT FOR INSIDE MOUNT



BASE PLATE B
(FOR INSIDE MOUNT)



ANCHORAGE D
(FOR INSIDE MOUNT)

NOTES

1. LOCATION AND LENGTH OF MEDIAN GUARDRAIL APPROACHES TO CULVERTS WITH FULL HEADWALL AND WINGWALLS SHALL BE AS SHOWN FOR BRIDGES ON SHEET 15. THE GUARDRAIL TYPE 3 SHALL CONTINUE ACROSS THE CULVERT AS SHOWN ON THIS SHEET.
2. RIGHT SHOULDER BOX CULVERT TREATMENT IS SHOWN ON THIS SHEET FOR CULVERTS 20 FT. OR LESS IN LENGTH.
3. CONSTRUCTION AND PAYMENT FOR FILL HEIGHTS SHALL BE INCLUDED IN THE COST OF THE GUARDRAIL TYPE 3.
4. ANCHORAGE D: SIX BOLTS FOR BASE PLATE "B" WITH INSIDE MOUNT. THE BOLTS SHALL BE 7/8 IN. DIA X 10 IN. HIGH STRENGTH RODS THREADED FULL LENGTH AND ALL GALVANIZED. RODS SHALL BE CAST-IN-PLACE FOR NEW STRUCTURES. FOR EXISTING STRUCTURES, THE RODS SHALL BE INSTALLED IN 1-1/4 IN. DIA HOLES WITH NON-SHRINK GROUT OR EPOXY CONFORMING TO ASTM C 881. IF THE THICKNESS OF A CULVERT'S TOP PANEL REQUIRES BOLTS TO BE LESS THAN 10 IN. HIGH, THE BOLTS SHALL BE APPROVED BY THE ENGINEER.
5. THE GUARDRAIL LENGTH DIMENSION "N" IS THE LENGTH AS DETERMINED BY THE LENGTH OF NEED COMPUTATION AND IS SHOWN ON THE PLANS. THE MINIMUM IS 12 FT.-6 IN. WHERE SITE CONDITIONS ALLOW. THE OVERALL REQUIRED LENGTH OF NEED CAN INCLUDE THE LENGTH OF TRANSITION, THE LENGTH OF RAIL (N), AND ANY REDIRECTIVE LENGTH IN THE RAIL END TREATMENT.
6. ALL POSTS, BASE PLATES, AND ANCHOR BOLTS SHALL BE FABRICATED FROM ASTM A 36 STEEL. THE ABOVE MATERIAL, W-BEAM, AND ALL ANCHOR BOLTS AND MISCELLANEOUS BOLTS, NUTS,AND WASHERS SHALL BE GALVANIZED AFTER FABRICATION INACCORDANCE WITH SECTION 509. CONCRETE, REINFORCING STEEL, AND STRUCTURAL STEEL ELEMENTS SHALL BE IN ACCORDANCE WITH SECTIONS 601, 602, AND 509, RESPECTIVELY.
7. POST ANCHORS, ENCASED IN CONCRETE, SHALL BE ASTM A 36 STEEL, AND NEED NOT BE GALVANIZED.
8. PRIOR TO INSTALLATION OF GUARDRAIL ON CULVERTS, THREE SETS OF WORKING DRAWINGS WHICH COMPLY WITH THE REQUIREMENTS OF SECTION 105 SHALL BE SUBMITTED TO THE ENGINEER FOR INFORMATION ONLY.

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STANDARD PLAN NO. M-606-1

Standard Sheet No. 19 of 19

Project Sheet Number:

APPENDIX J

DEVELOPMENT IMPROVEMENTS AGREEMENT

This Development Improvements Agreement is entered into this _____ day of _____, 20___ between the Board of County Commissioners of Gunnison County, Colorado (herein the "County"), and (herein the "Permittee") as follows:

1. PURPOSE. The Permittee has submitted to the County the Permitte's application for a permit pursuant to the Gunnison County Standards and Specifications regarding _____ (herein the "Project"). The legal description of the Project is attached hereto and incorporated herein as Exhibit "A". As valuable and sufficient consideration for this Agreement, the County and the Permittee agree that approval of such application by the County is expressly conditioned on completion of the improvements described in paragraph 7, below (herein the "Improvements") to the specifications described herein and by the times specified herein. The County and the Permittee further agree that such Improvements are appropriate and necessary requirements to be required by the County, and to be performed by the Permittee and which Permittee shall perform. The County and Permittee further agree that an agreement guaranteeing the Permittee's performance secured by suitable security to protect the interests of the County, and the public in the amount set forth herein is an appropriate condition to the County's approval of such permit. The parties have entered into this agreement to memorialize such understandings and agreements. The relationship of the parties to this Agreement is contractual; Permittee is an independent contractor and is not an agent of the County.

2. DEVELOPER BOUND. The Permittee agrees to accept and be bound by the terms and conditions of the County's issuance of its approval of the Permit and the terms and conditions of this agreement. Permittee accepts the County's review and permitting authority; process and performance of same in connection with the permit as legal and valid and waives any defect therein.

3. CONSTRUCTION.
   A. The Permittee agrees to complete construction of the Improvements within the Project in the locations set forth on the plans attached hereto as Exhibit __, and in accordance with the specifications thereof by not later than _____, 200__, acts of God and any cause beyond the reasonable control of the Permittee excepted, including without limitation labor disputes, laws, regulations, or orders of any governmental entity, orders of court, inability to obtain any required authorization, act of war or donations arising out of or attributable to war, riot, civil strike, insurrection or rebellion, fire, explosion, earthquake, storm, flood or other adverse weather condition, delay or failure by suppliers or material men, contractors, or subcontractors, shortage of or inability to obtain labor, supplies or materials.
   B. The completion deadline set forth in this paragraph 3 may be extended by the County in its sole discretion upon written request of Permittee if the County determines that: (1) such extension of time will not operate to the detriment of the County, the public or the owners of property within the Project; and (2) the County's security is adequate to ensure full performance by Permittee by the extended completion date; and (3) that such an extension would not be in conflict with the conditions of the approved Permit. The County may require Permittee to provide, at Permittee's cost, supplemental estimates by Permittee's engineer of the costs of completion and to provide additional security as a prerequisite to its extension of any completion date. Any extended completion date granted by the County hereunder may be further extended in like manner.
   C. Each contract entered into by Permittee for construction of the Improvements shall provide that the County is a third party beneficiary with all rights to enforce such contracts in place of Permittee in the event of a default by Permittee. Permittee shall provide to County a copy of each such contract upon its execution.

4. ESTIMATED COST. The total cost of the Improvements to be constructed by the Permittee is estimated currently to be $ plus a contingency amount.

5. SECURITY. In order to secure of obligations of the Permittee herein, the Permittee and the County agree that the Permittee shall, at Permittee's sole cost, and before starting work on any phase of the Project or Improvements, and before conveying any portion of the Project, obtain and provide to the County a bond, and irrevocable letter of credit or other performance guarantee in a form and content satisfactory to the County to the benefit of the county in the amount of $_____ which is 124 percent of the currently estimated cost of the Improvements to include a reasonable contingency amount.

If the contract(s) provided to the County pursuant to paragraph 3C indicate a substantially different total cost than estimated in paragraph 4, the amount of security may be increased or decrease. For the purposes of this paragraph 5, substantial is defined as 10 percent or more.

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

6. CERTIFICATION.
   A. Not later than _____, 200__, a registered Colorado engineer retained by the Permittee at it s expense shall certify to the County whether the Permittee's construction obligations regarding Improvements under this agreement have been fully and faithfully performed according to design and time specifications. Upon receipt of such certification and a complete copy of as built specifications and drawings, the County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of the County. Permittee agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until Permittee's engineer and the County's representative have had reasonable opportunity to inspect such Improvements.
   B. Not later than _____, 200__, Permittee shall provide to the County Attorney a sworn affidavit, signed by the Permittee's authorized representative, that the Improvements completed have been paid for, in full, by the Permittee. The Permittee shall be responsible for the information so provided. Said written certification will be reviewed by the County, but the County shall have no responsibility or liability to any part regarding the veracity of the information so provided.

7. SCOPE OF WORK.
   A. The scope of work to be done by the Permittee shall include, but not be limited to: 7.1 (Fill in applicable details)
   B. The conditions of this agreement and the permit are such that if the obligations hereunder of the Permittee are well, truly, faithfully and timely performed by Permittee, inspected and certified to by the Permittee's engineer, and such performance is accepted by the County in the County's sole discretion, the Permittee's obligations to the County under this agreement except as set forth in 7C below shall be at an end; otherwise such conditions and obligations shall remain in full force and effect.
   C. For a period of one year from and after the acceptance of all of the work described in paragraph 7A, above, Permittee shall, at its own expense, make all needed repairs and replacements to such work as shall, in the County's reasonable opinion, become necessary. The County shall have the right to retain up to $_____ of the security for up to one year following the acceptance of all of the work described in paragraph 7A. above, as security to ensure such repair and replacement.

8. PARTIAL RELEASE OF SECURITY.
   A. The County recognizes that as work proceeds upon the Improvements, the County's need or security shall be reduced. Accordingly, the County agrees to a reasonable partial release of the security to be delivered to the County pursuant to paragraph 5 hereof upon receipt of a written certification, by Permittee's engineer, stating the estimated cost of remaining completion, in which event the County shall retain security equal to 125 percent of such estimated cost of remaining completion plus 20 percent of the original estimated cost of the Improvements and shall release the balance of all security held by the County.
   B. Upon Permittee's entering into a contract or contracts for construction of improvements hereunder, Permittee and County may negotiate an addendum to this Agreement setting forth such reasonable schedule for partial releases of the security in accordance with the anticipated construction schedule. In such circumstance, the County shall designate and authorize the County Manager, Director of Public Works or County Attorney to make the partial release(s) hereunder after consultation with appropriate County staff.

9. PERMITTEES' DEFAULT. In the event of any default hereunder by the Permittee, the County shall give notice to the Permittee specifying the nature of such default, which notice shall be given by facsimile transmission or by certified mail with return receipt requested addressed to the Permittee at _____. In the event the Permittee does not remedy such default to the satisfaction of the County within 14 days following such notice, the County may elect, in its discretion to exercise all remedies available to it, including but not limited to:

   9.1 To specifically enforce the terms and conditions of this agreement;
   9.2 To draw upon or otherwise obtain the benefit of the security;
   9.3 To exercise any other rights and obtain any other remedies provided by law;
   9.4 To obtain from the Permittee either an extension of the County's security hereunder to guarantee the completion of the improvements only on the conditions (1) that suitable additional security is provided the County to guarantee the construction of said Improvements within the new time period determined by the County, and (2) that the County determines that it would not be detrimental to the interest of the County, the public or the owners

of property within the Project to allow such extension (3) that the County determines that it would not be in conflict with the conditions of the approved Permit.

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

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

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

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

14. LITIGATION. Nothing contained herein shall prevent either party from obtaining a judicial determination of the violation of its rights hereunder; provided however, that written notice to the other party advising the other party of the alleged violation, and advising that in the event the matter is not resolved by the parties within 14 days thereafter, shall be a condition precedent to the commencement of any litigation.

15. TIME OF ESSENCE. It is mutually agreed that time of performance is an essential part of this agreement and that all terms, covenants and conditions herein shall extend to and become obligatory upon the successors and assigns of the respective parties hereto.

VENUE AND CHOICE OF LAW. This agreement is entered into in Gunnison County, Colorado and it I agreed that the exclusive jurisdiction and venue of any action pertaining to the interpretation or enforcement of this agreement shall be in the District Court of Gunnison County, Colorado. The exclusive choice of law pertaining to this transaction shall be that of the State of Colorado without giving effect to Colorado choice of law principles.

17. SEVERABILITY. If any term or provision of this agreement shall be invalid or unenforceable, the remainder of this agreement and the terms and provisions thereof shall not be affected thereby and all other terms and provisions of the agreement shall be valid and enforceable to the full extent permitted by law.

18. ATTORNEYS' FEES. If any action is brought in a court of law by either party to this agreement as to the enforcement, interpretation or construction of this agreement or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees as well as all cost incurred in the prosecution of defense of such action.

19. HOLD HARMLES CLAUSE. The Permittee shall indemnify, defend and hold harmless the County, its officials, employees and agents from and against liability for damages, injury or death which may arise from the direct or indirect operations of the owner, Permittee, contractors or subcontractors, which relate to the Project.

20. ENTIRE AGREEMENT. This agreement contains the entire and only agreement between the parties regarding development improvements, and no oral statements or representations not contained in this agreement shall be of any force and effect between the parties. This agreement shall not be modified or amended in any manner except by written instrument executed by the parties.

21. BINDING AGREEMENT. This agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

22. NOTICE. All notices and other communications required or permitted under this Agreement shall be in writing and shall be, as determined by the person giving such notice, either hand delivered, mailed by registered or certified mail, return receipt requested or by telecopier or telegraphic communication to the required party at the following addresses:

COUNTY: Board of County Commissioners
200 East Virginia
Gunnison, CO 81230 Telecopier: (970) 641-3061

DEVELOPER: (Name, Address, Etc.)

IN WHEREOF the parties have executed this agreement the date first above written.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON COUNTY

Attest: _____ By: _____
County Clerk Chairperson or Designee

DEVELOPER

By: _____

STATE OF COLORADO)
)
COUNTY OF)

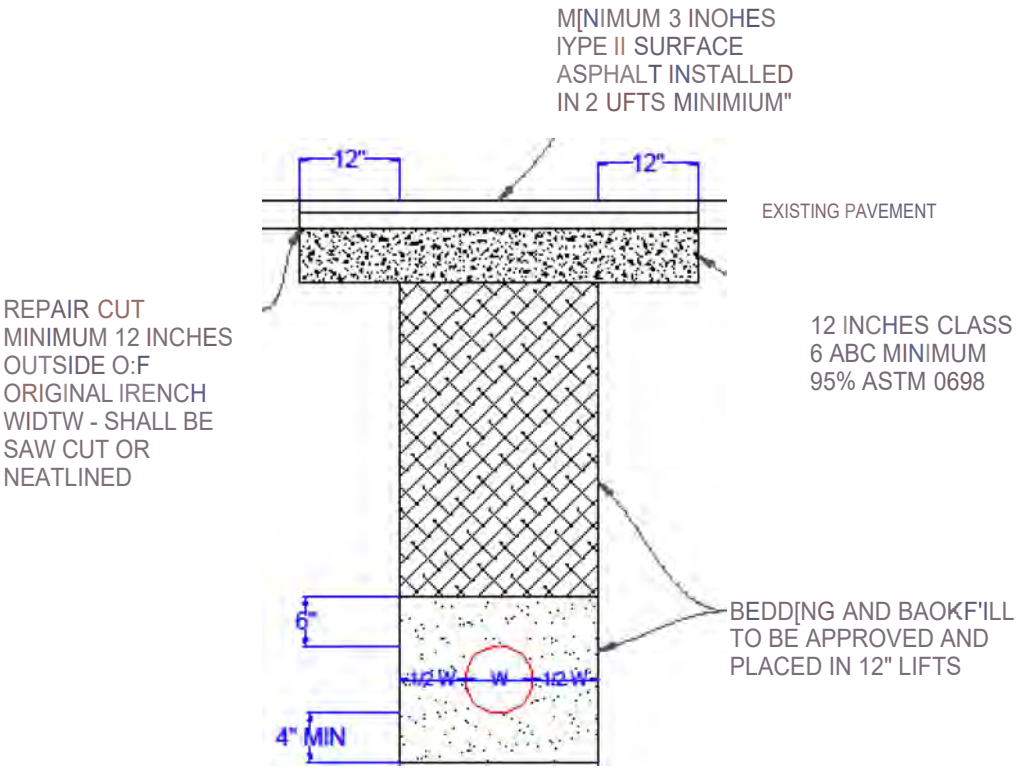
The foregoing instrument was acknowledged before me this _____ day of _____, 20___.
By _____.

My commission expires: _____
Witness my hand and official seal.

_____
Notary Public
Address:

FIGURE 4-1

TYPICAL ROAD CUT RESTORATION AND BACKFILL



"NOTES
1. SAW CUT SHALL BE FUil. [H>'IJ-1 OF EXISTING PAVEMB!fT SECTION.
2. TYPE I SI.RFAOE ASPI-W..T LIFTS 1:IW.I. BE AOJUSTED ACCORDINGLY.

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