

**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING AGENDA**

**DATE:** Tuesday, February 3, 2026

**Page 1 of 2**

**PLACE:** Board of County Commissioners' Meeting Room at the Gunnison County Courthouse  
(REMOTE OPTION BELOW)

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:**

8:30 am

- Call to Order
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Alcohol Beverage License #03-15949; The Wooden Spoon LLC dba The Wooden Spoon; 3/7/2026 to 3/7/2027
  2. Special Event Liquor Permit 1-2026; Crested Butte Mountain Educational Radio Inc.; 3/9/2026 & 3/10/2026 from 3:00 pm to 11:00 pm
- Adjourn

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:**

8:32 am

- Call to Order; Agenda Review
- Minutes Approval
  1. January 20, 2026 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; Bureau of Land Management (BLM); Regular and Alternate; Jon Kaminsky & Brian Brown; 2/1/2026 to 2/1/2028
  2. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Gunnison County Stockgrowers' Association; Regular and Alternate; John Scott & Paul Mowery; 2/1/2026 to 2/1/2028
  3. Acknowledgment of Appointment; Sustainable Tourism and Outdoor Recreation Committee (STOR); City of Gunnison; Audrey Zahradka; Remainder of term ending 2/1/2027
  4. Professional Services Agreement; Mead & Hunt, Inc.; Public Works; 2/3/2026 renewed monthly until terminated; \$287,800
  5. Agreement for Consulting Services; Gunnison Conservation District; Community and Economic Development; 1/1/2026 to 12/31/2026; \$12,000
  6. Subcontractor Agreement; Gunnison Valley Health; Jail Based Behavioral Services (JBBS); Sheriff's Department; 1/1/2026 to 12/31/2026; \$79,782.50
  7. Grant Application; Low Income Senior Dental Grant; Health and Human Services; \$3000
  8. Emergency and On-Call Water and Wastewater Services Trade Contractor Agreement; Crested Butte Water Systems LLC; Public Works; 2/3/2026 to 2/3/2027
  9. Credit Application; Master Rental & Sales Agreement; Rain for Rent; Public Works
  10. Ratification; Waiving of Section 4a from Resolution 2024-13, A Resolution Establishing and Amending the Policy for Appointments to Boards and Commissions Managed by Gunnison County and Other Organizations
  11. Stop Loss Insurance Application; HHC Life Insurance Company; Human Resources; 1/1/2026 to 12/31/2026
  12. Sustainable Tourism and Outdoor Recreation Committee (STOR) Charter Amendment
  13. Correspondence; Letter to Governor Polis, Senate President Coleman and Speaker McCluskie regarding unfunded or underfunded mandates

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are video recorded and **ACTION MAY BE TAKEN ON ANY ITEM**. Work Sessions are also video recorded and formal action cannot be taken. For further information, contact the County Administration office at 970-641-0248. If special accommodations are necessary per ADA, contact 970-641-0248 prior to the meeting.*

**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING AGENDA**

**DATE:** Tuesday, February 3, 2026

**Page 2 of 2**

**PLACE:** Board of County Commissioners' Meeting Room at the Gunnison County Courthouse  
**(REMOTE OPTION BELOW)**

14. Colorado Counties Casualty and Property Pool Agreement for Partially Self-Funded Program Gunnison SF County; Finance; 1/1/2026 to 12/31/2026; \$668,484

8:35 am

- County Manager's Reports

8:40 am

- Land Use Change Applications
  1. Lot Cluster; LUC-25-00044; Affinati
  2. Townhome Plat; LUC-25-00048; O'Neal

8:50 am

- Potential Upcoming Legislation Discussion

9:20 am

- **Unscheduled Public Comment:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- **Executive Session,** pursuant to C.R.S. § 24-6-402(4)(b): Conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to property claims or rights for real property located in Gunnison County, Colorado
- 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**

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

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Kathy Simillion, County Clerk

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Wooden Spoon LLC DBA the Wooden Spoon

**Fiscal Impact:**

**Submitted by:** Kathy Simillion, County Clerk

**Submitter's Email Address:** ksimillion@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/23/26

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/23/2026

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026

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**GUNNISON COUNTY**

**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

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

**TAVERN LICENSE**

**ALCOHOL BEVERAGE LICENSE #03-15949**

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

**THE WOODEN SPOON LLC DBA THE WOODEN SPOON  
228 ELCHO AVENUE  
CRESTED BUTTE, COLORADO 81224**

Fee \$100.00

Effective Dates: 03.07.2026 - 03.07.2027

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

*Kathy Simillion 1-20-26*

Gunnison County Clerk

Date

Board of County Commissioners Date

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1707 Cole Blvd, Suite 300  
Lakewood, CO 80401

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

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-15949</b>	License Expires at Midnight <b>March 07, 2027</b>
License Type <b>TAVERN (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 1/20/2026 HK

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Heidi Humphreys*

Heidi Humphreys, Executive Director

DR 8400 (02/16/24)  
**COLORADO DEPARTMENT OF REVENUE**  
 Liquor Enforcement Division  
 PO BOX 17087  
 Denver CO 80217-0087  
 (303) 205-2300

Submit to Local Licensing Authority

**THE WOODEN SPOON**  
**200 ANDERSON DRIVE**  
**Crested Butte CO 81224**

**received**  
 1-13-2024

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$750<sup>00</sup></b>

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

### Retail Liquor License Renewal Application

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

**Note that the Division will not accept cash.**

Paid by check  
 Paid Online

Uploaded to MoveIt on Date

Licensee Name

THE WOODEN SPOON LLC

Doing Business As Name (DBA)

THE WOODEN SPOON

Liquor License Number

03-15949

License Type

Tavern (county)

Sales Tax License Number

95015488

Expiration Date

03/07/2026

Due Date

01/21/2026

#### Business Address

Street Address

228 ELCHO AVENUE

Phone Number

9709017098

City, State, ZIP Code

Crested Butte CO 81224

#### Mailing Address

Street Address

200 ANDERSON DRIVE

City, State, ZIP Code

Crested Butte CO 81224

Email

Woodn Spoon Country Store @ Gmail.com

Operating Manager

Fletcher Hawk

Date of Birth

9/20/84

**Home Address**

Street Address		Phone Number
200 Anderson Dr		970 901 7098
City	State	ZIP Code
Clifton Butte	CO	81224

1. Do you have legal possession of the premises at the street address?.....  Yes  No

Are the premises owned or rented?  Owned  Rented\*

\*If rented, expiration date of lease  
[ ]

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?.....  Yes  No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?.....  Yes  No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

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

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

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

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?.....  Yes  No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

*Suspended Colorado Liquor Sting. employee sold to a Underage Sting operation 30 day suspension Has been satisfied and cleared*

If yes, attach a detailed explanation.

**Affirmation & Consent**

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

Type or Print Name of Applicant/Authorized Agent of Business

*Fletcher Hawk*

Title

*Owner*

Signature

*[Signature]*

Date (MM/DD/YY)

*1/1/26*

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

*Gunnison County*

Title

*Gunnison County Clerk*

Signature

*Kathy Semelro*

Attest

*[Signature]*

Date (MM/DD/YY)

*1/13/2026*

Name (Individual/Business)

The Wooden Spoon LLC

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

970 901 7098

Business/Work Phone Number

970 349 2787

Street Address

228 Elcho Ave

City

Crested Butte

State

CO

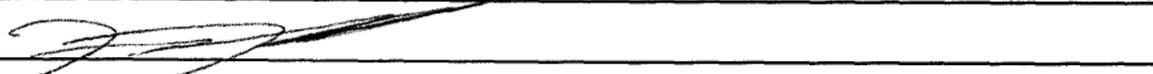
ZIP Code

81224

Printed name of person signing on behalf of the Applicant/Licensee

Fletcher Hawk

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed



12/30/24

**Privacy Act Statement**

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Special Event Liquor Permit 1-2026; Crested Butte

---

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Kathy Simillion, County Clerk

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Crested Butte Mountain educational Radio Inc

**Fiscal Impact:**

**Submitted by:** Kathy Simillion, County Clerk

**Submitter's Email Address:** ksimillion@gunnisoncounty.org

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/27/26

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/27/2026

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026

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THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

SPECIAL EVENT LIQUOR PERMIT 1-2026

to sell/serve malt, vinous, and spirituous liquor for on-premises  
consumption at 1599-501 Peanut Lake Rd., Crested Butte, Colorado.

CRESTED BUTTE MOUNTAIN EDUCATIONAL RADIO INC.  
PO BOX 308  
CRESTED BUTTE, COLORADO 81224

Fee \$100.00

Effective: 03.09.2026 & 03.10.2026 from 3:00 p.m. to 11:00 p.m.

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

A handwritten signature in cursive script that reads "Kathy Simillion".

\_\_\_\_\_  
Gunnison County Clerk

Kathy Simillion

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of County Commissioners Date

# Application for a Special Events Permit

received  
1-23-2026

Liquor Permit Number (Do Not Fill Out)

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

- Social       Athletic       Philanthropic Institution  
 Fraternal       Chartered Branch, Lodge or Chapter       Political Candidate  
 Patriotic       National Organization or Society       Municipality Owned Arts Facilities  
 Political       Religious Institution       Chamber of Commerce

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

- 2110       Malt, Vinous And Spirituous Liquor      \$25.00 Per Day  
2170       Fermented Malt Beverage      \$10.00 Per Day

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

Crested Butte Mountain Educational Radio Inc

74-2325285

Mailing Address of Organization or Political Candidate

PO Box 308

City

State      ZIP Code

Crested Butte

CO

81224

Address of Place to Have Special Event

CB Nordic Center, Yurt at Magic Meadows, 1599-501 Peanut Lake Road

City

State      ZIP Code

Crested Butte

CO

81224

Authorized Representative of Qualifying Organization or Political Candidate

**Tyler Lucas** Tyler Lucas

Date of Birth (MM/DD/YY)

Phone Number

09/08/82

720-201-9333

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

PO Box 2367

City

State      ZIP Code

Crested Butte

CO

81224

Event Manager

Tyler Lucas

Date of Birth (MM/DD/YY)

Phone Number

9/8/82

720-201-9333

Event Manager Home Address

PO Box 2367

City

State

ZIP Code

Crested Butte

CO

81224

Email Address of Event Manager

tyler@kbut.org

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

Yes  No

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

No  Yes, How many days?

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

No  Yes, License Number

052938400002

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

Yes  No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

Yes  No

6. For Chambers of Commerce - Please list all members participating in the SEP.

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

Date	3/9/26		Date		
From:	3:00 PM	To:	11:00 PM	From:	

Date	3/10/26		Date		
From:	3:00 PM	To:	11:00 PM	From:	

Date			Date		
From:		To:		From:	

Date			Date		
From:		To:		From:	

Date			Date		
From:		To:		From:	

Date			Date		
From:		To:		From:	

Date			Date		
From:		To:		From:	

Date			Date		
From:		To:		From:	

# Oath of Applicant

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

Title

Director of Development

Signature

*T. J. Lucas*

Date (MM/DD/YY)

01/22/26

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

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

**Therefore, this Application is Approved.**

Local Licensing Authority (City or County)

Gunnison County Clerk *Hatty Simillion*  City  County

Telephone Number of City/County Clerk

970-641-7641

Title

County Clerk

Signature

*Hatty Simillion*

Date (MM/DD/YY)

1-23-2026

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

## Liability Information

License Account Number

Liability Date

State

Total

-750 (999) \$ .00

# Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- Appropriate fee.
  - Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
  - Copy of deed, lease, or written permission of owner for use of the premises.
  - Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
  - If not incorporated, a NONPROFIT charter; or
  - If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.
- 
- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
  - Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
  - State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
  - Check payable to the Colorado Department Of Revenue

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## Qualifications for Special Events Permit

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(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

CRESTED BUTTE MOUNTAIN EDUCATIONAL RADIO, INC.

is a

Nonprofit Corporation

formed or registered on 01/23/1984 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871554227 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/21/2026 that have been posted, and by documents delivered to this office electronically through 01/22/2026 @ 16:08:00 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/22/2026 @ 16:08:00 in accordance with applicable law. This certificate is assigned Confirmation Number 18112913 .



*Jena Griswold*

Secretary of State of the State of Colorado

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

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



## Business Partner Agreement 2025 - 2026

THIS SPONSORSHIP AGREEMENT ("Agreement") is entered into this 22nd day of July 2025, by and between Crested Butte Nordic Council, Inc., a Colorado not-for-profit corporation ("CBNC") and KBUT (collectively, the "Parties").

### AGREEMENT

#### KBUT will provide:

- NPR Underwriting - 5x/week, run of schedule
- Local DJ Underwriting - 3x/week, run of schedule
- Additional Event Mentions will be included on an as-needed basis
- Alley Loop support (use of sound system) - January 31, 2026

#### CBNC will provide:

- Yurt Private Event (\$2000 value) - March 9, 2026 and March 10, 2026
- 6 passes @ \$300 (\$1800 value)
- When event mentions are included, CB Nordic will provide event sponsorship placements for KBUT

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#### KBUT

Signature:   
Tyler Lucas (Jul 22, 2025 17:40 MDT)

Name: Tyler Lucas

Title: Director of Development and Underwriting

Date: 07/22/25

#### CRESTED BUTTE NORDIC COUNCIL

Signature: 

Name: Kylie Collins

Title: Development, Marketing, and  
Communications Director

Date: July 22, 2025

# KBUT - Business Partner Agreement

Final Audit Report

2025-07-22

Created:	2025-07-22
By:	Kylie Collins (kylie@cbnordic.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdvKz6SwJZS8q-MfTKerVUxIHFY8Uk10H

## "KBUT - Business Partner Agreement" History

-  Document created by Kylie Collins (kylie@cbnordic.org)  
2025-07-22 - 11:53:04 AM GMT- IP address: 216.147.121.237
-  Document emailed to Tyler Lucas (tyler@kbut.org) for signature  
2025-07-22 - 11:53:07 AM GMT
-  Email viewed by Tyler Lucas (tyler@kbut.org)  
2025-07-22 - 1:36:52 PM GMT- IP address: 104.28.50.162
-  Document e-signed by Tyler Lucas (tyler@kbut.org)  
Signature Date: 2025-07-22 - 11:40:37 PM GMT - Time Source: server- IP address: 204.144.182.70
-  Agreement completed.  
2025-07-22 - 11:40:37 PM GMT



AGENCY CUSTOMER ID: 00035532

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY Moody-Valley Insurance Agency, Inc.		NAMED INSURED Crested Butte Mountain Educational Radio, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

**CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS**

Cyber Suite Coverage Acuity Insurance policy #X11273 Limit \$1,000,000 per claim, \$1,000,000 aggregate eff 2/20/2025-2/20/2026.

Crime/Fidelity Coverage Acuity Insurance policy #X11273 Limit \$1,000,000 per occurrence, \$1,000,000 aggregate eff 2/20/2025-2/20/2026.

General Liability:  
 Blanket Waiver of Subrogation applies only to the extent provided in form CG 7305 (12-19) when required by written contract.

Excess Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability. Additional insured status will follow when required by written contract

Worker's Compensation:  
 359-B From Attached Includes Blanket Waiver of Subrogation. Status applies when required by written contract.

**IMPORTANT:**  
 The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to [certrequestgj@moodyins.com](mailto:certrequestgj@moodyins.com).

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Extended Non-Owned Watercraft**

Exclusion g Exception (2)(a) of Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

(a) Less than 51 feet long; and

**B. Increased Bail Bond Amount**

The limit shown in paragraph 1b of Supplementary Payments - Coverages A and B is increased to \$1,000.

**C. Increased Reasonable Expenses Incurred by the Insured**

The limit shown in paragraph 1d of Supplementary Payments - Coverages A and B is increased to \$350.

**D. Newly Acquired Organizations**

Item 3a of Section II - Who Is An Insured is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**E. Tenants Legal Liability**

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion under Section I - Coverages do not apply to *property damage* (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of *property damage* to any one premises is \$10,000. A \$250 deductible applies.

**F. Knowledge of Claim or Suit**

The following is added to paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

Knowledge of an *occurrence*, claim or *suit* by your agent, servant or *employee* shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or *employee*.

**G. Unintentional Failure to Disclose Hazard**

The following is added to the Representations Condition under Section IV - Commercial General Liability Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all

such hazards at the inception date of your policy, we will not reject coverage under this policy based solely on such failure.

**H. Waiver of Subrogation for Written Contracts**

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*.

The waiver applies only to:

1. Any person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph 1 above.

**I. Liberalization**

The following is added to Section IV - Commercial General Liability Conditions:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

**J. Broadened Bodily Injury**

The Definition of *Bodily Injury* is amended to include mental anguish.

**K. Electronic Data Liability**

1. Exclusion 2q of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods,

customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

- (2) The loss of, loss of use of, damage to, corruption of, ability to access, or inability to manipulate *electronic data* that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraph (1) or (2) above.

However, unless paragraph (1) above applies, this exclusion does not apply to damages because of *bodily injury*.

2. The following paragraph is added to Section III - Limits of Insurance:

Subject to paragraph 5 above, \$10,000 is the most we will pay under Coverage A for *property damage* because of all loss of *electronic data* arising out of any one *occurrence*.

3. The following definition is added to Section V - Definitions:

"*Electronic data*" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and application software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. For the purposes of this coverage, the definition of "*property damage*" in Section V - Definitions is replaced by the following:

"*Property damage*" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the *occurrence* that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate *electronic data*, resulting from physical injury to

tangible property. All such loss of *electronic data* shall be deemed to occur at the time of the *occurrence* that caused it.

For the purposes of this coverage, *electronic data* is not tangible property.

#### L. Voluntary Property Damage

1. With respect to the insurance provided under this coverage, paragraph 2 Exclusions of Coverage A - Bodily Injury and Property Damage Liability under Section I - Coverages is modified as followed:

- a. Exclusion 2j(4) is replaced by the following:

(4) Personal property of others:

- (a) Held by the insured for servicing, repair, storage or sale at premises owned, occupied or rented to the insured.
- (b) Caused by the ownership, maintenance, use, loading or unloading of any auto, watercraft or transportation of property by any means.

- b. Exclusion 2j(5) is deleted.

2. The insurance provided by this coverage is subject to the following provisions:

- a. We will pay for *property damage* at your request even if you are not legally liable, if it is otherwise subject to this coverage.
- b. *Property damage* does not include loss of use if personal property of others is not physically injured.

#### c. Limits

The most we will pay for an *occurrence* under this coverage is \$2,500.

The most we will pay for the sum of all amounts paid under this coverage is an aggregate of \$2,500.

The General Aggregate Limit and Each Occurrence Limit under Section III - Limits of Insurance do not apply to the insurance provided under this coverage.

#### d. Settlement

If you make any repairs to damaged property, at our request, we will pay the larger of your actual cost or 75% of your usual charge for the necessary labor and materials. Any

property paid for or replaced by us may become our property at our option. Any payment made under this coverage shall not be interpreted as an admission of liability by the insured or the company.

**e. Deductible**

Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$200.

**f. Other Insurance**

The insurance provided by this coverage is excess over any other insurance carried by the insured which applies to a loss covered by

this coverage.

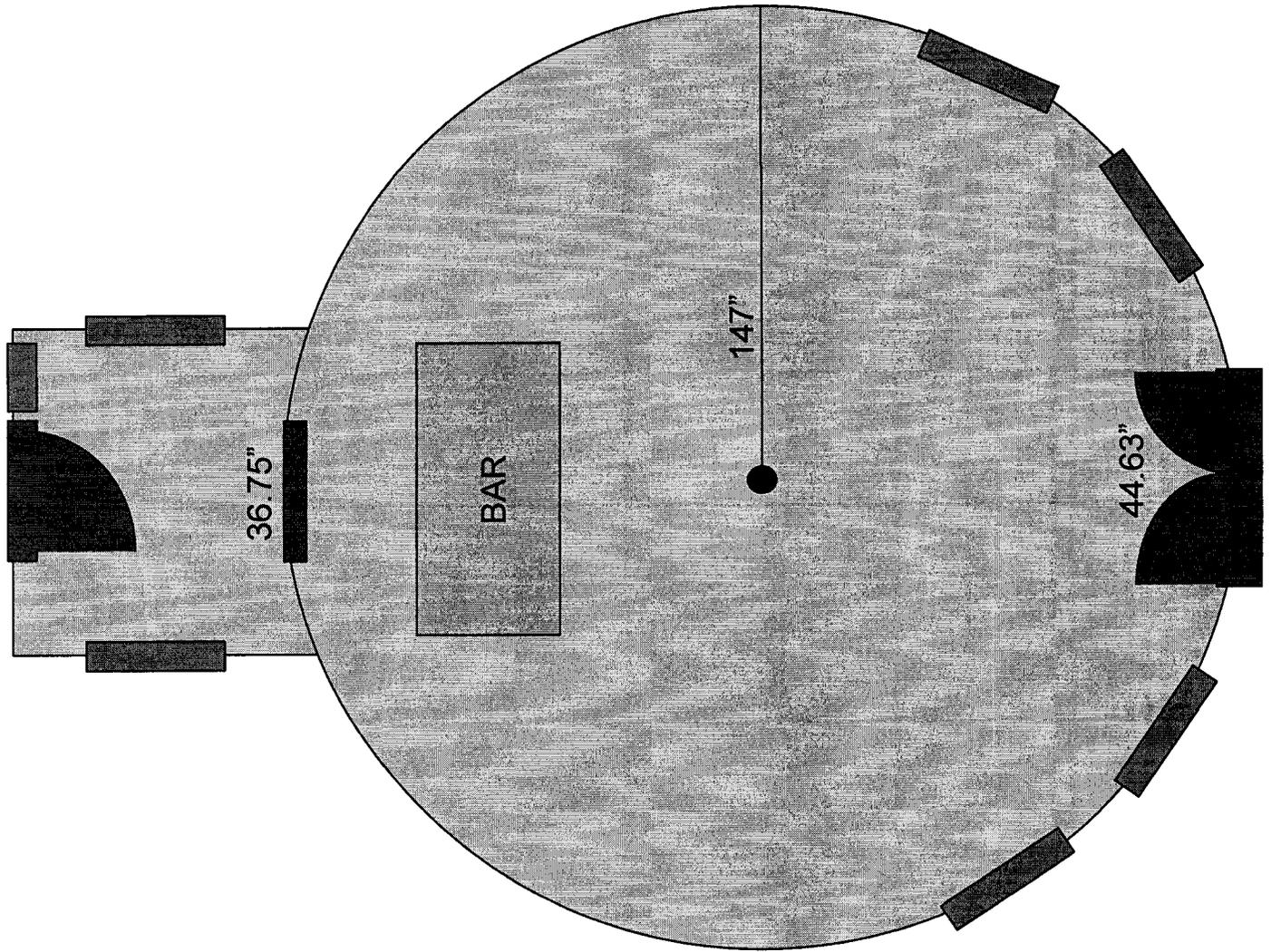
**M. Increased Limits of Insurance**

1. The General Aggregate Limit is increased to three times the Each Occurrence Limit.
2. The Products-Completed Operations Aggregate Limit is increased to three times the Each Occurrence Limit.
3. The Damage To Premises Rented To You Limit is increased to \$250,000.
4. The Medical Expense Limit is increased to \$10,000.

The Limits of Insurance shown here do not replace and are not in addition to the Limits of Insurance shown in the Declarations.

windows

doorways



**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Draft BOCC Minutes; 1/20/26

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Draft BOCC Minutes; 1/20/26

**Fiscal Impact:**

**Submitted by:** Holly Perry

**Submitter's Email Address:** hperry@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/30/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/3/2026

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
January 20, 2026**

The January 20, 2026 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  
Matthew Hoyt, County Attorney

John Cattles, Assistant County Manager for  
Operations and Sustainability  
Holly Perry, Deputy County Clerk  
Others Present as Listed in Text

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:**

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

**CONSENT AGENDA:** **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the consent agenda as presented this morning for the Alcohol Beverage Licenses for Burts LLC dba The Cabin and for Crested Butte LLC doing business as Paradise Restaurant as presented. Motion carried unanimously.

1. Alcohol Beverage License #03-25077; Burts LLC dba The Cabin; 1/5/2026 to 1/5/2027
2. Alcohol Beverage License #03-04246; Crested Butte LLC dba Paradise Restaurant; 2/4/2026 to 2/4/2027

**ADJOURN:** Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:30 am.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:**

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

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

**MINUTES APPROVAL:** **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the minutes for December 16, 2025 and the January 6, 2026 as presented. Motion carried unanimously.

1. December 16, 2025 Regular Meeting
2. January 6, 2026 Regular Meeting

**SCHEDULING:** The Upcoming Meetings Schedule was discussed and updated.

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

1. Stop Loss Product Sold Quote Summary; HCC Life Insurance Company; Human Resources; 1/1/2026 to 12/31/2026; \$618,500
2. Acknowledgment of County Manager’s Signature; Quote; Gunnison County – EERP – Payroll/HR; Tyler Technologies; Finance; 1/1/2026 to 12/31/2026; \$142,723
3. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; U.S. Forest Service; Regular and Alternate; Matt Vasquez and Dayle Funka
4. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Saguache County; Regular and Alternate; Tom McCracken and Wendi Maez
5. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; U.S. Fish and Wildlife Service; Regular and Alternate; Nathan Darnall and Angela Trnka
6. Acknowledgment of County Manager’s Signature; Amendment to Professional Services Agreement between Gunnison County and Sarah Elzay; Term Extension to 3/15/2026
7. Amendment No. 1 to the Administrative Services Agreement Dated January 1, 2025; Imagine360 Administrators, LLC; 1/1/2026; \$143,126
8. Grant Application; Rocky Mountain Health Foundation; Health and Human Services; \$15,000
9. Grant Application; The Auto Club Group Foundation (AAA); Juvenile Services; \$14,690
10. Intergovernmental Grant Agreement; Colorado Department of Health Care Policy & Financing; OeHI Innovation Grant Program; 2026\*2507; 1/1/2026 to 6/30/2026; \$161,199
11. Ratification; Grant Application; Colorado Department of Early Childhood; Prevention of Child Abuse and Neglect Project; Health and Human Services; \$167,691

**BOARD DELEGATION:**

1. Water Quality & Quantity (QQ) – Commissioner Puckett Daniels commented she would like to stay involved with QQ.
2. Colorado Counties, Inc. Steering Committees (CCI) – Commissioner Puckett Daniels expressed a desire to be more involved. Commissioner Smith stated it would be helpful to have multiple commissioners involved. Commissioner Houck is interested in doing a delegation which would cause that delegated commissioner to have an active role on legislation and bring back the details of the

discussions regarding them. Discussion ensued regarding how Board positions would be handled if legislation came up quickly.

3. **Counties & Commissioners Acting Together (CCAT)** – Commissioner Puckett Daniels recommended have one commissioner participate in both due to avoid disconnect between the two. Commissioner Houck agreed after relaying his experience with both approaches. Commissioner Smith stated she is chair of a committee at CCAT and has already planned her schedule for participating. After further discussion, a decision was reached. **Moved** by Commissioner Houck, seconded by Commissioner Smith that for this legislative season for CCI, appoint Commissioner Laura Puckett Daniels as our primary representative, for CCAT, Laura, you would be the primary designee, and then for QQ, for Water Quality and Quantity, it's not just for the legislative season, but you're our point contact for that recognizing that there's a heightened time during legislative water issues, but for all three of those, you would be our lead designee representing Gunnison County. Motion carried unanimously.

**LOCAL GOVERNMENT DESIGNEE; COLORADO DEPARTMENT OF ENERGY AND CARBON MANAGEMENT COMMISSION:** Assistant County Manager for Community and Economic Development Cathie Pagano and Planning Director Hillary Seminick were present for discussion.

ACM Pagano explained that Gunnison County has a Local Government Designee that she is currently serving as. She relayed the job responsibilities and how it ties to the work that the Community and Economic Development Department. She then recommended designating PD Seminick for the role. **Moved** by Commissioner Houck, seconded by Commissioner Smith to appoint Hillary Seminick from our Planning Department as a Local Government Designee for the Colorado Department of Energy and Carbon Management Commission, and to be on point for those issues as they come to Gunnison County. Motion carried unanimously.

**GRANT AGREEMENT; GUNNISON VALLEY LAND PRESERVATION; CRESTED BUTTE LAND TRUST; KAPUSHION SPEHAR WETLAND ACQUISITION AND CONSERVATION EASEMENT PROJECT; \$350,000:** Geographic Information Services Manager Mike Pelletier and Conservation Manager Rachel Sabbato were present for discussion.

GISM Pelletier stated this is a 90-acre project north of Crested Butte. Manager Sabbato relayed this is set to be purchased with a closing date of February 3<sup>rd</sup> and are acquiring the water rights. The Board expressed gratitude for the work done on this project and expressed excitement to see it coming together. **Moved** by Commissioner Houck, seconded by Commissioner Smith to enter into the grant agreement with the Gunnison Valley Land Preservation and Crested Butte Land Trust, and appropriate \$350,000 for the Kapushion Spehar Wetland Acquisition and Conversation Easement Project, as detailed in the information in the packet, and authorize the signature of the full Board to the agreement. Motion carried unanimously.

**BOARD OF COUNTY COMMISSIONERS MEETING 1/6/26-DECISION DOCUMENT FOR AP-24-00154 WAIVER OF STANDARDS REQUEST; HUNTER FAMILY REAL ESTATE AND REWK PATTEN; PARCEL 3257-273-00-027:** Assistant County Manager for Public Works Martin Schmidt and Permit Right of Way Manager Chris Hill were present for discussion.

ACM Schmidt relayed that staff created this document with the help of the Attorney's Office to relay the decision and intent of the Board. **Moved** by Commissioner Smith, seconded by Commissioner Houck to formally deny the waiver of standards request and accept the decision document as presented. Motion carried unanimously.

**BREAK:** The meeting recessed from 9:08 until 9:19 am in order to hold the below Public Hearing.

**PUBLIC HEARING; STREET VACATION REQUEST FOR A PORTION OF 11<sup>TH</sup> STREET IN THE TOWNSITE OF IRWIN, COLORADO; LEE AND MATTHEW BERGLUND:** Assistant County Manager for Public Works Martin Schmidt, Permit Right of Way Manager Chris Hill and applicants Lee and Matthew Berglund were present for discussion.

1. Resolution; Vacating a Certain Portion of a Certain Stret Lying Within the Townsite of Irwin, County of Gunnison, State of Colorado –
  - a. Open Public Hearing. Commissioner Puckett Daniels opened the Public Hearing at 9:08 am.
  - b. Public Notice Confirmation. Manager Hill confirmed that the Public Hearing had been properly public noticed.
  - c. Identify Ex Parte Communications. Commissioner Puckett Daniels stated she exchanged emails with Ms. Berglund that was simply stating this was happening, but nothing of substance.
  - d. Staff Presentation. ACM Schmidt explained the application and that it is not being used by the public in any way. It did come in before the adoption of the current Road and Bridge Standards, and the Berglunds have fulfilled the requirements needed.
  - e. Applicant Presentation. The applicant had no further comments.

- f. Board Questions. Commissioner Houck is comfortable with the application and appreciated the input from the neighbors. Commissioner Smith asked for more explanation on the septic system. Ms. Berglund responded that best place with the least amount of impact is at the front of their property that borders 11<sup>th</sup> Street and without this vacation, it would make putting the new leach field extremely difficult if not impossible to do.
- g. Public Comments. Commissioner Puckett Daniels opened the Public Hearing to comments at 9:17 am.
  - a. Jim Starr – Mr. Starr stated he gives support for this street vacation.
- h. Acknowledge Correspondence Received. No additional correspondence was identified.
- i. Applicant Response. N/A
- j. Close Public Hearing. Commissioner Puckett Daniels closed the Public Hearing at 9:19 am and immediately reconvened the Gunnison County Board of County Commissioners Meeting.

**Moved** by Commissioner Houck, seconded by Commissioner Smith to approve Resolution 2026-1, a Resolution Vacating a Certain Portion of a Certain Street Lying Within the Town Site of Irwin, County of Gunnison, State of Colorado, as presented this morning in the documentation and authorize the signature of the full Board on the document. Motion carried unanimously.

**LOT CLUSTER; LUC-25-00037; BERGLUND:** Planning Technician Aidan McComas was present for discussion.

Commissioner Puckett Daniels gave a brief overview based on the memo provided and Planning Technician McComas elaborated that combining the lots allows the applicants to install the new septic system. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve Lot Cluster LUC-25-00037 and authorize the signature of the full Board on the documents presented this morning. Motion carried unanimously.

**BREAK:** The meeting recessed from 9:24 am until 9:36 am in order to hold the below Public Hearing.

**PUBLIC HEARING; STREET VACATION REQUEST FOR AGATE DRIVE AND A PEDESTRIAN EASEMENT ADJACENT TO LOTS 3, 4, 5, 6, 9, AND 10, BLOCK 2, MARBLE SKI AREA FILING #5 IN THE TOWN OF MARBLE, COLORADO; WILLIAM AND JUDY PERRY, CINDY SUPLIZIO AND PETER MUELLER:** Assistant County Manager for Public Works Martin Schmidt, Permit Right of Way Manager Chris Hill and applicants William and Judy Perry, Cindy Suplizio, and Peter Mueller were present for discussion.

- 1. Open Public Hearing. Commissioner Puckett Daniels opened the Public Hearing at 9:24 am.
- 2. Public Notice Confirmation. Manager Hill confirmed that the Public Hearing had been properly public noticed.
- 3. Identify Ex Parte Communications. There were no ex parte communications identified.
- 4. Staff Presentation. ACM Schmidt explained the application and how it would be split between the different applicants. After public notice was given, it was discovered that an installed lumen line goes in several 90-degree angles within the vacation, therefore an easement is needed. However, it was unable to be executed before this meeting. ACM Schmidt elaborated that it is up to the discretion of the Board whether they'd like to table this discussion or allow it on the condition of the easement being executed.
- 5. Applicant Presentation. Ms. Perry relayed they are actively trying to discover the phone line and Ms. Suplizio elaborated that she has been working with the locators to flag where the phone line is. Mr. Mueller expressed excitement over the prospect of clearing up the boundaries between each other to avoid potential future issues.
- 6. Board Questions. Commissioner Smith asked for more information on the public access portion and if there were any known public benefits.
- 7. Public Comments. Commissioner Puckett Daniels opened the Public Hearing to comments at 9:35 am. There were no public comments.
- 8. Acknowledge Correspondence Received. No additional correspondence was identified.
- 9. Applicant Response. N/A

10. Close Public Hearing. Commissioner Puckett Daniels closed the Public Hearing at 9:36 am and immediately reconvened the Gunnison County Board of County Commissioners Meeting.

Commissioner Houck is open to either direction of the Board for approval. Commissioner Smith and Commissioner Puckett Daniels both agree on approval based on the contingency of the easement, as required. **Moved** by Commissioner Houck, seconded by Commissioner Smith to direct staff to develop a resolution for approval for the Street Vacation Request for Agate Drive and the Pedestrian Easement Adjacent to Lots 3, 4, 5, 6, 9, 10, Block 2, Marble Ski Filing #5 in the Town of Marble, the applicants William and Judy Perry, Cindy Suplizio and Peter Mueller and to include the, as required, easement language in that resolution. Motion carried unanimously.

**BREAK:** The meeting recessed from 9:43 until 9:51 am for a short break.

**RESOLUTION; DENYING THE SKETCH PLAN FOR LUC-22-00028 STARVIEW SUBDIVISION:** Assistant County Manager for Community and Economic Development Cathie Pagano was present for discussion.

ACM Pagano relayed there is no new information since the last public hearing and one of the Board's decisions today is to decide if another public hearing is desired. She elaborated that staff do not recommend another public hearing due the application not meeting the requirements for an additional public hearing and the Board agreed. **Moved** by Commissioner Houck, seconded by Commissioner Smith to not have an additional public hearing for LUC-22-00028, based on the discussion of the Board here at the table, finding that we have adequate information to move forward. Motion carried unanimously.

ACM Pagano explained that the Board must take action on the recommendation of the Planning Commission within 35 days of receipt. In this case, the Planning Commission recommendation is to deny the application. The Board then chose to go through the findings of the Planning Commission's recommendation. ACM Pagano relayed the issues that were found during the process. Commissioner Houck commented that his concerns are actively reflected in the recommendation, Commissioner Smith stated her concerns regarding the housing needs, and Commissioner Puckett Daniels acknowledged that the application has too many negative cumulative impacts. Commissioner Houck expressed the importance of being involved in the process with the Planning Commission. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve Resolution 2026-2, a Resolution Denying the Sketch Plan for LUC-22-00028 Starview Subdivision. The motion was amended to include the authorization of the signature of the full Board. Motion carried unanimously.

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

**Commissioner Puckett Daniels:**

1. Letters – Commissioner Puckett Daniels has been involved in numerous different letters and reminded the Board to review the unfunded mandates letter and a letter regarding the Standardizing Permitting and Expediting Economic Development (SPEED) Act.
2. Legislative Discussion – Commissioner Puckett Daniels would like to have discussion regarding legislation for the next regular meeting and asked the Board to submit any other recommendations for the packet.
3. Recruitment – Commissioner Puckett Daniels has been recruiting for the vacancies on Boards and Commissions.
4. Road and Bridget Ballot Measure – Commissioner Puckett Daniels had a call with CM Birnie and Assistant County Manager for Public Works Martin Schmidt regarding how the Commissioners, separate from the County, can participate in communicating to the public information regarding the ballot measure.
5. Wildlife Crossings Subcommittee – Gunnison County Stewardship Coordinator Nick Catmur is helping Commissioner Puckett Daniels pull together a meeting in early February. Commissioner Puckett Daniels then expressed gratitude for the Colorado Outdoor Regional Partnership Initiative (RPI) grant funding to help hire staff to move this forward.
6. Agenda Topics – Commissioner Puckett Daniels relayed that Assistant County Manager for Health, Human and Safety Services Joni Reynolds has emailed them regarding agenda topics for Board of Health and Gunnison/Hinsdale Board of Human Services for this year and to get back to her with responses.

**Commissioner Smith:**

1. Health Coalition – Commissioner Smith attended a Health Coalition and GRASP Consortium meeting last week. A large takeaway was that many community members are going without insurance and the need is not meeting the demand.
2. Early Childhood Education – Commissioner Smith met with a couple folks at Western Colorado University (WCU) who have been instrumental in putting on a summer program for children and have since asked Commissioner Smith to join them in a cabinet meeting regarding reaching out to Gunnison Valley Health (GVH) to work on childcare.
3. Colorado Counties, Inc. Steering Committees (CCI) – Commissioner Smith relayed she will be attending and communicating with ACM Reynolds and Deputy Health and Human Services Director Brad Wheaton on what to advocate for.

4. Welcoming Committee – Commissioner Smith commented that the committee has expanded and added new members including WCU Dean of Students Gary Pierson.
5. Southwest Colorado Opioid Regional Council – Commissioner Smith attended a meeting and explained that historically, it has been each county gets one vote. At a recent meeting, Montrose asked for an additional vote to which Commissioner Smith is fundamentally against in terms of the greater population demands greater resources.
6. Juntos – Commissioner Smith elaborated that they have several events coming up, with a lot of them being food oriented.

**BREAK:** The meeting recessed from 10:32 am until 10:54 am in order to hold the Gunnison River Valley Local Marketing District meeting.

**GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:**

**CALL TO ORDER:** Commissioner Puckett Daniels called the meeting to order at 10:32 am.

**GUNNISON COUNTY BOARDS AND COMMISSIONS APPOINTMENTS:** TAPP WCU Representative Gary Pierson and TAPP CBMR Representative Andrea Kulhem were present for discussion.

1. Tourism and Prosperity Partnership Board (Fill three Regular vacancies for three-year terms)
  - Applicants:
    1. Lindsay Beltchenko
    2. Noah Eckhouse
    3. Amy Stevens
    4. Leora Wallace

Commissioner Puckett Daniels expressed her gratitude to TAPP Board President Bill Ronai for his dedication to the Board and wanted to take his leaving next year into consideration for the applicants. The LMD Board and the TAPP Representatives each gave a brief summary on the candidates' qualifications and who they believe would best suit being appointed. Commissioner Puckett Daniels asked TAPP President Andrew Sandstrom if there are ways for an applicant not appointed to still be involved with TAPP which he confirmed they can. **Moved** by TAPP WCU Representative Gary Pierson, seconded by Commissioner Houck to appoint Lindsay Beltchenko, Noah Eckhouse, and Leora Wallace to the TAPP Board with the terms to be decided at a later date in consultation with the County. Motion carried unanimously.

**ADJOURN:** Commissioner Puckett Daniels adjourned the meeting of the Gunnison River Valley Local Marketing District at 10:54 am.

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

**GUNNISON COUNTY BOARDS AND COMMISSIONS APPOINTMENTS:**

1. Medical Health Officer (Fill one vacancy for a two-year term)
  - Applicant:
    1. Annamarie Meeuwsen

**Moved** by Commissioner Houck, seconded by Commissioner Smith to appoint Dr. Annamarie Meeuwsen to fill the two-year term as Gunnison County's Medical Health Officer. Motion carried unanimously.

2. Sustainable Tourism and Outdoor Recreation Committee (Fill four Regular vacancies for two-year terms)
  - Applicants:
    1. Sarah Elzay
    2. Jon Hare
    3. Bill MacFarlane
    4. Bruce (LB) Mullins Jr
    5. Hedda Peterson
    6. Domenic Policaro
    7. Beverly Troxtell

Commissioner Puckett Daniels relayed she would like to look at changing the charter to explain the want that an At-Large member represent a constituency. Commissioner Houck noted that they do not have to fill the Board if they don't feel the candidates were bringing what is needed. Assistant County Manager for Community and Economic Development Cathie Pagano relayed agreement with the comments made regarding the potential appointments. The Board each spoke about the candidates' qualifications and who they would like to appoint for STOR. **Moved** by Commissioner Smith, seconded by Commissioner Houck to appoint Jon Hare to a regular two-year term for STOR, and also reappoint LB Mullins and Hedda Peterson. Motion carried unanimously.

**SCHEDULE CHANGE:** Due to running behind in the meeting, the Board elected to discuss the Treasurer's Report while County Treasurer Teresa Brown was present.

**TREASURER'S MONTHLY REPORT:** County Treasurer Teresa Brown presented the December 2025 Treasurer's report and investment report for discussion and acceptance. **Moved** by Commissioner Smith,

seconded by Commissioner Houck to approve the Treasurer's Report as presented today and authorize the Chair's signature. Motion carried unanimously.

**DEED OF DEDICATION AGREEMENT FOR PUBLIC ROAD RIGHT-OF-WAY; ROBERT G. SPEHAR:** Assistant County Manager for Public Works Martin Schmidt was present for discussion.

CA Hoyt explained that Mr. Spehar and the County had an issue regarding the County's ownership of Slate River Road is. Mr. Spehar stated this was a right-of-way whereas the County shows it as a dedication back in the 1830s. Mr. Spehar had concerns about his parcel then falling below the 35-acre threshold for accounting purposes and after some discussion, they came up with this document as a compromise. This allows the County to agree to count the footprint of the road towards Mr. Spehar's 35-acres, but allows the County to resolve any dispute over who owns the road. Commissioner Smith asked if another property owner could contest if they were to approve. CA Hoyt confirmed that this document has no precedential value and it's based on the unique nature of Slate River Road. **Moved** by Commissioner Houck, seconded by Commissioner Smith to accept the Deed of Dedication Agreement for Public Right-of-Way with Robert Spehar and authorize the Chair's signature on the documentation. Motion carried unanimously.

**VOUCHERS AND TRANSFERS APPROVAL:** Chief Finance Officer Melissa LaMonica was present for discussion.

1. December 2025 Voucher Report – **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the vouchers in the amount of \$4,636,781.11.
2. December 2025 Cash Transfer Report – **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the cash transfer for \$11,076,866.89 as presented.
3. December 2025 Purchase Card Report – The Board did not pose any questions about this report.
4. November 2025 Sales and Local Marketing Tax Report – Commissioner Smith asked about an anomaly between October of 2024 and October of 2025. CFO LaMonica stated she would look into it.

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

#### COMMISSIONER ITEMS:

##### Commissioner Houck:

1. Mayors and Managers – Commissioner Houck attended and commented that the presentation from the Watershed Function Science Group was very informational.
2. Hartman Rocks Users Group – Commissioner Houck attended the annual meeting and they wanted to put forth some potential projects that were in line with Sustainable Tourism and Outdoor Recreation Committee (STOR) goals.
3. Colorado Counties, Inc. Steering Committees (CCI) – Commissioner Houck and Commissioner Puckett Daniels attended the call regarding the Outdoor Opportunities Act legislation that is coming forward. He stated he walked away with more questions.
4. Tourism and Prosperity Partnership Board (TAPP) – Commissioner Houck met a couple members from TAPP to assist with their gravel adventure field guide work.
5. HB 1177 Roundtable – Commissioner Houck will give updates with the other water reports.
6. Gunnison Outdoor Resource Protection (GORP) Act – Commissioner Houck met with the GORP group and is making sure they are staying nimble for opportunities. He has also been in conversation with Senators Bennett and Hickenlooper regarding the GORP Act and the provisions of the Standardizing Permitting and Expediting Economic Development (SPEED) Act that they are in support of.
7. Wolf Reintroduction – Commissioner Houck stated there have been no formal meetings, but he has met with CPW Wildlife Manager Brandon Diamond. They have confirmed one wolf's presence but there have been no confirmed depredations.
8. State Land Board – Commissioner Houck stated that they are doing outreach to counties for their perspective on other opportunities for layering leases on lands and recreational access. He is also trying to reach out to Public Lands Steering Committee to see if there are issues coming out of Colorado that could connect to the their strategic plan.
9. State of the State – Commissioner Houck listened to the State of the State and noted there was no mention of the huge economic gap and the shortfalls in the State budget.

**EXECUTIVE SESSION PURSUANT TO C.R.S. § 24-6-402(4)(E)(I), FOR DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS RELATED TO PROPERTY INTEREST(S) LOCATED IN GUNNISON COUNTY, COLORADO, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND INSTRUCTING NEGOTIATORS, AND PURSUANT TO C.R.S. § 24-6-402(4)(B) CONFERENCES WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO PROPERTY INTEREST(S) LOCATED IN GUNNISON COUNTY, COLORADO:** **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to go into executive session pursuant to C.R.S. § 24-6-402(4)(e)(i), for determining positions relative to matters that may be subject to negotiations related to property interest(s) located in Gunnison County, Colorado, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. § 24-6-

402(4)(b) conferences with the county attorney, deputy county attorney or assistant county attorney for Gunnison County for the purpose of receiving legal advice related to property interest(s) located in Gunnison County, Colorado and the participants in the executive session will be the full Board of County Commissioners, County Attorney Matthew Hoyt, Assistant County Manager (for Operations and Sustainability) John Cattles, (Assistant County Manager for Community and Economic Development) Cathie Pagano, (Planning Director) Hillary Seminick, and Finance Director (Chief Financial Officer) Melissa LaMonica.

The board went into executive session at 11:46 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(b)(e)(i).*

Attorney Statement Regarding Executive Session

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Matthew Hoyt  
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Laura Puckett Daniels, Chairperson  
Gunnison County Board of Commissioners

**Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to come out of executive session. We stayed on topic during the executive session and everyone who participated in the executive session were those read into the record beforehand. Motion carried unanimously.

The Board came out of executive session at 12:15 pm. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to direct staff to do further due diligence regarding the property at issue and enter negotiations.

**ADJOURN:** Commissioner Puckett Daniels adjourned the meeting at 12:16 pm.

\_\_\_\_\_  
Laura Puckett Daniels, Chairperson

\_\_\_\_\_  
Elizabeth Smith, Vice-Chairperson

\_\_\_\_\_  
Jonathan Houck, Commissioner

Minutes Prepared By:

\_\_\_\_\_  
Holly Perry, Deputy County Clerk

Attest:

\_\_\_\_\_  
Kathy Simillion, County Clerk

**GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES**

*Note: For all the details of each resolution including any exhibits, please refer to [gunnisoncounty.org](http://gunnisoncounty.org)*

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO**

**RESOLUTION NO: 2026-1**

**A RESOLUTION VACATING A CERTAIN PORTION OF A CERTAIN STREET LYING WITHIN THE TOWNSITE OF IRWIN, COUNTY OF GUNNISON, STATE OF COLORADO**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado ("Board"), by virtue of Colorado law, has authority and is the owner of certain roads and alleys lying within the County of Gunnison; and

WHEREAS, the Board has determined that not all platted roads and alleys are necessary for public access to privately owned property; and

WHEREAS, the Board has received a request from Lee and Matthew Berglund to vacate a certain portion of a certain street lying within the Townsite of Irwin, County of Gunnison, State of Colorado described as follows:

All that portion of the north half of 11th Street adjacent to Lots 10, 11, 12, 13 and 14, Block 30 of the Townsite of Irwin, according to the plat recorded September 6, 1894 at Reception Number 70551 in the office of the Gunnison County Clerk & Recorder.; and

WHEREAS, the vacation of the above described portion of the street lying within the Townsite of Irwin, will not hinder any property owners of any lands from having access to their respective land nor disrupt existing travel modes or anticipated conditions in traffic or development patterns; and

WHEREAS, there will be no adverse impact to the natural environment, community needs or public health, safety and welfare from the vacation of the above described portion of the street lying within the Townsite of Irwin; and

WHEREAS, the notices required by Colorado law for such vacation have been given and a public hearing on such vacation has been conducted; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that the certain portion of a street lying within the Townsite of Irwin, County of Gunnison, State of Colorado described as follows shall be and hereby is vacated:

All that portion of the north half of 11th Street adjacent to Lots 10, 11, 12, 13 and 14, Block 30 of the Townsite of Irwin, according to the plat recorded September 6, 1894 at Reception Number 70551 in the office of the Gunnison County Clerk & Recorder.; and

It is the specific intent of the Board that the vacation of the above described portion of a street lying within the Townsite of Irwin shall accrue to and vest in the record owner(s) of adjacent real property pursuant to the provisions of C.R.S. § 43-2-302.

FURTHERMORE, this Resolution is contingent upon and shall not become effective until the recording in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado of the following:

1. This Resolution.
2. Lot Cluster Agreement

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 20th day of January 2026.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

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

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY**

**RESOLUTION NO. 2026 -2**

**A RESOLUTION DENYING THE SKETCH PLAN FOR LUC-22-00028 STARVIEW SUBDIVISION**

WHEREAS, the applicant Harrison Land Estates, LLC (formerly HGC Holding, LLC), proposes to subdivide a 96-acre parcel to include 83 single family residential lots and 24 essential housing units. Up to 25 accessory dwelling units (secondary residences) are allowed in the subdivision with a minimum size of 600 square feet. The maximum building size on Lots 1-10 is 5,000 square feet and 2,800 square feet on lots 11-83.

The minimum lot size for single family residences is 1,000 square feet. The multifamily residences have a maximum size of 1,200 square feet and minimum size of 800 square feet.

The applicant proposes that the 25 multifamily units will be restricted as workforce housing.

One lot is proposed to be dedicated to the Crested Butte South Metropolitan District. Lot sizes range from 0.12-1.25 acres. Short-term rentals are allowed on the single-family lots and shall be limited to 90 days per year.

The applicant proposes that 51% of the parcel is open space and proposes the following recreation amenities:

- Trail
- Ponds
- Bridge across East River for peds/bikes
- Recreation field space (w/ 20 parking spaces)
- Pavilion and play area

WHEREAS, the parcel that is the subject of this Resolution is located at 48 County Road 740. The parcel is legally described as a tract of land in Sections 27, 28, and 34, Township 14 South, Range 85 West, 6th pm. The parcel is at the southeast corner of the intersection of Highway 135 and Cement Creek Road (County Road 740).

WHEREAS, the Planning Commission held work sessions and public hearings to discuss the Starview Subdivision application on the following dates:

- February 15, 2024 Work Session
- March 21, 2024 Work Session and Site Visit
- July 11, 2024 Work Session
- September 19, 2024 Work Session
- December 19, 2024 Joint Public Hearing
- February 6, 2025 Joint Public Hearing
- September 4, 2025 Work Session
- October 2, 2025 Site Visit
- November 6, 2025 Work Session
- December 18, 2025 Joint Public Hearing
- January 8, 2026 Joint Public Hearing
- An increase in height of 25% for two buildings
- An increase in maximum structure size
- A reduction in parking standards

WHEREAS, the Planning Commission and the Board of County Commissioners conducted joint public hearings on December 18, 2024, February 6, 2025, December 18, 2025, and January 8, 2026; in which the Commission and the Board received and considered both written and oral public comment; and

WHEREAS, after a review of the application and all information, documentation and testimony related to it, the Gunnison County Planning Commission did, at its regular meeting on January 8, 2026 tender to the Board of County Commissioners, a Recommendation of denial of that application with certain findings;

NOW, THEREFORE, the Board hereby adopts in full the Planning Commission's Recommendation and the findings of fact therein, and also makes these findings of fact:

1. This application is classified as a Major Impact per Section 7-101: More Than Four Units.
2. Pursuant to Section 7-102: Standards of Approval for Major Impact Projects, the Commission hereby finds and concludes:
  - a. This Sketch Plan application is inconsistent with the standards and requirements of the Resolution, pursuant to Section 7-103, i.e., compliance of the proposed land use change with the standards of the Resolution are required to be determined broadly and conceptually during Sketch Plan review. This Commission has evaluated this submittal for its integration of the standards of the Resolution within its conceptual presentation of the proposed development pursuant to the foregoing standard and finds that it does not meet the standards for approval.
  - b. The applicant has not submitted sufficient evidence at this stage of the process to demonstrate that the project concept is compatible with community character.
3. The following have been identified as potential issues related to this application during the Sketch Plan review process:
  - a. Insufficient workforce housing
  - b. Trail construction and public access
  - c. Recreation field construction and bathrooms
  - d. Wildlife and open space
  - e. Highway 135 roundabout

- f. View sheds from neighboring properties and highway
  - g. Adequate snow storage
  - h. Maintenance of irrigation ditches
  - i. Traffic impacts
  - j. The impact of the proposed southern access on wildlife
  - k. Overall design and layout of the development.
4. The applicant has failed to demonstrate that there will not be a significant net adverse impact to the neighborhood and wildlife.
  5. The proposed density is substantially similar to the neighborhood; however the proposed lot sizes are not substantially similar to the neighborhood lot sizes.
  6. The proposed development is not clustered sufficiently for smaller lots of greater density and therefore fails to meet standards for greater density.
  7. The proposed number of essential or workforce residences is not sufficient for the scale of the development or to mitigate the adverse impacts of the free market housing on community character and therefore fails to meet standards for greater density.
  8. The applicant has not sufficiently mitigated its impacts to wildlife habitat and that the proposed road alignment and location of lots 1, 2, 3, 4, 64, 65, and 66 interfere with wildlife migration as described in CPW comments.
  9. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.
  10. The proposed development area is a location that is generally appropriate for development, however the layout and site design of the proposed development is sprawling (not clustered) and creates adverse impacts to community character, the neighborhood, and wildlife habitat.
  11. The proposed development does not encourage housing diversity (Section 1-103: A.6).
  12. The proposed development does not promote a compact development pattern (Section 1-103: B.1).
  13. The proposed development does not ensure that it meets demonstrated housing needs (Section 1-103: B.7).
  14. The proposed development does not adequately preserve wildlife habitat (Section 1-103: D.3).
  15. This application is not consistent with the standards and requirements of this Resolution.

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

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 20th day of January 2026.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

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

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 1/30/2026 thru 3/31/2026

## Board of County Commissioners

1. **BOCC Regular Meeting**  
February 3, 2026, All Day @ BOCC Boardroom
2. **Mayors & Managers Meeting - Hosted by City of Gunnison**  
February 5, 2026, 12:00 PM - 1:30 PM @ City Hall, Council Chambers, 2nd Floor
3. **BOCC Work Session**  
February 10, 2026, All Day @ BOCC Boardroom
4. **BOCC Regular Meeting**  
February 17, 2026, All Day @ BOCC Boardroom
5. **BOCC Work Session**  
February 24, 2026, All Day @ BOCC Boardroom
6. **BOCC Regular Meeting**  
March 3, 2026, All Day @ BOCC Boardroom
7. **Mayors & Managers Meeting - Hosted by Crested Butte Mountain Resort**  
March 5, 2026, 12:00 PM - 1:30 PM
8. **BOCC Work Session**  
March 10, 2026, All Day @ BOCC Boardroom
9. **BOCC Regular Meeting**  
March 17, 2026, All Day @ BOCC Boardroom
10. **BOCC Work Session**  
March 24, 2026, All Day @ BOCC Boardroom

## Gunnison County Organization

1. **Holiday - Washington's Birthday - Offices Closed**  
February 16, 2026, All Day

## Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**  
February 17, 2026, All Day @ BOCC Boardroom

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Acknowledgment of Appointment; Gunnison Basin Sage

---

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Acknowledgement of Appointment for Gunnison Basin Sage-grouse Strategic Committee; BLM Regular and Alternate; Jon Kaminsky and Andy Stokes

**Fiscal Impact:** n/a

**Submitted by:** Holly Perry

**Submitter's Email Address:** hperry@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026

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# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Gunnison Field Office  
2500 E New York Ave  
Gunnison, Colorado 81230

In Reply Refer To:  
6843 (LLCO06000)

January 28, 2026

## DESIGNATION OF BUREAU OF LAND MANAGEMENT – GUNNISON FIELD OFFICE PRIMARY AND ALTERNATE REPRESENTATIVES TO THE GUNNISON BASIN SAGE-GROUSE STRATEGIC COMMITTEE

To whom it may concern:

As identified in Section IV: Membership and Responsibilities section of the Organizational and Procedural Guidelines of Gunnison Basin Sage-grouse Strategic Committee for the County of Gunnison, Colorado, I am identifying myself, Jon F. Kaminsky, Field Manager of the Gunnison Field Office (GFO), as the primary member of the committee, representing the Bureau of Land Management. Brian Brown, Assistant Field Manager of the GFO, shall be my alternate.

Because the bulk of Gunnison sage-grouse habitat in the Gunnison Basin occurs on public lands managed by the BLM GFO, I appreciate the opportunity for GFO employees to be represented on the committee as we have for the last several years. Thank you.

Sincerely,

Digitally signed by JON  
KAMINSKY  
Date: 2026.01.28 11:06:12  
-07'00'

Jon F. Kaminsky  
Field Manager  
Gunnison Field Office  
Bureau of Land Management

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Acknowledgment of Appointment; Gunnison Basin Sage

**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 Stockgrowers' Association Regular and Alternate; John Scott and Paul Mowerv

**Fiscal Impact:** n/a

**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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026

Gunnison County Commissioners

200 E. Virginia Avenue

Gunnison, CO 81230

RE: Gunnison Basin Sage-Grouse Strategic Committee Representatives

Dear Gunnison County Board of County Commissioners,

Gunnison County Stockgrowers' Association would like to bring forward two names for our representatives on the Gunnison Basin Sage-Grouse Strategic Committee. For your consideration we would like to nominate John Scott as the Lead Representative for GCSA and Paul Mowery as the Alternate.

John Scott has extensive experience in Resource Management across the Gunnison Basin as Former NRCS District Conservationist for the Gunnison Basin. John's heart is in the valley and the resources it provides both for agriculture, our community and the wildlife which call the Gunnison Basin Home. John has been in the trenches on the Sage-Grouse issue and knows the programs and policies in and out. It is our belief he will continue to represent not only the Gunnison County Stockgrowers' Association interests, but the community, and the Sage-Grouse's interests as well.

Paul Mowery will continue to have a supporting role for GCSA as the alternate. Both John and Paul are excited for the opportunity to serve again and look forward to what the future has to bring.

Thank you for your time and consideration.

Respectfully,



Andy Spann

President, Gunnison County Stockgrowers' Association

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Acknowledgment of Appointment; Sustainable Tourism

---

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Acknowledgment of appointment for Sustainable Tourism and Outdoor Recreation (STOR) for the City of Gunnison; Audrey Zahradka

**Fiscal Impact:**

**Submitted by:** Holly Perry

**Submitter's Email Address:** hperry@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 1/23/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026

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## City of Gunnison

January 20, 2026

Gunnison County Board of County Commissioners  
Commissioner Jonathan Houck  
Commissioner Laura Puckett-Daniels  
Commissioner Liz Smith  
200 E. Virginia Avenue  
Gunnison, Colorado 81230

Dear Gunnison County Commissioners,

The City of Gunnison is pleased to nominate Councilor Audrey Zahradka to serve on the Sustainable Tourism and Outdoor Recreation (STOR) Committee.

During the City Council Regular Session on December 16, 2025, Councilor Zahradka expressed her interest in contributing to this important and highly engaged committee. She is committed to collaborating with a coalition of outdoor agencies and sustainability-focused recreational advocates to advance the well-being of the valley while safeguarding its natural resources.

At that same session, the City Council unanimously approved Councilor Zahradka's appointment to the STOR Committee. She has the full support of the Council and is expected to be a valuable and active member of the committee.

Best regards,

Diego Plata, Mayor  
City of Gunnison, Colorado

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Professional Services Agreement; Mead & Hunt, Inc.

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Mead and Hunt

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This contract will allow the design of the Brush Creek Roundabout to reach 100% and allow the construction of the RAB to proceed. Mead and Hunt was selected from three bids.

**Fiscal Impact:** 287,000

**Submitted by:** Martin Schmidt

**Submitter's Email Address:** mschmidt@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 1/28/2026

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/29/26

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/29/2026

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026

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## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the \_\_\_ day of \_\_\_\_\_, 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 Mead & Hunt, Inc., whose address is 999 18<sup>th</sup> St. Suite 2300 Denver, CO 80202 (herein “Consultant”).

### **RECITALS**

The Consultant desires to provide professional services regarding Brush Creek Intersection Design (“Services”) as identified in the RFP Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“RFP”) and the proposal from Mead and Hunt attached hereto and incorporated herein by reference as “Appendix B” (“Services”). Gunnison County desires to engage Consultant to provide Services according to this Agreement. At the County’s option, the scope of work for this project may be extended to include additional design and construction documents and post-award services. Consultant’s price for performing additional work shall be negotiated.

### **AGREEMENT**

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

#### **1. SERVICES.**

Consultant shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. In providing services under this Agreement, the Consultant shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Consultant 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, renew monthly, and shall terminate at the County’s discretion or unless sooner terminated or replaced as provided herein.

#### **3. STRATEGIC RESULT.**

Execution of this Agreement will assist the County with its sound infrastructure and prosperous, collaborative and healthy community strategies, as outlined in the Gunnison County Strategic Plan.

#### 4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Consultant's performance of the Services, during the Term, Gunnison County shall pay Consultant fees as described in Exhibit A and billed monthly for actual work performed. Services described in Exhibit A shall be approved in writing on a monthly basis subject to funding availability. The total billed shall not exceed two hundred eighty-seven and eight hundred and No/100 U. S. Dollars (\$287,800.00) ("Compensation") for the summation of billings. Payment shall be made by Gunnison County to Consultant within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Consultant, the County will so advise Consultant in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Consultant within sixty (60) days after receipt and acceptance of Consultant's bill, Consultant may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Consultant's outstanding bills have been paid in full.

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

Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth in this Paragraph after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Consultant written notice of such non-appropriation, but the County's failure to do so shall not affect the termination of this agreement. Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

#### 5. INSURANCE.

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

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant'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 Consultant. Consultant 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, Consultant'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 Consultant. Consultant 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. Consultant 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 Consultant to the County under this Agreement. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

#### 6. INDEPENDENT CONSULTANT.

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

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

#### 7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

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

#### 8. INDEMNIFICATION.

Consultant irrevocably and unconditionally agrees to indemnify 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 Consultant or its employees, subcontractor or agents in connection with this Agreement. Gunnison County and Consultant are not liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages ("damages").

In case of any claim that is subject to indemnification under this Agreement, Consultant will provide the County reasonably prompt notice of the relevant claim. Consultant 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 Consultant 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 Consultant or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

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

The liability of the Consultant to Gunnison County for any indemnity commitments or for any damages arising in any way out of performance of this agreement is limited to a period of twelve (12) months from the date of the last bill from the Consultant to Gunnison County, whether paid or not paid by Gunnison County; such liability is limited to the amount of the fees paid by the Gunnison County to the Consultant for performance under this agreement.

9. DISCRIMINATION.

The Consultant 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. Consultant 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, Consultant shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

10. PANDEMICS.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Consultant 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 excluded from participation in, or denied benefits of the service, programs, or activities performed by the Consultant, or be subjected to any discrimination by the Consultant upon which assurance Gunnison County relies.

12. MISCELLANEOUS.

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

- b. **AMENDMENT.** No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. **LEGAL AUTHORITY.** Consultant 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 Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant 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 Consultant 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 Consultant's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

### 13. DELEGATION AND ASSIGNMENT.

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

### 14. TERMINATION.

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

### 15. OWNERSHIP OF PROPERTY.

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

### 16. WARRANTIES.

Consultant 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. Consultant 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 Consultant'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. Consultant has the right to and shall assign to County all third-party warranties and indemnities that Consultant receives in connection with any of the Services provided to County. To the extent that Consultant is not permitted to assign any warranties or indemnities to the County, Consultant agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Consultant is permitted to do so under the terms of the applicable third-party agreements.

#### 17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

#### 18. NO THIRD-PARTY BENEFICIARY.

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

#### 19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Consultant has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Consultant shall not employ any person having such known interests. The Consultant shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant 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 Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant 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 Consultant written notice describing the conflict.

## 20. FORCE MAJEURE.

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

## 21. NOTICES.

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

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

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

Consultant:            Mead & Hunt, Inc.  
                              999 18<sup>th</sup> St. Suite 2300 Denver, CO 80202

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

## 22. GOVERNING LAW.

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

### 23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

### 24. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Consultant 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 Consultant’s or a subcontractor’s website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

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

26. PUBLIC RECORD.

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

Mead & Hunt, Inc.  
999 18<sup>th</sup> St. Suite 2300 Denver CO 80202

By: \_\_\_\_\_   \_\_\_\_\_  
Name:

Paul Silberman, PE, PTOE, Vice President – Transportation Planning

APPENDIX "A"

REQUEST FOR PROPOSAL



**Request for Proposals  
(RFP)**

**Brush Creek Intersection Construction Plans Project**

**An Infrastructure Improvement Project in  
Gunnison County, Colorado**

Prepared by:  
Gunnison County Public Works  
195 Basin Park Drive  
Gunnison, CO 81230

Brush Creek Intersection Construction Plans  
Request for Proposals

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## **Section I. Summary Introduction**

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### **Introduction**

Gunnison County is seeking a qualified, experienced, and creative firm to provide consulting, and design for an intersection at Brush Creek and Highway 135 near Crested Butte, Colorado.

Responses to this Request for Proposal (RFP) will be used to identify qualified consultants to lead the transportation engineering design process from 60% design to construction plans overall completion.

### **Background**

The Gunnison Valley is amid a transition that will define its future. Population is growing, recreation styles are evolving, and remote work is opening new possibilities for people who would otherwise not be able to carve out a living in the remote Rocky Mountains.

This intersection has been a safety and maintenance concern, particularly in the winter, for over 20 years, and the increased traffic has exacerbated the need to resolve the problems. We have had preliminary engineering done in the past to address the concerns, but had not found a viable solution that was acceptable to the stakeholders until the most current preliminary design for a new intersection.

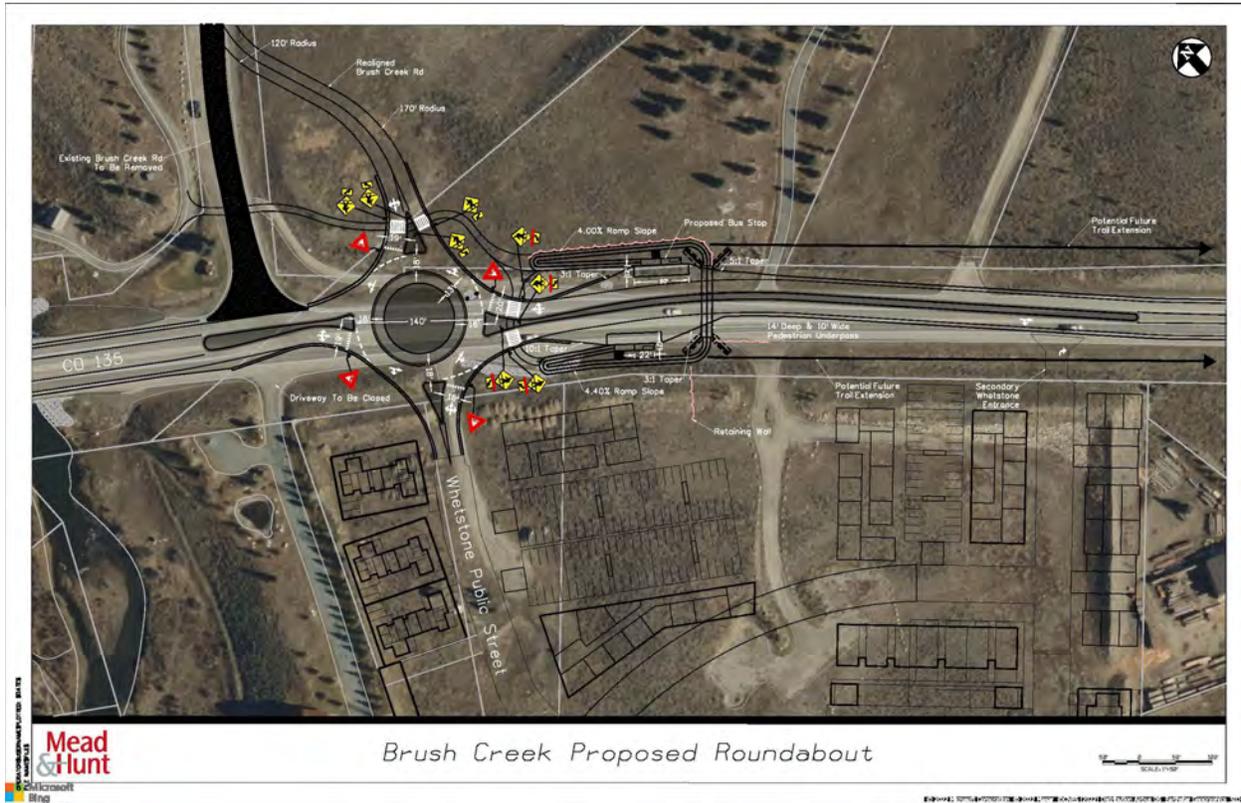
The current consultant has taken public input and studied the alternatives, and with the concurrence of CDOT, have narrowed the design options to a roundabout. The consultant has produced the 60% design set and completed the FIR process with CDOT. The County has secured local, state, and federal funds for the project. CDOT is involved through the Local Agency office and process.

Gunnison County is committed to this project. This intersection will ultimately serve as an intersection for motor vehicle traffic, but also as a connector for a trail from Crested Butte South to the Town of Crested Butte, a transit stop/hub, a community entrance, access to a large affordable housing development and a trail underpass providing a safe highway crossing.

Gunnison County has invested in the 60% planning and design components of the intersection, trail, and housing development adjacent to this project, and we have budgeted for more expenditures. In addition, we are completing property and ROW acquisition to support the current design.

The alignment and design based on the public, stakeholder, engineering and staff process so far is as follows:

Brush Creek Intersection Construction Plans  
Request for Proposals



Continued work should substantially align with the completed work that has CDOT approval. Current work products will be provided to bidders upon request.

## Section II. Project Scope

### Project Description:

This project will move us from 60% design level to construction ready documents so that we are prepared to expend grants to complete the project and support the community growth we are experiencing. We expect the consultant to assist in drafting construction and construction management RFQ scopes to ensure project success based on the construction plans produced. The consultant should be prepared for all documents to pass the review of the FHWA and CDOT. We are committed to pushing this project forward with deliverables in early 2026 and construction substantially completed by the end of 2026. The current work products should be used as the starting point.

The County envisions a project team of planners, engineers, estimators, surveyors, transit experts and other professionals that will deliver a comprehensive document that will lead directly to the final design and construction of the roundabout that includes trails, an underpass, and transit stops.

Brush Creek Intersection Construction Plans  
Request for Proposals

The cost estimates identify a \$9.5 million-dollar project cost. The requested objectives, tasks and deliverables for the project are detailed in Section 3.

## Section III. Process

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The Public Works Department will lead the project on behalf of Gunnison County. The Department will be responsible for:

- Overseeing the consultants' work on the project,
- Providing relevant studies, plans, and contacts,
- Leading any public meetings or board presentations.

### **Project Objectives:**

The primary objectives, tasks, and deliverables for the Brush Creek Intersection Construction Plans Project are as follows:

#### **Objective 1: Physical**

**Tasks:** Design mitigation of any issues related to soil structures, topography/survey, drainage, and stormwater management for the full project site for during and post construction operation.

**Deliverable:** Engineer stamped geotechnical, survey, drainage, and stormwater reports and plans that will support construction management and maintenance of the project.

#### **Objective 2: Infrastructure**

**Tasks:** Identify required ROW needs, Utility relocations, and required Permitting.

**Deliverable:** Finalize permanent and construction easements needed for the entire project and finalize acquisition; as needed. Finalize the SUE work and reports and provide notification to utility owners of potential conflict and the suggested remedy; coordinate as needed. Detail the needed permits for the full construction.

#### **Objective 3: Plan Documents**

**Tasks:** Evaluate traffic and road construction engineering required for the project.

**Deliverable:** Develop engineer stamped roadway, underpass, and trail plan sheets with layouts, profiles, pavement details, and typical sections per the CDOT Local Agency Manual or other standards.

#### **Objective 4: Design Features**

**Tasks:** Evaluate other design and construction features for the project. Suggest additional cost saving or value increasing changes to the current plans.

**Deliverable:** Develop Construction Traffic Control plans, Permanent Traffic Control plans, Pavement Marking and Signing plans, Lighting plans, Landscape plans and others as required for the project.

#### **Objective 5: Project Oversight**

**Tasks:** Create an actionable plan for project implementation. Perform meeting with the public, stakeholders and other agencies. Perform Engineering Project Management and coordination Construction Manager.

**Deliverable:** Minimally, host or attend 2 meetings with CDOT staff, 2 public meetings, and 2 internal team coordination meetings. Maintain open communication with project contact throughout. Be available to attend up to 10 construction meetings to provide information and

Brush Creek Intersection Construction Plans  
Request for Proposals

expertise during construction. Provide a step-by-step project implementation plan and schedule to construction completion that has substantial coordination with the County's Whetstone Affordable Housing project.

**Objective 6: Environmental**

**Tasks:** Secure a Categorical Exclusion for the project. Initial environmental scoping has occurred for this project.

**Deliverable:** A completed Categorical Exclusion for the project.

**Objective 7: Cost**

**Tasks:** Develop an Engineer's Opinion of Probable Cost based on the design plans, detailed quantities, and reduce the contingency to the largest extent reasonable. This EOPC will be used to bid the project for construction.

**Deliverable:** A document detailing the project costs that will accurately inform grant, loan, and other funding requests.

**Objective 8: Construction Bidding**

**Tasks:** Write and provide the construction bidding documents in line with County, State and Federal requirements. Provide professional review of submitted bids to clarify differences as needed.

**Deliverable:** A ready-to-advertise construction bidding document and staff support.

**Objective 9: Public Process**

**Tasks:** The chosen consultant will provide information to the County to address public comments or concerns.

**Deliverable:** Provide documentation and information that will allow the County to take an informed lead in engagement with the Public.

## **Section IV. Submission Requirements**

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Firms submitting responses to this RFP solicitation must provide the following information and materials. The County shall not be liable for costs incurred in the preparation of a response to this RFP or in conjunction with any presentation associated with the response to this RFP. Submission packages should include an electronic version of the proposal in PDF format. Gunnison County welcomes a creative response to the RFP in any format that best expresses the proposal.

### **Interest:**

In a brief statement, indicate your interest in the project, the area, and our organization.

### **Experience and Professional Qualifications:**

In order to assess the capability of the consultant to carry out a quality planning process, please provide the following information.

- The status of the organization (partnership, corporation, etc.).
- Identification of principals, partners, and subcontractors that would participate in the planning and deliverable process, the nature of each participant's interest in the proposed project, and a summary of relevant experience of all key individuals.
- Past experience summary - identification of major planning projects in which the consultant has been involved, including location, scale, date completed, local references, and other relevant factors.
- Any material which further identifies experience or qualifications of the consultant.

### **Budget**

All Consultants shall provide a fixed price fee, as a “not to exceed” quotation for the total project. Provide a per-hour rate sheet for involved staff to aid in the consideration of any requested change orders during the project.

### **Timeline**

The Public Works anticipates this project will be completed within twelve (12) months of the notice to proceed. The County would like to commence construction during the 2026 calendar year and would prefer a single season construction project. Provide your own project schedule with ample justification for proposed timelines.

### **Consultant Point of Contact:**

Please identify the person in your organization who will serve as the point of contact, including name, email, address, and telephone.

Brush Creek Intersection Construction Plans  
Request for Proposals

**Proposal:**

Consultants' proposals must include responses to all requirements contained within the Objectives section of this RFP. By submitting a proposal, your firm agrees to all applicable provisions, terms, and conditions associated with this RFP. This RFP, your submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

**County Contact:**

Questions generated by respondents and subsequent answers by the owner will be answered and posted on the County website at: <https://www.gunnisoncounty.org/Bids.aspx>. The County will answer questions from potential respondents only in writing, no verbal responses shall be considered binding. All such questions and the County's answers will be provided by numbered addendum, by email and by public publishing. Please email questions to: Martin Schmidt, Assistant County Manager for Public Works, at: [mschmidt@gunnisoncounty.org](mailto:mschmidt@gunnisoncounty.org) [mailto:](mailto:mschmidt@gunnisoncounty.org)Please allow 2 work days for responses. No answers will be provided after December 24<sup>th</sup>.

A question and answer meeting will be hosted on Microsoft Teams on December 23<sup>rd</sup> at 9am. Please contact Martin Schmidt for the meeting details and login information.

All proposals must be submitted digitally to:

Assistant County Manager for Public Works  
Martin W. Schmidt  
[mschmidt@gunnisoncounty.org](mailto:mschmidt@gunnisoncounty.org)

Proposals must be received no later than 4:00 p.m. December 29th, 2025.

## **Section V. Evaluation Criteria and Review Process**

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In addition to the qualifications of the consultant team, the evaluation of each proposal will be based on the degree to which the proposal meets the objectives outlined in this RFP. Representatives of Gunnison County will assess the degree to which each proposal meets the requirements and responds to the preferences stated herein. The County reserves the right to reject any or all proposals. The proposal or proposals viewed most favorably will be asked to present their proposal in person or virtually and participate in discussion with representatives of Gunnison County about their proposal. A consultant shall be selected after presentations and a contract will be offered. The County reserves the right to consider alternatives, to waive irregularities and to re-solicit proposals on both an individual and general basis.

Consultants should expect that submitted proposals would be public documents unless arrangements are made in advance for confidential financial information or other information which may be protected by state law. Bid tabulation that includes the Company name and NTE price will be publicly available without a CORA request.

Final selection authority rests with Gunnison County.

Any resultant contract shall be awarded with reasonable promptness by appropriate notice to the best-value bidder, which may not necessarily be the lowest-price bidder. The department director is authorized to attempt to negotiate an adjustment of the price and/or the Scope of Work with one or more of the bidders.

## **Section VI. General Conditions**

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### **Reserved Rights:**

The County reserves the right to:

- Modify or terminate the selection process or contract at any time;
- Waive minor irregularities;
- Reject any and/or all responses to this RFP and to seek new proposals when it is in the best interest of the County to do so;
- Seek clarification or additional information from respondents as it deems necessary to the evaluation of the response;
- Request any additional information or evidence from individual respondents, including but not limited to financial status;
- Judge the respondent's written or oral representations as to their veracity, substance and relevance, including seeking and evaluating independent information on any consultant team members;
- Incorporate this RFP and the selected team's response to this RFP as a part of any formal agreement between the County and the respondent;
- Modify the development opportunity available to potential development teams.
- Require the use of the County Standard Professional Services Agreement for contract terms.

### **Hold Harmless:**

By participation in this RFP process, consultants agree to hold harmless Gunnison County their officers and employees from all claims, liabilities and costs related to all aspects of the consultant selection process.

### **Public Information:**

All documents, conversations, correspondence, etc. between the County and respondents are public information subject to the laws and regulations that govern Gunnison County, unless specifically identified otherwise.

### **Expenses:**

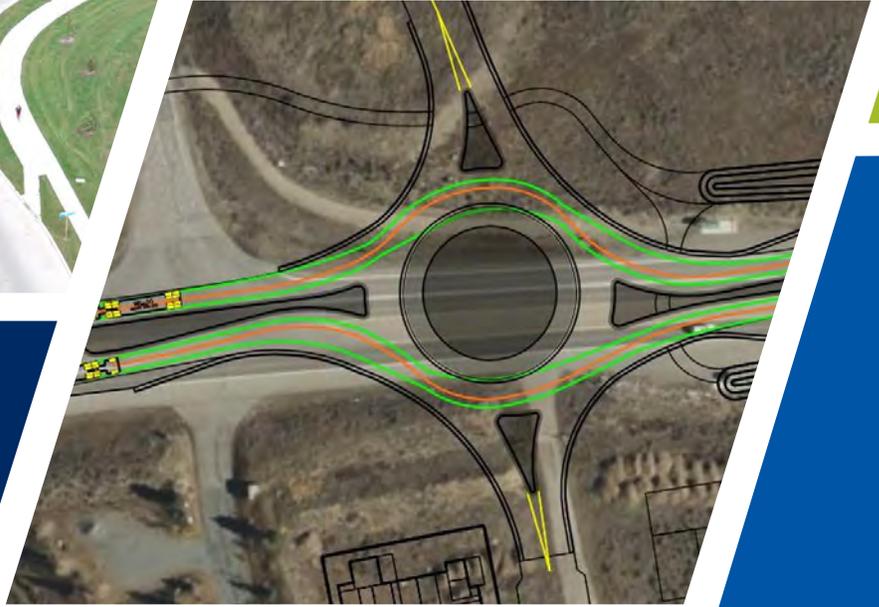
All expenses related to any consultant's response to this RFP, or other expenses incurred while the selection process is underway, are the sole obligation and responsibility of that consultant.

We appreciate your interest and look forward to reviewing the proposal from you.

APPENDIX "B"

SCOPE OF SERVICES

Consultant shall perform and provide the following services in the bid document:



# Brush Creek Intersection Construction Plans Project

Gunnison County, CO

January 2, 2026



JANUARY 2, 2026  
Martin W. Schmidt  
Assistant County Manager for Public Works  
Gunnison County Public Works  
195 Basin Park Drive  
Gunnison, CO 81230

**Subject: Gunnison County Brush Creek Intersection Construction Plans Project**

Dear Mr. Schmidt and Members of the Selection Committee,

In response to Gunnison County's Request for Proposals, Mead & Hunt is pleased to submit our statement of qualifications for the Brush Creek Intersection Construction Plans Project. Through our plethora of previous roundabout experience and unique knowledge and familiarity of this project, we understand the process, procedures, and requirements needed to successfully complete design on time and within budget. Mead & Hunt is qualified to fulfill the requirements of this project and provides Gunnison County the following advantages:

**Project-Related Experience:** The proposed Mead & Hunt team has been working with Gunnison County on the traffic analysis, conceptual layouts, and FIR design over the past two years. We know the site and its constraints, the stakeholders, the budgets, and the County's visions related to this project.

**Roundabout Experience:** Our local team have unparalleled experience with the analysis, planning, and design of roundabouts. The team members we propose to Gunnison County have combined work experience on over 80 roundabout projects in Colorado alone.

**Multimodal Accessibility Experts:** We have professionals on staff who focus solely on project compliance and understanding bicyclists and Americans with Disabilities Act (ADA)/Public Rights-of-Way Guidelines (PROWAG), including how they interact with roundabouts.

**Local Experience and Understanding:** We are based in Colorado, with decades of experience working on projects on the Western Slope. We are familiar with the associated roadway networks, safety concerns, and traffic patterns.

**Availability:** The Mead & Hunt team is available and committed to Gunnison County for the duration of this contract. We have the capacity to complete this project in a timely manner.

**Cost Effectiveness:** Our past experience at this site, understanding of its constraints, and ownership of all the previous design records will result in a more efficient, budget-conscious design process.

**Schedule/Budget:** Our prior work on this project provides us with a foundation of understanding and relationship with the County and CDOT, uniquely positioning us to meet your schedule expectations for beginning construction this summer. We are also the team best-suited to understand the budgetary needs of the project; our goal is to jump in and complete what we've already started.

**Project Team:** We propose the same core team already working with you on the Financial Information Reporting (FIR) plan development; making it a seamless transition. Most of our core members have been working together since 2001; they know each other, work together in the same office, understand each members' strengths, and can hit the ground running on day one.

**Consultant Point of Contact:** Rob Pratt, PE, is the primary point of contact. His contact information is listed below.

Sincerely,  
Mead & Hunt, Inc.



**Rob Pratt, PE**  
Colorado Transportation Engineering Supervisor  
rob.pratt@meadhunt.com | 719-237-9850



**Paul Silberman, PE, PTOE**  
Vice President, Transportation Planning  
paul.silberman@meadhunt.com | 443-741-3697

# PROJECT OBJECTIVES AND DELIVERABLES

## **OBJECTIVE 1: PHYSICAL**

**TASKS:** *Design mitigation of any issues related to soil structures, topography/survey, drainage, and stormwater management for the full project site for during and post construction operation.*

Granite Engineering completed a comprehensive geotechnical investigation and prepared a report dated May 15, 2025 for Mead & Hunt. This report provides detailed analysis of in-situ soils, groundwater conditions, pavement characteristics, and recommendations for retaining wall types and foundation systems.

Based on Granite’s findings, a gravity wall system was identified as the most practical solution—offering ease of construction, minimal external impacts, and cost efficiency. The FIR plans and cost estimates reflect this wall system. Additionally, the geotechnical report noted substantial rock and boulders beneath the proposed roundabout footprint.

To address the extensive excavation required for storm piping associated with the underpass, Mead & Hunt collaborated with Gunnison County and determined that a sump pit with shallower pipe trenches would be a more constructible and cost-effective alternative, saving significant time and resources.

Mead & Hunt’s FIR design prioritizes minimizing stormwater impacts and reducing the overall project footprint while leveraging existing infrastructure wherever possible. Both temporary and permanent Best Management Practices (BMPs) have been incorporated to meet all state and local stormwater management requirements.

Minimizing right-of-way (ROW) impacts required careful coordination to balance proper roundabout geometrics, reduce grading without additional wall structures, and keep as much of the roundabout as possible within State or County property. Our team worked diligently during the FIR phase to achieve these objectives.

**DELIVERABLES:** *Engineer-stamped geotechnical, drainage, and stormwater reports and plans to support construction management and long-term maintenance of the project.*

As part of the FIR submittal to Gunnison County and CDOT, Mead & Hunt has already provided:

- Geotechnical report
- Drainage
- FIR Plans

- FIR cost estimate
- SUE report

With no comments received from the County or CDOT on these sections during FIR review, our goal for finalizing the project is to maintain the established design approach. Each report will be finalized and sealed for the FOR and Construction submittals.

## **OBJECTIVE 2: INFRASTRUCTURE**

**TASKS:** *Identify required ROW needs, utility relocations, and required permitting.*

The Mead & Hunt team partnered with Ridgeline Land Surveying to produce a detailed topographic survey that identifies all relevant ROW lines and property ownership boundaries. In the upcoming FOR phase, Mead & Hunt will convert this survey and the design footprint into formal ROW plans in full compliance with CDOT guidelines.

Additionally, Mead & Hunt has received a comprehensive SUE (Subsurface Utility Engineering) plan set illustrating known utilities within the project area. While the FIR design has accounted for these utility locations wherever possible, we anticipate that excavation for the trail and underpass will result in unavoidable utility impacts. These will be addressed as part of the FOR design package to ensure proper coordination and mitigation.

**DELIVERABLES:** *Finalize permanent and construction easements needed for the entire project; finalize acquisition as needed; finalize SUE work and reports and provide notification to utility owners of potential conflict and the suggested remedy, coordinating as needed; and detail the needed permits for full construction.*

A formal ROW plan will be prepared for submittal to CDOT, and if required, our team will participate in the ROWPR meeting.

We will coordinate closely with CDOT Region 3 utilities staff to address all impacted utility lines within the ROW. This process will include meetings with utility companies and completion of all necessary documentation, which will likely involve Form 987 and Form 1298. All utility coordination details will be incorporated into the appropriate section of the project specifications package.

## **OBJECTIVE 3: PLAN DOCUMENTS**

**TASKS:** *Evaluate traffic and road construction engineering required for the project.*

Mead & Hunt is recognized as a national leader in the design and implementation of roundabouts. For this project, we have thoroughly evaluated current and projected traffic conditions using industry-standard tools, including HCS, Rodel, and VISSIM. Our in-house roundabout specialists—such as Tory Pankratz—have reviewed and approved the proposed geometrics to ensure optimal performance. We are confident the design will meet both present and future traffic demands, including anticipated growth from the Whetstone development, for the next 20–30 years.

The team responsible for the FIR plan set has over 150 years of combined experience in pedestrian and trail design, including numerous underpass projects throughout Colorado. We adhere to all applicable local, state, and federal standards, including CDOT, FHWA, AASHTO, ADA, PROWAG, and NACTO guidelines.

A creative roundabout design is only valuable if it can be built efficiently and safely. Our team has carefully vetted the FIR design for constructability and developed a logical phasing plan that prioritizes safety and minimizes disruption. Our goal is to limit the number of phases, reducing contractor movements and maintaining consistent driver expectations throughout construction.

**DELIVERABLES:** *Develop engineer-stamped roadway, underpass, and trail plan sheets with layouts, profiles, pavement details, and typical sections per the CDOT Local Agency Manual or other standards.*

The FIR plan set for this project was developed in accordance with CDOT protocols for FOR submittals. Several members of our design team have over 30 years of experience working on Local Agency Projects (LAP) in collaboration with CDOT. The FIR set submitted to CDOT includes a cover sheet listing all anticipated plan sheets for the final package.

An accompanying specification package—prepared to meet CDOT requirements and incorporating Gunnison County’s front-end documents and contract provisions—will be included with the FOR and Construction submittals.

#### **OBJECTIVE 4: DESIGN FEATURES**

**TASKS:** *Evaluate other design and construction features for the project. Suggest additional cost saving or value increasing changes to the current plans.*

During development of the FIR cost estimate, it became evident that the proposed design exceeded the

available project budget. In response, Mead & Hunt collaborated closely with Gunnison County to conduct an informal value engineering review. Together, we identified several design modifications that will deliver significant cost savings without compromising functionality or safety, including:

- Incorporating a sump pit for the underpass, as previously discussed
- Raising the underpass elevation
- Switching the wall type to an MSE gravity system instead of cast-in-place concrete
- Using asphalt for approach pavement in lieu of concrete

**DELIVERABLES:** *Construction traffic control plans; permanent traffic control plans; pavement marking and signing plans; lighting plans; landscape plans; and any other plan required for the project.*

The Mead & Hunt team will build upon the work completed for the FIR package as we advance to the FOR and Construction Document submittals. Construction and permanent traffic control plans, along with signing and striping layouts, are already included in the FIR set and are expected to require only minor adjustments for finalization.

Lighting and landscaping plans will be developed and incorporated during the FOR phase and subsequent stages.

#### **OBJECTIVE 5: PROJECT OVERSIGHT**

**TASKS:** *Create an actionable plan for project implementation; meet with the public, stakeholders, and other agencies; manage project engineering; and coordinate with the Construction Manager.*

Unless otherwise requested by the County, we do not anticipate any significant changes to the current project management approach. Our team will continue to hold regular progress meetings with County staff and coordinate with the Whetstone development team as needed throughout the project.

CDOT will remain engaged at key stages, particularly for right-of-way and utility coordination, as well as during FOR and Construction Document design reviews.

**DELIVERABLES:** *Host or attend two meetings with CDOT staff; two public meetings; two internal team coordination meetings; and up to 10 construction meetings to provide information and expertise during construction.*

We will provide a step-by-step project implementation plan and schedule to construction completion, including substantial coordination with the County's Whetstone Affordable Housing project

We anticipate the following meetings, at a minimum:

- CDOT FOR and Construction Document review
- Coordination with CDOT Utilities staff to address impacts and relocations within the ROW
- Meetings with CDOT ROW staff regarding acquisitions, easements, and potentially a ROWPR session
- Public meetings, including presentations to Council as needed
- Coordination meetings with the Whetstone development team, likely 1–2 times per month

A proposed schedule outlining the remaining steps and deliverables is included in this proposal.

#### **OBJECTIVE 6: ENVIRONMENTAL**

**TASKS:** *Secure a Categorical Exclusion for the project. Initial environmental scoping has occurred for this project.*

Although we do not anticipate any environmental impacts from this project, we will follow CDOT Local Agency protocols and NEPA guidelines, which will likely require a Categorical Exclusion (CatEx). Our team has been working closely with County staff to provide the necessary information to support their preparation and submission of the required documentation.

**DELIVERABLES:** *A completed Categorical Exclusion for the project.*

The Mead & Hunt team includes NEPA specialists who can assist the County in completing ongoing environmental tasks, including finalizing the Categorical Exclusion (CatEx).

#### **OBJECTIVE 7: COST**

**TASKS:** *Develop Engineer's Opinion of Probable Cost (EOPC) based on the design plans, detailed quantities, and reduce the contingency to the largest extent reasonable. This EOPC will be used to bid the project for construction.*

The Mead & Hunt team has prepared EOPC at each project milestone. The pre-FIR EOPC revealed that the initial design exceeded available funding, prompting our team and Gunnison County to conduct an impromptu value engineering review.

Our cost estimates are based on bid data from recent, comparable projects on the Western Slope, including

CDOT Region 3 and Region 5 work. We recognize that bidding in rural areas such as Gunnison County differs significantly from urban markets like Denver. Costs are typically higher, particularly for asphalt, concrete, precast boxes, and storm pipe, due to extended delivery distances from plants and manufacturing facilities. Additionally, items such as asphalt milling involve substantial mobilization expenses.

**DELIVERABLES:** *Document detailed project costs to accurately inform grant, loan, and other funding requests.*

We will maintain the EOPC spreadsheet with updated quantities and costs for County staff reference.

#### **OBJECTIVE 8: CONSTRUCTION BIDDING**

**TASKS:** *Write and provide the construction bidding documents in line with County, State and Federal requirements. Provide professional review of submitted bids to clarify differences as needed.*

The construction package for the FOR and final submittal will fully comply with Gunnison County and CDOT requirements. It will include all required County front-end documentation, CDOT specifications, applicable project-specific provisions, and utility relocation details. The final package will also incorporate completed reports and plans, including drainage, geotechnical, SWMP, approved ROW plans, SUE plans and report, along with all associated environmental documentation.

**DELIVERABLES:** *A ready-to-advertise construction bidding document and staff support.*

The final package will be delivered electronically in a structured folder for County use during the bidding process.

#### **OBJECTIVE 9: PUBLIC PROCESS**

**TASKS:** *The chosen consultant will provide information to the County to address public comments or concerns.*

Mead & Hunt will be accessible for the duration of the project, ensuring timely delivery of information and documentation to address any questions or issues.

**DELIVERABLES:** *Provide documentation and information that will allow the County to take an informed lead in engagement with the Public.*

Key members of our team—Chris, Rob, and Paul—will continue to provide support via email, Teams, or phone whenever questions arise.

## EXPERIENCE AND PROFESSIONAL QUALIFICATIONS

### ABOUT MEAD & HUNT

Mead & Hunt, Inc. has assembled a multidisciplinary team of planners, engineers, and analysts with deep expertise in transportation planning and a strong understanding of the local context. Our team includes licensed Professional Engineers, certified planners, and traffic operations experts who have successfully delivered similar projects across Colorado and beyond.

Mead & Hunt is an employee-owned firm with approximately 1,400 employees in more than 50 offices nationwide. We proudly serve the Centennial State with an office in Denver. For over a century, we have built a reputation as an engineering and architecture firm powered by innovative thinkers and technical experts. When you look beneath the surface, you'll find the secret behind our longevity is the relationships we've built with our clients. Above all else, your success is our success.

Our key staff are committed to a hands-on, side-by-side work approach with each client. Mead & Hunt brings a blend of "ground truth" experience in day-to-day transportation system operations with innovative designs, advanced technology applications, and a deep understanding of how to balance vehicle traffic flow with multimodal mobility and accessibility.

Mead & Hunt utilizes state-of-the-art computer equipment and software to perform traffic analysis, planning, engineering design, mapping, simulation, and visualization. We are versed in numerous advanced traffic analysis software tools including Synchro/SimTraffic, VISSIM, SIDRA, Highway Capacity Analysis, and TransCAD/Transmodeler. We utilize MicroStation Open Roads and Concept Station and AutoCAD Civil 3D roadway design software.

<p><b>WHO WE ARE</b></p> <p>Employee-Owned Engineering &amp; Architectural Firm</p>	<p><b>#82</b></p> <p>Top 500 Design Firms By Engineering News-Record</p>	<p>ONE OF THE <b>BEST</b> PLACES TO <b>WORK</b> By CE News</p>
<p><b>1400</b></p> <p>Employees</p>	<p><b>\$384</b></p> <p>Million Revenue in FY 2024</p>	

### ABOUT OUR SUBCONSULTANT PARTNERS

The Mead & Hunt team consists of members of the Colorado community. We have partnered with local subconsultants who are experts in their fields and have experience working with municipalities in southeast Colorado. Each subconsultant has been carefully selected to enhance our team with their unique skills and provide depth; we treat each as a partner with an equal voice, allowing for open and collaborative dialogue throughout the project. Our project manager, Rob, will be responsible for coordinating work with each of these firms. He has an established relationship with the subconsultants on our team, which will create cohesive coordination. Communication between each entity will be our focus, as it is the crux of a successful project.

Firm	Role	Experience
 SurvWest	• SUE/Utility mapping	 
 Granite Engineering Group	• Geotechnical engineering • Pavements	  
 Ridgeline Land Surveying	• Survey/ROW	  

 Long-standing sub-consultant  
  Experienced with similar projects  
  Experience with CDOT

## KEY STAFF OVERVIEW

Gunnison County requires a team with technical expertise and similar experience who know how to seamlessly work together to accomplish the goal, are familiar with the anticipated challenges, and know the participating agencies. Mead & Hunt provides the County a comprehensive team with on-point experience to address each element of this project. We bring an unmatched depth of knowledge of the challenges and opportunities this project faces. Our proposed key team members have a combined 150+ years of traffic and roadway as well as roundabout-related planning and design experience.

As depicted in the organization chart, we propose Rob Pratt, PE as our project manager. Rob's 35 years of planning, design, and project management experience, in conjunction with his successful leadership on similar projects, will be an asset to the County. Rob will be joined by a select group of key members and support staff to finish this project efficiently.



### DEDICATED PROJECT TEAM

The Mead & Hunt team provides Gunnison County:

- A team who completed the traffic analysis, planning, conceptual layouts, and FIR design of this project
- An experienced core team who have been working together on similar projects for many years
- Strong and relevant engineering experience on similar projects
- A client-centered philosophy focused on responsive and quality work
- A commitment to the success of this project
- A team who enjoy working with communities to improve safety and infrastructure

## GUNNISON COUNTY



### Project Manager

🔑 Rob Pratt, PE

### Quality Control Manager

Scott Hasburgh, PE

## DESIGN TEAM

### Roadway & Trail Design

- 🔑 Chris Day, PE
- 🔑 Dave Oberosler

### Drainage/SWMP

Chris Day, PE

### Roundabout

- 🔑 Chris Day, PE
- 🔑 Troy Pankratz, PE

### Signing & Striping

Murat Jenidi, PE, PTOE

### Lighting

Murat Jenidi, PE, PTOE

### ADA Compliance

- 🔑 Aram Mahmood, PE

### Traffic Control/MOT

Ashley Przybysz, EI

### Utility Coordination/Relocation

- 🔑 Dave Oberosler

## SUPPORT SERVICES AVAILABLE AS NEEDED

### Value Engineering/Constructability

- 🔑 Rob Pratt, PE

### Cost Estimating

- 🔑 Chris Day, PE

### Transit

- 🔑 Paul Silberman, PE, PTOE

### Environmental/NEPA

Veronica Miller

### Geotechnical Engineering

Hai Ming Lim, PE\* (GEG)

### SUE

Bobby Belmont\* (SW)

### Survey/ROW

Jim Lenz, PLS\* (RL)

🔑 Key Staff — resume included  
Subconsultant team member\*

(RL) Ridgeline Land Surveying

(SW) SurvWest

(GEG) Granite Engineering Group

## KEY STAFF RESUMES



# Rob Pratt, PE

## PROJECT MANAGER

Rob has over 35 years of experience in transportation planning, engineering, design, and management of all types and sizes of infrastructure projects. His expertise is in roadways; highways; heavy, commuter, and light rail; transit facilities, airports; trails; intersections/roundabouts; traffic analysis; access control; safety studies; pedestrian infrastructure; parking; construction phasing; and land development. Rob creatively approaches the design and construction process by seeking practical alternatives and working outside the box to keep projects on schedule and within budget while maintaining client satisfaction. Having spent several years working for a contractor, he brings extensive experience with bidding procedures, contracts, and risk analysis. This experience helps clients and design teams be more efficient in managing challenges, developing appropriate mitigative measures, preparing estimates, and creating logical construction phasing plans.

## EDUCATION

- BS, Civil Engineering, Michigan State University, 1993

## REGISTRATIONS

- Licensed Professional Engineer – Colorado #32964



## WHY ROB?

Rob's collaborative style and technical expertise in the planning and design of roundabouts position him as an ideal candidate for managing projects such as this. His skill in effectively coordinating with stakeholders, along with his adept use of long standing team member relationships, will lead to timely and budget-conscious project execution. His dedication to operational efficiency and high-quality design makes him a valuable asset as an extension of your staff for this project.

## ROUNDBOUT PLANNING AND DESIGN EXPERIENCE

- US 6 Roundabout – Dillon, Colorado
- Brush Creek Roundabout – Gunnison County, Colorado
- 38th Avenue Improvements – Wheat Ridge, Colorado
- Bradley Road Improvements – El Paso County, Colorado
- Eastonville Road Safety Improvements – El Paso County, Colorado
- Sulfur Creek Road – Meeker, Colorado
- West Colorado Avenue – Telluride, Colorado
- 124th Avenue & Claud Court – Thornton, Colorado
- Sorento Development – El Paso County, Colorado
- Fifth Street Safety Improvements – Castle Rock, Colorado
- I-25 & Wilcox - Castle Rock, Colorado
- SH 83 & Stagecoach Road – El Paso County, Colorado
- US 285 & Kings Valley – Conifer, Colorado
- West Colorado & SH 141 – San Miguel County, Colorado
- US 50 & Bidwell – Gunnison, Colorado
- US 50 & Tomichi – Gunnison, Colorado
- I-25 & Midland Avenue – West Glennwood Springs, Colorado
- Horizon Drive & 12th Street – Grand Junction, Colorado
- US 6 & SH 131 – Wolcott, Colorado
- Aviation Way – Colorado Springs, Colorado
- 8600 Road – West Jordan, Utah

## ADDITIONAL RELATED PROJECT EXPERIENCE

- Confluence Drive – Delta, Colorado
- US 550 & US 160 Interchange – Durango, Colorado
- SH 62 & CR 60X Intersection – San Miguel County, Colorado
- US 550 & 12th – Durango, Colorado



# Chris Day, PE

## PROJECT ENGINEER

Chris has been managing and designing the development of corridor safety projects for over 35 years. He has worked with Thornton and many different communities in Colorado to design safe and efficient transportation infrastructure in compliance with local, state, and federal standards. Chris is an advocate for leveraging technology to facilitate the design process including extensive experience with AutoDesk Civil3D. In particular, he focuses on the grading, roadway, site design, utility, pipes, and analysis tools in the program. Chris has also worked on projects using Bentley InRoads and GeoPack. He has a thorough understanding of local and state design manuals regarding the planning and development of roundabouts, especially CDOT Chapter 9.

## EDUCATION

- BS, Civil Engineering, Lehigh University, 1990

## REGISTRATIONS

- Licensed Professional Engineer – Colorado #35037



## WHY CHRIS?

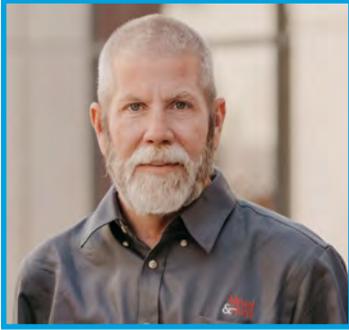
Chris provides the team with nearly 30 years of Colorado-centric experience in all aspects of design. His understanding of all things CDOT, roadways, municipal, and roundabouts, coupled with his detail driven design, will provide the team with an outstanding foundation.

## ROUNABOUT PLANNING AND DESIGN EXPERIENCE

- US 6 Roundabout – Dillon, Colorado
- Brush Creek Roundabout – Gunnison County, Colorado
- 38th Avenue Improvements – Wheat Ridge, Colorado
- West Colorado Avenue – Telluride, Colorado
- 124th Avenue & Claud Court – Thornton, Colorado
- US 160 & US 550 – Durango, Colorado
- US 50 & Bidwell – Gunnison, Colorado
- Horizon Drive & 12th Street – Grand Junction, Colorado
- US 6 & SH 131 – Wolcott, Colorado
- Jefferson Street – Frederick, Maryland

## ADDITIONAL RELATED PROJECT EXPERIENCE

- US 550 & US 160 Interchange – Durango, Colorado
- Confluence Drive – Delta, Colorado
- US 24 Trail – Woodland Park, Colorado
- Fernald Trail Pedestrian Underpass – Commerce City, Colorado
- Midtown Trail at 104th Pedestrian Underpass – Thornton, Colorado
- Stonehocker Trail Pedestrian Underpass – Thornton, Colorado
- Animas River Trail – Durango, Colorado
- US 50 – Pueblo, Colorado
- River Trail – Delta, Colorado
- I-24 & Cimarron Interchange – Colorado Springs, Colorado
- SH 67 Improvements – Cripple Creek, Colorado
- SH 21 & Woodmen Road Interchange – Colorado Springs, Colorado
- Meridian Road – El Paso County, Colorado
- US 85 Intersection Improvements – Fountain, Colorado



# Dave Oberosler

## DESIGNER

Dave has 30 years of CAD and design experience on transportation projects of all types. The majority of his career has been focused on communities along the front range of Colorado. He has served as a CAD Manager, mentor, and trainer for AutoDesk products such as Civil3D, AutoTurn, and many of the new design modules available. He is also proficient with MicroStation Open Roads Designer. Dave has led and assisted with design efforts on transportation projects of all shapes and sizes, especially in the areas of roadways, highways, interchanges, intersections (including roundabouts), traffic signals, signing, and striping.

## EDUCATION

- AS, Computer Aided Drafting, 1996

## REGISTRATIONS

- AutoCAD Civil 3D Certified Professional



## WHY DAVE?

Dave has nearly three decades of transportation design experience, including the development of many roundabouts in Colorado. His experience with design will be vital to the team, however his biggest asset is his long history of bringing expertise to similar projects with Rob and Chris since 2001.

## ROUNDBOUT PLANNING AND DESIGN EXPERIENCE

- US 6 Roundabout – Dillon, Colorado
- Brush Creek Roundabout – Gunnison County, Colorado
- 38th Avenue Improvements – Wheat Ridge, Colorado
- Eastonville Road Safety Improvements – El Paso County, Colorado
- West Colorado Avenue – Telluride, Colorado
- Sorento Development – El Paso County, Colorado
- Fifth Street Safety Improvements – Castle Rock, Colorado
- West Colorado & SH 141 – San Miguel County, Colorado
- US 50 & Bidwell – Gunnison, Colorado
- US 50 & Tomichi – Gunnison, Colorado
- Horizon Drive & 12th Street – Grand Junction, Colorado
- US 6 & SH 131 – Wolcott, Colorado
- Aviation Way – Colorado Springs, Colorado
- Evy Creek Road – Eagle, Colorado
- Drennan Road – Colorado Springs, Colorado
- Lake Avenue – Colorado Springs, Colorado

## ADDITIONAL RELATED PROJECT EXPERIENCE

- Cottonwood Creek Trail Pedestrian Underpass – Colorado Springs, Colorado
- Sinton Trail Pedestrian Underpass – Colorado Springs, Colorado
- Homestead Trail – Colorado Springs, Colorado
- Community Trail Pedestrian Underpass – Elizabeth, Colorado
- US 550 & US 160 Interchange – Durango, Colorado
- Animas River Trail – Durango, Colorado
- Pikes Peak Greenway Trail – Colorado Springs, Colorado
- Industrial Trail – Broomfield, Colorado
- Newlin Gulch Trail – Parker, Colorado
- Colorado Avenue Trail, Telluride, Colorado



# Aram Mahmood, PE

## DESIGN ENGINEER

Aram has over eight years of diverse experience designing and managing transportation infrastructure projects of all types. He has experience both as a consultant and working in the engineering department of a Colorado municipality. He utilizes software packages such as MicroStation OpenRoads, as well as AutoCAD – Civil3D, AutoTurn, and SignCad. He has extensive experience working with the Colorado Department of Transportation (CDOT) design manuals, AASHTO Highway Design Guide, AASHTO Bike/Trails Manual, Manual on Uniform Traffic Control Devices (MUTCD), and other pertinent documents. His design experience includes roadways, trails, intersections, sidewalks, traffic signals, drainage, quality control, grant writing, and specification package writing.

## EDUCATION

- MS, Transportation and Urban Design, University of Colorado, 2020
- BS, Civil Engineering, University of Colorado, 2017

## REGISTRATIONS

- Licensed Professional Engineer – Colorado #0059250



## WHY ARAM?

Aram provides our team with a fresh perspective to help better serve our clients. Prior to joining Mead & Hunt, he worked for a municipality, which entailed reviewing consultant designs, managing the construction of projects, and reviewing budgets. This experience on the public side will help provide Thornton with complete, concise documents.

## ROUNABOUT PLANNING AND DESIGN EXPERIENCE

- US 6 Roundabout – Dillon, Colorado
- Brush Creek Roundabout – Gunnison County, Colorado
- 38th Avenue Improvements – Wheat Ridge, Colorado
- US 50 & Bidwell – Gunnison, Colorado
- Horizon Drive & 12th Street – Grand Junction, Colorado
- US 6 & SH 131 – Wolcott, Colorado
- East Dartmouth Traffic Calming – Englewood, Colorado
- I-25 Express Lane – Fort Collins, Colorado
- Jefferson Street – Frederick, Maryland

## ADDITIONAL RELATED PROJECT EXPERIENCE

- West Dartmouth Multimodal Safety Improvements – Englewood, Colorado
- Rail Trail – Englewood, Colorado
- Granite Street Multimodal Improvements – Frisco, Colorado
- Dransfeldt Road Multimodal Improvements – Parker, Colorado
- I-25 Mobility Hub – Lone Tree, Colorado
- CDOT Region 1 Ramp Metering – Castle Rock, Colorado
- CDOT Region 1 Signal Safety Improvements – Denver Metro, Colorado
- US 550 & US 160 Interchange – Durango, Colorado
- Multimodal Improvements – City and County of Denver, Colorado
- Bruce Randolph Avenue – City and County of Denver, Colorado
- Floyd Avenue Improvements – Englewood, Colorado
- MLK Jr. Boulevard – City and County of Denver, Colorado
- Safe Routes to School – Austin, Texas



# Paul Silberman, PE, PTOE

## TRANSIT AND ROUNDABOUT EXPERT

Paul has nearly three decades of hands-on experience in transportation planning, engineering, and traffic analysis and design. This experience includes working on planning, operations analysis, and design for over a dozen new roundabouts. Paul's experience also includes traffic data collection, traffic modeling and simulation, traffic safety analysis including predictive safety benefits, feasibility, and alternatives analysis for design vehicles, inscribed diameter, tapers, splitter, and center island elevations, and approach and circulating lane widths, pedestrian and bicycle infrastructure, right-of-way needs, environmental impacts, stormwater management, construction cost estimates, and stakeholder and public outreach. Paul is hands-on with numerous traffic analysis software packages including SYNCHRO, HCS, SIDRA, RODEL, and VISSIM analysis tools as well as AASHTO, ITE, MUTCD, and CDOT guidelines and design standards.

## EDUCATION

- MS, Civil Engineering, University of Maryland, 2000
- BS, Civil Engineering, University of Maryland, 1996

## REGISTRATIONS

- Licensed Professional Engineer – Colorado #0057017
- Professional Traffic Operations Engineer #1287



## WHY PAUL?

Paul has recently completed analysis and feasibility studies for over a dozen roundabouts just in Colorado. His national perspective often provides a fresh perspective and ideas to each project.

## ROUNDABOUT PLANNING AND DESIGN EXPERIENCE

- US 6 Roundabout – Dillon, Colorado
- Brush Creek Roundabout – Gunnison County, Colorado
- 38th Avenue Improvements – Wheat Ridge, Colorado
- US 50 & Bidwell – Gunnison, Colorado
- US 50 & Tomichi – Gunnison, Colorado
- Berkley & Mesa – Pueblo, Colorado
- Downtown Safety Improvements – Lyons, Colorado
- Multimodal Improvements – City and County of Denver, Colorado
- US 34/ North High Street – Lyons, Colorado
- US 6/ Heritage Interchange – Golden, Colorado
- 92nd Avenue/ Tejon – Federal Heights, Colorado
- G and 23rd ½ – Grand Junction, Colorado
- F ½ and 24th 1/2 – Grand Junction, Colorado
- G and 26th 1/2 – Grand Junction, Colorado
- G and Horizon – Grand Junction, Colorado
- SH 340/ Road 23 – Grand Junction, Colorado
- Cottonwood/ 10th Street – Cottonwood, Arizona
- Salt Creek Highway/ Sunset Boulevard – Bar Nunn, Wyoming
- 1st Street/ Yellowstone Highway – Casper, Wyoming
- High School Road/ Gregory Lane – Jackson, Wyoming



# Troy Pankratz, PE

## ROUNDBABOUT EXPERT

Troy has over 25 years of experience managing roundabout projects with a high level of involvement in roadway and traffic design. Troy specializes in the geometric design of roundabouts with complex geometry and corridors. He is a certified Level III Roundabout Designer. Troy has been the primary designer of more than 150 roundabouts. For each of these projects, Troy was involved from the start of the project through final plans. This allowed him to implement proper modern roundabout design principles and see that best practices in design had been used. In addition to primary design, Troy has been involved in over 200 roundabouts in a peer reviewer or advisor capacity.

## EDUCATION

- BS, Civil Engineering, University of Wisconsin, 1999

## REGISTRATIONS

- Licensed Professional Engineer – Colorado #41504
- WisDOT Level 3 Roundabout Designer

## PRESENTATIONS

- SCAPWA, "What to Look for When Reviewing a Roundabout", June 15, 2021
- SCLTAP, "Roundabout Design Checks", May 19, 2021
- IDOT/ACEC Lunch and Learn, "Roundabout Design Checks", March 19, 2021
- Transportation Research Board International Roundabout Conference, 2014; "Design Considerations for 5 and 6 Leg Roundabouts"
- Georgia American Society of Highway Engineers, 2013; "Roundabout Design Process: Strategy and Details"



## WHY TROY?

Troy is a nationally-recognized expert with extensive roundabout design and management experience. Troy will provide the team with over 20-years of pure roundabout knowledge and experience.

## ROUNDBABOUT PLANNING AND DESIGN EXPERIENCE

- US 34 & MacGregor Ave – Estes Park, Colorado
- SH 340 & Redlands Parkway – Grand Junction, Colorado
- Ridgeway Parkway – Lone Tree, Colorado
- Brush Creek & Kearns – Snowmass Village, Colorado
- Lewiston Way – Aurora, Colorado
- I-76 & Bridge Street Interchange – Brighton, Colorado
- I-70 & Rifle – Rifle, Colorado
- US 6 Roundabout – Dillon, Colorado
- Brush Creek Roundabout – Gunnison County, Colorado
- 38th Avenue Improvements – Wheat Ridge, Colorado
- US 50 & Bidwell – Gunnison, Colorado
- Horizon Drive & 12th Street – Grand Junction, Colorado
- US 6 & SH 131 – Wolcott, Colorado
- 24 Rd & G Road – Grand Junction, Colorado
- US 285 & SH 9 – Fairplay, Colorado
- US 6 & Elberta – Palisade, Colorado
- US 6 & Eagle River – Granby, Colorado
- I-70 & Horizon Drive – Grand Junction, Colorado
- SH 133 & Main Street – Carbondale, Colorado
- G Road & 26.5 Road – Grand Junction, Colorado
- US 24 & Twin Lakes – Granby, Colorado
- West Parachute Interchange – Parachute, Colorado
- SH 133 & Crystal River – Carbondale, Colorado

PAST EXPERIENCE

**US 6 & LAKE DILLON DRIVE — DILLON, CO**



**US 35 & BRUSH CREEK — GUNNISON COUNTY, CO**



**SIMILAR SERVICES**

- Traffic data collection
- Intersection analysis
- Roundabout planning and design
- Drainage analysis and design
- Lighting design
- ADA compliance
- SUE/Utility coordination
- Public engagement
- Survey/ROW
- MOT
- Value engineering
- Constructibility review

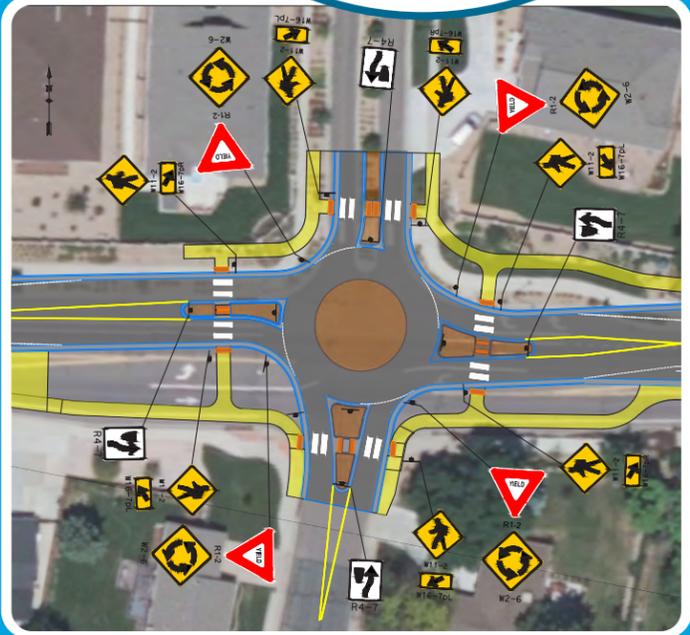
**SIMILAR TEAM**

- Rob Pratt, PE
- Paul Silberman, PE, PTOE
- Chris Day, PE
- Dave Oberosler
- Aram Mahmood, PE
- Troy Pankratz, PE

**CDOT LOCAL AGENCY PARTNER**



**38TH AVENUE — WHEAT RIDGE, CO**



**92ND AVENUE — FEDERAL HEIGHTS, CO**



**US 6 & LAKE DILLON DRIVE — DILLON, CO:** Mead & Hunt evaluated corridor access control modifications including new access points, changes in traffic controls, and enhanced multimodal infrastructure/accessibility along US 6. The team was responsible for traffic data collection, traffic analysis, multimodal accessibility, and the preliminary design of multiple roundabouts. Final plans are almost complete for a two-lane roundabout at Lake Dillon Drive. Our team is working closely with the Town and State to assist with allocating grant funding to assist with the anticipated construction.

**CLIENT REFERENCE:** Dan Burroughs, Town Engineer; [dburroughs@townofdillon.com](mailto:dburroughs@townofdillon.com); 970-418-2544

**SH 135 & BRUSH CREEK — GUNNISON COUNTY, CO:** Mead & Hunt conducted a traffic study and FIR design for a roundabout at the US 35/Brush Creek intersection. The team is responsible for traffic data collection, traffic forecasting, traffic safety analysis, alternatives development and analysis, modifications to access controls, screening and prioritization, concept design, cost estimates, and stakeholder and public outreach. The team's value engineering ideas aligned the project costs to the available funds without sacrificing mobility, safety, or the intent of the project, reducing the anticipated construction cost by over 20%.

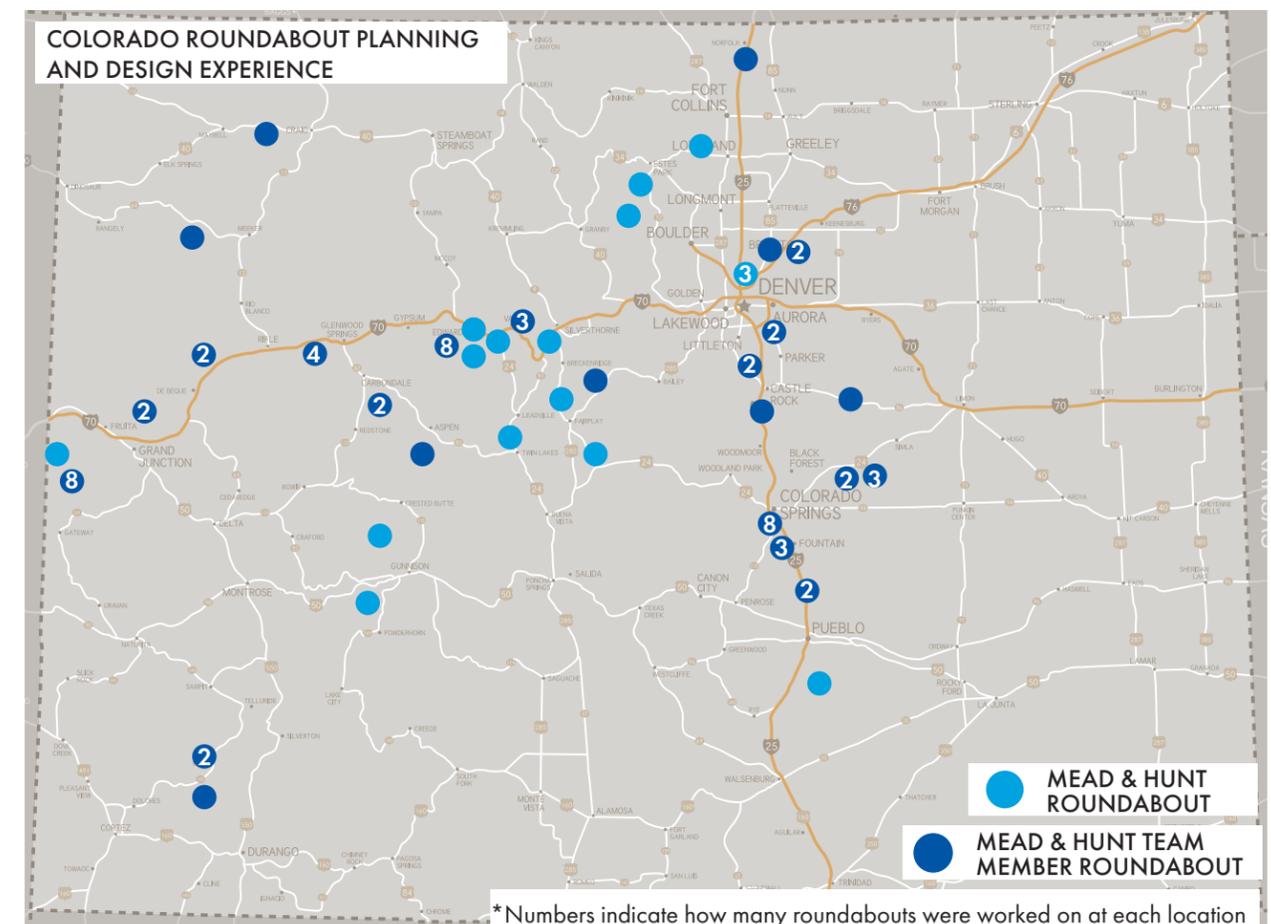
**CLIENT REFERENCE:** Martin Schmidt, Assistant County Manager; [mschmidt@gunnisoncounty.org](mailto:mschmidt@gunnisoncounty.org); 970-641-0044

**38TH AVENUE — WHEAT RIDGE, CO:** Mead & Hunt was responsible for performing a comprehensive corridor study and design to address traffic safety, access, and multimodal needs. Mead & Hunt worked closely with applicable stakeholders to develop alternatives that provide improved multimodal accessibility, traffic safety, traffic calming, upgraded traffic controls, and streetscape design. Design included incorporating three roundabouts into the corridor. A high level of detail was needed for the MOT plan to confirm the phasing and alignment would work for the adjacent fire station, school bus routes, and RTD transit stops.

**CLIENT REFERENCE:** Ashley Holland, Neighborhood Engagement Specialist; [aholland@ci.wheatridge.co.us](mailto:aholland@ci.wheatridge.co.us); 303-235-2858

**92ND AVENUE — FEDERAL HEIGHTS, CO:** Mead & Hunt is assisting the City of Federal Heights with the development of a 1-mile corridor. The improvements include multiple multi-lane roundabouts, pedestrian infrastructure, drainage, signalized intersections, and traffic control on a very narrow right-of-way footprint.

**CLIENT REFERENCE:** Don Stahurski, Public Works Director; [dstahurski@fedheights.org](mailto:dstahurski@fedheights.org); 303-412-3521



## PROJECT UNDERSTANDING

The intersection of SH 135 and Brush Creek Road is approximately 2 miles south of the Town of Crested Butte in Gunnison County, Colorado. Assuming SH 135 is a north-south highway, the existing intersection consists of a three-lane asphalt paved section on the highway, a two-lane asphalt paved section on Brush Creek Road to the east, and unpaved lane on Brush Creek Lane to the west. Gunnison County is in the process of constructing multi-family housing on the west of SH 135, which has been the trigger for needing a new higher capacity intersection. The current FIR plan, as accepted by CDOT R3, is a 1-lane roundabout with pedestrian underpass, servicing a bus stop on each side of the highway.

## PROJECT APPROACH

Rob Pratt, PE will proactively administer and execute all tasks required to successfully deliver this project. We will work diligently to follow the proposed schedule and meet or exceed expectations with our analysis and design. Our team commits to work with County staff as one cohesive team.

We will manage the execution of this project by maintaining continuous communication with County staff and necessary project stakeholders. Our communication efforts will focus on project updates, decision-making, and resolving challenges. We will utilize a partnering approach to promote a cooperative environment for schedule compliance, cost effectiveness, and team building. Our approach to this project will prioritize intersection improvements that enhance safety, mobility, connectivity, and community character. We understand the importance of these improvements to the local residents, schools, and businesses.

**Quality Control:** We will adhere to the most conservative version of the County and Mead & Hunt's Quality Management Process (QMP), completing and documenting over-the-shoulder reviews through all phases of the design process. Discipline Coordination Review will be completed for each deliverable. Key items identified in this review will be shared with the County project manager for discussion.

**PAST SUCCESS** — As part of a detailed QC review on a recent roundabout design project, members of our team noticed anomalies related to survey provided by others, preventing a very costly encroachment onto private property.

**Cost Control:** Considering current market conditions and all-time high unit costs for construction elements,

developing affordable improvements is necessary for project success. Our team will update the engineer's opinion of probable construction cost (estimate) and provide updates to County staff in each progress meeting. Our goal is to provide you with a realistic estimate; not just an engineer's best guess.

**PAST SUCCESS** — Several of our proposed team members have a deep understanding of construction practices and estimating. We used this knowledge to value engineer a roundabout in Crested Butte. Our practical design modifications and use of different materials reduced the estimate by almost 30%.

**Traffic Analysis:** Mead & Hunt has over 100 traffic engineers with extensive experience on similar studies. We will use our vast experience in conjunction with methodologies outlined in the Highway Capacity Manual (HCM) and through traffic software such as HCS, VISSIM, Synchro, RODEL, and SIDRA to complete the associated analysis. Our members are familiar with CDOT Traffic Study requirements. As part of the study, we will analyze the intersections for multiple different control measures, including multiple signal types and a roundabout.

**PAST SUCCESS** — Our team recently completed a detailed traffic analysis for a five-legged intersection with sub-standard skews. We collected pertinent traffic data and used it to run models and simulations. After providing output from Synchro, VISSIM, and RODEL, a roundabout was the preferred alternative.

**Geometric Layout:** The geometrics of a roundabout are much more complex than a typical signalized intersection. Our team is well versed in the NCHRP Report 1043, USDOT Design Manual Chapter 6, and CDOT Design Guide Chapter 9, all of which define roundabout planning and design. General design principles include determining approach speeds; vehicle paths; clear zones; sight distances; view angles; fastest path for each approach; turning movements for design vehicles and aprons; approach and departure lanes widths; inscribed diameters; splitter islands; deflection angles and entry/exit path curves; and, accommodating bikes and pedestrians.

**PAST SUCCESS** — The roundabout improvements for the Town of Dillon included geometric challenges. We developed a design on US 6 with multiple legs, several trails, and substandard access points.

## Experienced Experts

### WITH LOCAL KNOWLEDGE

Mead & Hunt provides Gunnison County a large portfolio of projects similar in complexity, size, and scope in Colorado. Project Manager Rob Pratt, PE, brings over 35 years of experience managing intersection, roundabout, pedestrian, and other various transportation projects.

Rob, Chris Day, Chuck Huffine, and Dave Oberosler have been working together on similar projects for nearly a quarter-century. Between the four of them, they provide over 100 years of experience working in Colorado.

**Roundabout and Roadway Design:** Following the geometric layout phase, our design team will begin developing plans in line with the CDOT established process. We will complete the design with AutoCAD Civil3D or and associated software add-ons like AutoTurn. We will follow CDOT and Federal standards where applicable. Design submittals will be provided in PDF format via our ProjectWise site or another applicable method of file transfer. We will conduct a review meeting with County Staff and applicable stakeholders after the completion of the submittal review. The Mead & Hunt team will create and maintain a comment resolution log for each design review submittal.

**PAST SUCCESS** — We worked with Wheat Ridge to develop three roundabouts in a very constrained corridor. We followed all pertinent design guidelines and minimized the need for nearly all ROW with our design creativity.

**Multimodal:** A well-designed intersection must accommodate not just automobiles, but also pedestrians, bikes, and scooters. Our team is proficient in ADA/PROWAG and will make all multimodal elements compliant with all applicable standards.

**PAST SUCCESS** — We worked with the Town of Lyons to complete roundabout feasibility studies at several sites. It was determined that at several locations, a roundabout would be advantageous to the community due their inherent ability to safely accommodate bikes and pedestrians.

**Drainage/Stormwater Management:** Our team will develop a hydrologic and hydraulic analysis for the site while prioritizing factors throughout the design process for stormwater improvements:

- Safety (flooding, culverts with safety end treatments, interdisciplinary coordination)
- Costs (feasibility, maintenance needs)
- Property Impacts (minimize ROW/easement impacts, mitigation)
- Environmental Impacts (erosive velocities, water quality, permitting needs)

**PAST SUCCESS** — The US 6 roundabout in Dillon required careful attention to drainage due to steep grades. We developed a grading and storm drainage plan for nuisance flows, summer storms, and spring snow melt.

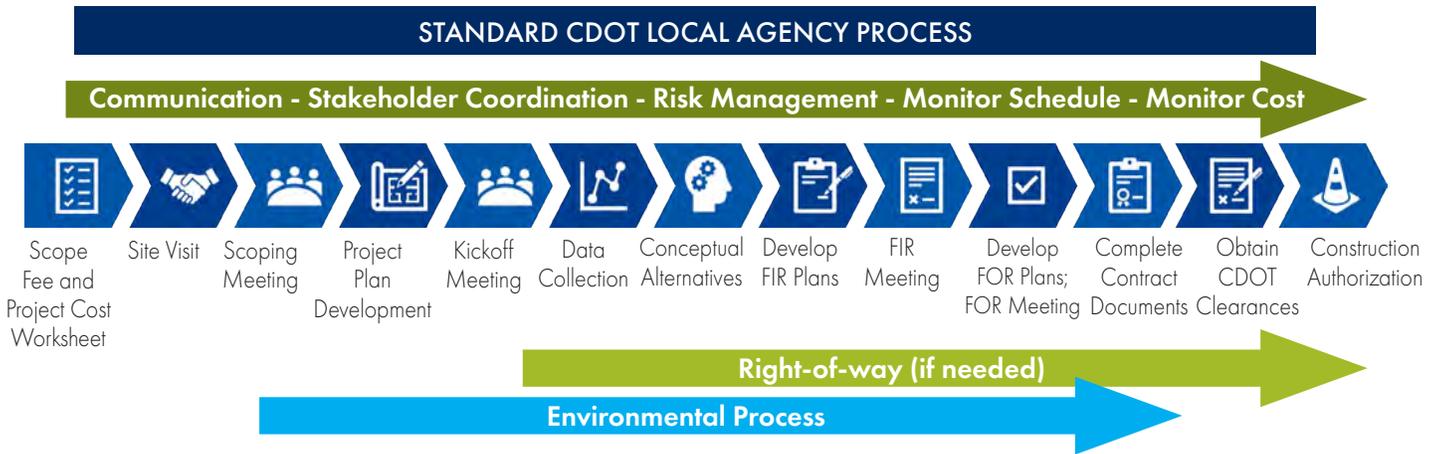
**Traffic Control (Maintenance of Traffic):** We will develop high level and proof of concept Maintenance of Traffic (MOT) phasing plans regardless of the preferred intersection type. The MOT plan will account for all forms of transportation, including bike and pedestrians, as well as provide a safe envelope for the contractor to efficiently facilitate the work. Having completed many roundabout projects, we understand the nuances needed to safely maintain traffic in conjunction with completing construction in the fewest number of phases. Roundabout phasing plans are often too complex, leading to inefficiencies and driver confusion.

**PAST SUCCESS** — The roundabouts on 38th Avenue are small and have required a great deal of attention related to construction traffic control. We met with West Metro Fire, the school district, and RTD to discuss phasing and construction challenges.

**Local Agency Process:** For a project in Colorado with state or federal funds, the State typically requires the community to follow the guidelines as set out in the CDOT Local Agency Manual. Our team is experienced and equipped to handle the CDOT Local Agency process.

Mead & Hunt has a long track record of working on various Local Agency projects in CDOT Region 3 and across the state. CDOT oversight is required to administer federal and state funds in accordance with proper regulations. This project will follow the CDOT Local Agency process, which includes initial scoping, FIR Review (60%), FOR Review (90%), Bid Documents (100%), CDOT clearances (including Environmental Resources, ROW and Utility), and construction oversight.

We have developed a simple graphic loosely depicting the CDOT Local Agency process, as shown below. Embedded into this process are many environmental requirements.



The Environmental Process graphic below shows a simplified version for delivery of necessary documents. All of our team members, including subconsultants, have been through the CDOT Local Agency process. Many key members have delivered Local Agency projects for small communities in all five CDOT regions across the state.



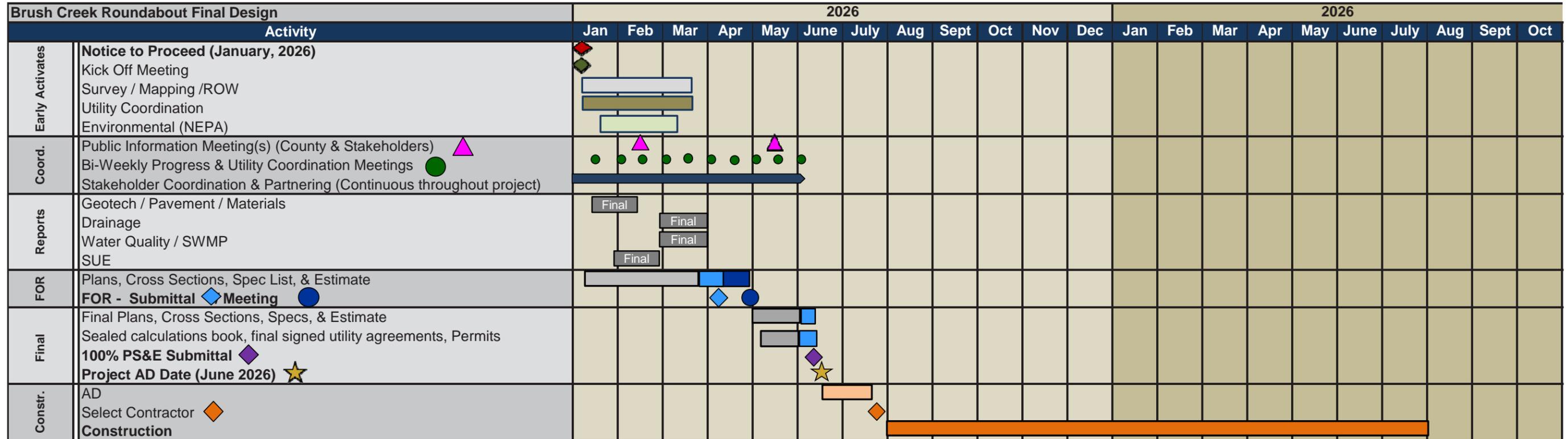
## ANTICIPATED CHALLENGES

Challenge	Understanding	Past Success
<b>Improving Mobility, Safety, &amp; Accessibility</b>	The goal of this project is to improve mobility at the intersection of SH 135 & Brush Creek while ensuring mobility for all users. It is also important for the improvements to have a positive impact on the surrounding area.	Our proposed team members have been working with Gunnison County and the associated stakeholders to develop a design that addresses mobility and safety while remaining budget-conscious.
<b>Coordinating and Accommodating Adjacent Development</b>	Gunnison County is currently developing a large neighborhood of multi-family housing. The proposed roundabout will be the primary ingress and egress point to the neighborhood.	Our team has been working and coordinating with the development team, including the planners, engineers, and contractor. We have an open chain of communication that allows for easy correspondence.
<b>Available Right-of-Way</b>	The FIR design for this roundabout only depicts ROW needs from one parcel.	The Mead & Hunt team has worked closely with County Staff to adjust the design as necessary to not adversely affect any parcels other than the one.
<b>Lighting</b>	Existing lighting is sub-standard in this area and will need to be addressed, especially in relation to the pedestrian underpass.	We have lighting experts on our team who understand how to best illuminate a roundabout and pedestrian underpasses. Our goal is to provide lighting that will improve safety for all users without creating unnecessary light pollution.
<b>Utilities</b>	There are many utility lines in the ROW of SH 135. Our understanding is many have been abandoned in place.	We have been cognitive of all utilities as design has progressed on this site; shifting and adjusting the underpass and drainage infrastructure to minimize impacts.
<b>Drainage</b>	On the surface, draining this site to the creek seems straightforward, but the soils under the proposed roadway is full of coble and boulders, making excavation difficult.	Pulling from past similar experience, our team proposed a sump pit and grinder pump to alleviate the need for deep excavations typically required for storm sewer pipe.

## ANTICIPATED STAKEHOLDERS

Having completed hundreds of similar projects locally and across the country, Mead & Hunt understands trust must be earned before it is given. We have discovered the best way to earn trust is through communication with not only our clients, but all stakeholders affected by a project. Our team will listen to the needs, desires, and challenges within your community. We will take that information and create a project execution plan that delivers on our promises and keeps everyone in the loop throughout the entire project.

# PROJECT TIMELINE



**LEGEND**

- ▬ Review
- ▬ Quality Control

**PROJECT FEE**

**Gunnison County  
Brush Creek Roundabout  
Fee Proposal - FOR / Construction Documents**

		2-Jan-26 Mead & Hunt							Mead & Hunt Total			Subconsultants		TOTAL	
TASK / DELIVERABLE		Project Manager	Project Engineer	Design Engineer I	Senior Designer	Environmental Planner	Traffic Engineer I	QA/QC	Administrative	Professional Service Hours	Professional Service Fee	Indirect Costs (Travel / Printing / etc.)	Ridgeline Surveying (Surveying / Right of Way)	Granite Geotechnical (Geotech / Pavement / Walls)	Total Professional Service Fee and Other Direct Costs
		\$280.00	\$200.00	\$125.00	\$170.00	\$165.00	\$140.00	\$170.00	\$80.00						
<b>TASK A - PROJECT INITIATION AND CONTINUING REQUIREMENTS</b>															
	1. Progress Meetings	24							16	24	\$6,720				\$6,720
	2. Project Management	40								56	\$12,480				\$12,480
<b>TASK B - PROJECT DEVELOPMENT</b>															
	1. Survey/ROW Coordination	2	4		8					14	\$2,720				\$2,720
	2. Utility Coordination	2	16	64	20				40	142	\$18,360				\$18,360
	3. CDOT/Stakeholder Coordination	4	24		16					44	\$8,640				\$8,640
	4. Environmental Coordination	2	8			128				138	\$23,280				\$23,280
	5. Geotechnical Coordination / Walls	2	16	16						34	\$5,760				\$5,760
	6. ROW Coordination	2	8	16	8					34	\$5,520				\$5,520
<b>TASK C - FINAL DESIGN (FOR)</b>															
	1. Hydrology/Hydraulics Engineering		48	24						72	\$12,600				\$12,600
	2. Roadway/Roundabout Design	2	48	160	64					274	\$41,040				\$41,040
	3. Underpass Design	2	16	120	30					168	\$23,860				\$23,860
	4. Traffic Engineering (Signing & Striping)	2	8	8	8		40			66	\$10,120				\$10,120
	5. Construction Phasing (MOT)	2	4	8	8		80			102	\$14,920				\$14,920
	6. Specification Package	2	16	24						42	\$6,760				\$6,760
	6. Engineers Opinion of Probable Construction Costs	2	8	20	8		8			46	\$7,140				\$7,140
	7. FOR Plan Review (QA/QC)	2	4					16		22	\$4,080				\$4,080
	8. FOR Meeting	2	4		4					10	\$2,040				\$2,040
<b>TASK D - CONSTRUCTION DOCUMENTS</b>															
	1. Final Plan Set Development	4	24	60	40		24			152	\$23,580				\$23,580
	2. Final Specification Package	4	16	24			4		20	68	\$9,480				\$9,480
	3. Final EOPCC	4	8	24	4		4			44	\$6,960				\$6,960
	4. Final Review & Submittal	4						16		20	\$3,840				\$3,840
<b>Sub Consultants</b>															
	1. Ridgeline Land Surveying												\$ 5,500		\$5,500
	2. Granite Geotech												\$ 32,400		\$32,400
<b>BASE FEE PROPOSAL</b>		110	280	568	218	128	160	32	76	1572	\$ 249,900	\$ -	\$ 5,500	\$ 32,400	<b>\$ 287,800</b>

SCOPE OF WORK

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Agreement for Consulting Services; Gunnison Conser

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison Conservation District

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

2026 contract for GCD review of proposed land use applications and pre-application conference requests and providing support for the Gunnison Basin Sage-grouse Strategic Committee and subcommittees.

**Fiscal Impact:** \$12,000

**Submitted by:** Hillary Seminick

**Submitter's Email Address:** hseminick@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 1/27/2026

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/29/26

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/29/2026

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026

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## AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026 by and between the Board of Commissioners of the County of Gunnison, Colorado (“Gunnison County”) and the Gunnison Conservation District (“GCD”).

### A. RECITALS

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

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

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

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

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

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

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

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

## B. AGREEMENT

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

### 1. SCOPE OF SERVICES.

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

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

No Services shall be performed except with the authorization of the Community Development Department Director.

### 2. TERM.

The term of this Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2026, unless sooner terminated as provided herein.

### 3. COMPENSATION AND EXPENSES.

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

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

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

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

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

#### 4. INSURANCE.

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

- A. Worker's Compensation Insurance in accordance with Colorado and Federal law;
- B. Comprehensive General Liability Insurance or the equivalent in an amount no less than One Million and No/100 U.S. Dollars (\$1,000,000.00) for injury to one person in any single occurrence; and no less than Two Million and No/100 U.S. Dollars (\$2,000,000.00) for injur(ies) to two or more persons in any single occurrence.
- C. Comprehensive automobile liability insurance on all vehicles owned or leased by GCD and used in the Services, in an amount no less than One Million and No/100 U.S. Dollars (\$1,000,000.00) and for any injury to one person in any single occurrence; and no less than Two Million and No/100 U.S. Dollars (\$2,000,000.00) for any injury to two or more persons in any single occurrence.

#### 5. TERMINATION.

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

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

6. NOTICES.

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

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

If to GCD:                               District Manager  
  Gunnison Conservation District  
  210 W Spencer, Ste A  
  Gunnison, CO 81230

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

7. STATUS OF GCD; PAYMENT OF WILDLIFE BIOLOGIST SALARY

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

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

8. NONEXCLUSIVE AGREEMENT.

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

9. GOVERNING LAW

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

10. COUNTERPARTS; EMAIL TRANSMISSION.

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

11. ENTIRE AGREEMENT; AMENDMENT.

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

12. DELEGATION AND ASSIGNMENT.

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

13. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County or the GCD of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

14. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_  
Laura Puckett Daniels, Chairperson

ATTEST:

\_\_\_\_\_  
Deputy County Clerk

GUNNISON CONSERVATION DISTRICT

By: Daniel M. Zadra  
Dan Zadra, President

ATTEST:

\_\_\_\_\_  
Secretary

APPENDIX “A”

SCOPE OF WORK OF SERVICES

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

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

Services shall be performed according to the following:

Land Use Permit Applications

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

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

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

- c. Notify the referring Department if the review/final analysis is going to take longer than 5 days.
3. Prepare a formal GuSG Site Specific Analysis
    - a. Based upon information available is there or could there be an adverse impact to GuSG or their habitats by the proposed activity or if no activity is proposed, if activity were proposed in the future?
    - b. Determine if the impacts to GuSG and/or their habitats can be
      - i. Avoided
      - ii. Minimized
      - iii. Mitigated
    - c. Propose permit conditions and or actions accordingly
    - d. Circulate draft Analysis to CPW and County staff participating in the review for concurrence
    - e. Finalize Site Specific Analysis
      - i. Final to
        1. Community Development
        2. Public Works
        3. CPW staff that participated

### Strategic Committee

1. Membership
  - a. Maintain a current list of members
    - i. “Rolodex” member list with contact information
    - ii. Email distribution list
    - iii. Coordinate with County Administration staff on public seats
    - iv. Coordinate with Community Development administrative staff
  - b. Subcommittees
    - i. Track status
      1. Standing
      2. Project based
    - ii. Maintain membership list
    - iii. Participate as necessary
2. Meetings
  - a. Meeting location (currently, Planning Commission meeting room)
  - b. Meeting date/time (currently monthly, 10am to 2pm)
  - c. Agenda
    - i. Draft
    - ii. Consult with Executive Subcommittee as necessary
    - iii. Coordinate with outside entities for specific agenda items of interest to Committee

- iv. Publish agenda in two local newspapers
  - v. Work with CD administrative staff to post agenda on website and at official posting location
- d. Attend
- i. Participate in discussion as necessary
  - ii. Take working notes
  - iii. Follow-up on any action items

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Subcontractor Agreement; Gunnison Valley Health; J

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County and Gunnison Valley Health

**Term Begins:** 01/01/26

**Term Ends:**

**Grant Contract #:**

**Summary:**

JBBS / GVH subcontractor agreement for mental health services rendered to inmates and former inmates.

**Fiscal Impact:**

**Submitted by:** Undersheriff Josh Ashe

**Submitter's Email Address:** jashe@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 1/27/2026

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/29/26

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/29/2026

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026

## SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT (“Agreement”) entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between the **Board of County Commissioners of the County of Gunnison, Colorado** (“Gunnison County”), acting as Fiscal Agent for the **Gunnison County Sheriff’s Department** (“Gunnison Sheriff”) and **Gunnison Valley Health**, a tradename registered to Gunnison Valley Hospital, a public hospital organized pursuant to C.R.S. 25-3-301 et seq., whose address is 711 N. Taylor St., Gunnison, CO 81230 (“Subcontractor”).

### RECITALS

WHEREAS, under C.R.S. 27-60-106, the Colorado General Assembly created the Office of Behavioral Health (“OBH”) to implement Jail Based Behavioral Services Program (“JBBS Program”) with the purpose of providing mental health counseling, substance use disorder treatment and transitional care coordination in jails throughout Colorado, pursuant to C.R.S. 18-19-103 (5)(c)(V); and

WHEREAS, the Gunnison Sheriff has a JBBS Program which has been operational since 2011 and currently has three programmatic prongs: a Substance Use Disorder (SUD) Treatment Services pursuant to SB12-163, a Mental Health Treatment pursuant to SB18-250 with funding from the Correction Treatment Cash fund pursuant to C.R.S. 18-19-103, and the Jail Medication Assisted Treatment (MAT) pursuant to SB19-008; all with the goal of providing appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration, which should result in shorted jail sentences and decreased recidivism through better identification and treatment of behavioral health needs; and

WHEREAS, the Colorado General Assembly passed SB18-250 as well as SB19-008, which allocated additional funding to the state-wide JBBS Program to address gaps in service for mental health disorder screening, assessment, diagnosis, and treatment, as well as psychiatric services and the purchase of medications; and

WHEREAS, the Gunnison Sheriff’s JBBS Program is part of the state JBBS system, specifically identified in a project name as a JBBS/Mental Health Treatment project and will benefit from the additional funding of the JBBS Program; and

WHEREAS, Gunnison County has agreed to serve as fiscal agent for purposes of the allocation of funds provided by the State of Colorado Department of Human Services for the JBBS Program; and will serve as grantee and be responsible for distribution and allocation of JBBS funds as required; and

WHEREAS, Subcontractor has been selected as the mental health services provider for the Gunnison Sherriff’s JBBS Program and will provide such mental health services as

a subcontractor for Gunnison County in accordance with the State of Colorado Department of Human Services allocation of JBBS funds.

## AGREEMENT

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

### 1. SERVICES.

Subcontractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth in Appendix "A". All work shall comply with the State of Colorado Department of Human Services Contract No. 23 IBEH 174456 and its Amendment No. 26 IBEH 196545 and all accompanying exhibits (collectively the "CDHS Contract") which is attached as Appendix "B".

Subcontractor 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 Subcontractor's profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Subcontractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

### 2. TERM.

The term of this Agreement shall commence on **January 1, 2026** and shall terminate on **June 30, 2026**, unless sooner terminated or replaced as provided herein.

### 3. STRATEGIC RESULT.

Execution of this Agreement will assist Gunnison County with its strategy of delivering high quality services and promoting prosperous, collaborative and healthy communities, as outlined in the Gunnison County Strategic Plan.

### 4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Subcontractor's performance of the Services, during the Term, Gunnison County shall pay Subcontractor fees not to exceed **Seventy-Nine Thousand Seven Hundred Eighty-Two and 50/100 U.S. Dollars (\$79,782.50)** (the "Compensation"). Subcontractor shall submit a monthly invoice, no later than the 15<sup>th</sup> of each month, to Gunnison Sheriff's JBBS Program Administrator demonstrating incurred charges for Services provided in the previous month pursuant to this Agreement.

If payment shall be made by Gunnison County to Subcontractor, then it shall be paid within 45 days of receipt of the invoice. It is anticipated that the State of Colorado, as in the past, will directly reimburse Subcontractor for Services billed in monthly invoices.

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

In no event shall the Compensation exceed the legislative allocation of funds, as awarded in the CDHE Contract. Subcontractor shall be responsible for any incurred costs for Services provided under this Agreement that are not reimbursed by the State of Colorado pursuant to the CDHE Contract.

In the event that the CDHE Contract is terminated or not renewed due to funding no longer being available, this Agreement shall simultaneously terminate, and Subcontractor shall only be paid for Services provided up to the date of termination.

## 5. INSURANCE.

Subcontractor 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, Subcontractor 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, Subcontractor 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, Subcontractor 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 Subcontractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, One Million and No/100 U.S. Dollars (\$1,000,000.00); and for an injury to two or more persons in any single occurrence, the sum of Two Million and No/100 U.S. Dollars (\$2,000,000.00).

- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than One Million and No/100 U.S. Dollars (\$1,000,000.00) for any injury to one person in any single occurrence and in an amount no less than Two Million and No/100 U.S. Dollars (\$2,000,000.00) for any injury to two or more persons in any single occurrence.

Professional Liability Insurance or the equivalent for any injury to one person in a single occurrence, One Million and No/100 U.S. Dollars (\$1,000,000.00) and for an injury to two or more persons in any single occurrence, the sum of Two Million and No/100 U.S. Dollars (\$2,000,000.00) for any injury to two or more persons in any single occurrence.

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

For all coverages required under this Agreement, Subcontractor'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 Subcontractor. Subcontractor 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. Subcontractor 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 Subcontractor to the County under this Agreement. The Subcontractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Five Hundred and Five Thousand Dollars (\$505,000) for any injury to one person in any single occurrence, and One Million Four Hundred Twenty-One Thousand Dollars (\$1,421,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Five Hundred and Five Thousand Dollars (\$505,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as from time to time amended, or otherwise available to the County, its officers or employees.

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

#### 6. INDEPENDENT CONTRACTOR.

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

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

#### 7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

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

#### 8. INDEMNIFICATION.

Subcontractor agrees to indemnify, defend and hold harmless Gunnison County and Gunnison Sherriff, including Commissioners, officers, 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 Subcontractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Subcontractor 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 Subcontractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Subcontractor will provide the County reasonably prompt notice of the claim. Subcontractor 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 Subcontractor 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 Subcontractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

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

#### 9. DISCRIMINATION.

The Subcontractor 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. Subcontractor 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, Subcontractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

#### 10. PANDEMICS.

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

#### 11. ADA COMPLIANCE.

The Subcontractor 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 excluded from participation in, or denied benefits of the service, programs, or activities performed by the Subcontractor, or be subjected to any discrimination by the Subcontractor upon which assurance Gunnison County relies.

#### 12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, et seq., C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights,

benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.

- d. **CONFIDENTIALITY AND HIPAA.** Subcontractor agrees that all services under this Agreement shall be performed in full compliance with all local, state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and confidentiality regulations of 42 CFR Part 2. In addition, Subcontractor agrees that all Services shall be performed pursuant to the most recent CDHS version of the HIPAA Business Associate Addendum/Qualified Service Organization Addendum which is found in the CDHS Contract, attached as Appendix B.
- e. **EXCLUSION, DEBARMENT AND/OR SUSPENSION.** Subcontractor warrants and affirms that it, its employees, agents, assigns or subcontractors have not been disbarred or suspended from participation, or proposed to be disbarred or suspended from participation in, any federal or state programs, is not on any debarment or suspension list under Federal Executive Order No. 12549 and 12689, and is not ineligible to participate in a “federal health care program” as defined in 42 USC § 1320a-7b(f) or in any other government payment program with any federal or State of Colorado department or agency. Subcontractor will maintain such status throughout the term of this Agreement and shall provide written notice to Gunnison Sheriff within 24 hours if such status is lost. If Subcontractor or any of its employees, agents, assigns or subcontractors are excluded, disbarred or suspended, Gunnison County shall have the ability to immediately terminate this Agreement.
- f. **CRIMINAL BACKGROUND CHECK.** Pursuant to C.R.S. § 27-90-111 and CDHS Policy VI-2.4, Subcontractor and its employees, agents, assigns or subcontractors that have direct contact with vulnerable persons in a state-operated facility, or who provide state-funded services that involve direct contact with vulnerable persons in their home shall submit and successfully pass a criminal background check, and report any arrests, charges or summonses for any disqualifying offense as specified in CRS § 27-90-111 to the State of Colorado.
- g. **LEGAL AUTHORITY.** Subcontractor 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 Subcontractor represents and warrants that he has been fully authorized by Subcontractor to execute the Agreement on behalf of Subcontractor and to validly and legally bind Subcontractor 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 Subcontractor or the person signing the Agreement to enter into the Agreement.

- h. 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.
- i. 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.
- j. 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 Subcontractor'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.
- k. 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.
- l. 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.
- m. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

### 13. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Subcontractor and, therefore, Subcontractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

### 14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Subcontractor shall be entitled to compensation for Services performed up to the date of termination, subject to the provisions laid out in Section 4 of this Agreement regarding compensation.

## 15. 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: Gunnison County Sheriff  
510 W. Bidwell Ave.  
Gunnison, Colorado 81230  
Phone: 970-641-1113

With a copy to: Gunnison County Manager  
200 E. Virginia Ave.  
Gunnison, Colorado 81230  
Phone: 970-641-0248

Subcontractor: Gunnison Valley Health  
711 N. Taylor St.  
Gunnison, CO 81230  
Phone:

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.

## 16. WARRANTIES.

Subcontractor 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. Subcontractor 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 Subcontractor'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. Subcontractor has the right to and shall assign to County all third-party warranties and indemnities that Subcontractor receives in connection with any of the Services provided to County. To the extent that Subcontractor is not permitted to assign any warranties or indemnities to the County, Subcontractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Subcontractor is permitted to do so under the terms of the applicable third-party agreements.

#### 17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

#### 18. NO THIRD-PARTY BENEFICIARY.

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

#### 19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Subcontractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Subcontractor shall not employ any person having such known interests. The Subcontractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Subcontractor 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 Subcontractor by placing the Subcontractor's own interests, or the interests of any party with whom the Subcontractor 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 Subcontractor written notice describing the conflict.

## 20. FORCE MAJEURE.

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

## 21. GOVERNING LAW.

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

## 22. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

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

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

### 23. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

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

### 24. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Subcontractor 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 Subcontractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

## 25. PUBLIC RECORD

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

*[Remainder of page intentionally left blank – signature page follows]  
[signature page – Subcontractor Agreement]*

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

SUBCONTRACTOR

By: \_\_\_\_\_

APPENDIX "A"  
SCOPE OF SERVICES

Subcontractor shall perform and provide the following services:

1. Work directly with the Gunnison Sheriff Office to fully comply with the CDHS Contract.
2. Participate in reporting requirements set out in the CDHS Contract and promptly provide the required documents to the Gunnison Sheriff Office.
3. Obtain and provide inmates with recovery services as defined in the CDHS Contract.
4. Hold any lawfully required and necessary license(s) which permits the performance or provision of therapy services for purchase or otherwise and meet all applicable qualification requirements in accordance with federal or Colorado laws and regulations.
5. Provide a therapist 40 hours per week for therapeutic services for those participating in the JBBS program at Gunnison County Jail. Payment for these positions and any position related to the JBBS Program will not exceed the JBBS rate schedule provided in the CDHS Contract, unless the State of Colorado and/or Gunnison Sheriff Office approves a higher rate of pay for the position.
6. Provide a licensed nurse practitioner on site for four (4) hours per week to provide inmate medication management services.
7. Provide or facilitate access to MAT services as requested by Gunnison County Sheriff and in accordance with the CDHS Contract for such.
8. A staff member shall be present during the entirety of all telehealth services provided to each inmate.
9. Provide all the necessary information and promptly complete all CiviCore reporting as required by the CDHS Contract.
10. Participate in staff meetings as requested by Gunnison County to discuss treatment plans and case progress to the extent allowed by applicable law.
11. Deliver any and all reports or documentation regarding all post-custody services provided to inmates. Post-custody services must be affiliated with the JBBS Program.
12. All reports and/or documentation must be sent to the Gunnison County Jail Administrator by the 5th of every month.

Gunnison Sheriff agrees to perform and provide the following:

1. Ensure all work as described in the CDHS Contract is completed in accordance with its provisions by assigning a JBBS Program Administrator.
2. Oversee quarterly submission of a written report to the State using the CiviCore platform as required by the CDHS Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the CDHS Contract.
3. Monitor the provision of services by Subcontractor under this Agreement.
4. Obtain and provide to Subcontractor, all necessary authorizations and consents for the disclosure of protected and confidential health information.

APPENDIX "B"

CDHS CONTRACT

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Grant Application; Low Income Senior Dental Grant;

**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

supports dental procedures for low income seniors

**Fiscal Impact:** 3000

**Submitted by:** Elizabeth Holena

**Submitter's Email Address:** elizabeth.holena@state.co.us

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 1/29/2026

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/29/26

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/29/2026

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026



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Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

The mission of Gunnison County Department of Health and Human Services(GCDHHS) is to provide culturally competent advocacy, prevention, protection and support services to families of Gunnison and Hinsdale Counties so they can prosper and thrive in a healthy and supportive community. The Senior Resource Office within GCDHHS has been the lead organization in both Gunnison and Hinsdale County striving to make our communities more livable for our older adults. Our office continues to focus on meeting the most basic needs of our low-income rural older adults experiencing hardship due to physical or cognitive decline, mistreatment, housing and food insecurities, mental health, financial insecurities, medical needs, brain injuries and more. The office has done this through creatively and collaboratively working with community members, agencies and providers to assist individuals in accessing medical and dental care as well as other services that promote aging autonomously at home. Gunnison County Department of Health and Human Services agrees to comply with all grant requirements, including complying with HIPAA requirements. The State of Colorado Vendor number is:VC0000000014260



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## **A. Description of the applicant**

### 1. Legal and business Name:

Gunnison County Department of Health and Human Services

### 2. Primary contact:

Elizabeth Holena

3. Gunnison County Department of Health and Human Services(GCDHHS) is both a local public health agency and an Area Agency of Aging(Aging Disability and Resources of Colorado) through Region 10.

4. The geographic areas covered by The Senior Resource Office include both Gunnison and Hinsdale County. Gunnison County's geographical area is composed of 3260 square miles. It is the fifth largest county in Colorado, extending into vast areas of the Rocky Mountains and isolated rural towns such as Marble, Somerset, Ohio City, Pitkin, and Crested Butte. Hinsdale County is also considered one of the most remote counties in Colorado and is provided human service programming through GCDHHS.

5. Gunnison County has been designated a low-income Dental Health HPSA.

## **B. Key personnel**

1. The Senior Resource Office and its personnel have experience working with older adults and adults with disabilities in multiple capacities for a combined 25 years. The office has been serving the community since 2002 and is a trusted source for aging related to information, assistance and help in navigating complex systems of public and private insurances, social security, housing, and other resources. Key staff includes Geri Howard, Options Counselor and Regional Accountable Entity Coordinator who has been working diligently with older adults for over 18 years in the community. Geri began her career working with older adults as our community's Home and Community Based Services (HCBS) case manager with Long Term Care Medicaid. Geri, for almost 15 years, exclusively managed the communities HCBS caseload, connecting older adults with necessary long-term services and supports. Since 2020, Geri has been our lead Senior Resource Specialist under Aging and Disability Resource Center (ADRC), providing options



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counseling in a person centered, interactive decision-support process. Geri provides coordinated and streamlined access to information and assistance. Geri also is a care coordinator for Health First Colorado, providing care coordination specifically for low-income individuals with complex medical and behavioral health needs. Madeline Stokes, part time Senior Resource Specialist, also focuses on care coordination through Regional Accountable Entity and has extensive experience with Health First Colorado outreach and enrollment. Maddie serves as an options counseling similar to Geri and focuses on consumer-friendly assistance to connect low income older adults with resources in the community. Maddie, like Geri, has many different roles within the Senior Resource Office. All members of the Senior Resource team are embedded in the internal and external infrastructure in the community serving low-income older adults. This manager has been working with older adults for over 5 years as a Senior Resource Specialist and manager of Adult Protective Services in addition to managing our community's HCBS program and Health First Colorado Program. This manager has extensive experience in human service programs as well as extensive experience procuring funding necessary to support our team, the work they do, and the community members we serve. The program manager will be responsible for maintaining records of eligible seniors services, submitting invoices, overseeing auditing of patient files, and overseeing the annual report. The manager will also serve as the liaison between the program and community collaboration forums. In addition to the Senior Resources Specialists and manager, the Economic Security Team, a staff of 5, will serve as a point of referral for older adults who are in need of dental care but who do not qualify for Medicaid.

## 2. Qualified Providers:



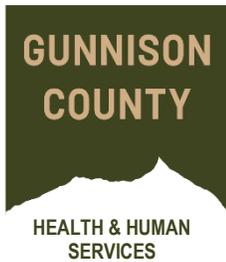
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Gunnison Department of Health and Human Services will arrange for the provision of covered dental care services in its service areas. Dental care providers will be identified and outreached to using an existing collaborative infrastructure of medical and dental providers in the community. Letters of intent of the Senior Dental Program will be provided to all qualified providers detailing process of program enrollment and fees for services. The applicant will arrange for the full scope of services listed in the covered dental care services or Exhibit A. Qualified providers will act as a source of referrals for the Senior Dental Program. All providers who complete Covered Procedures for Eligible Seniors will be confirmed to accept reimbursement for Covered Dental Services and will be in good standing with the State of Colorado, verified through DORA.

### **C. Qualifications of the applicant**

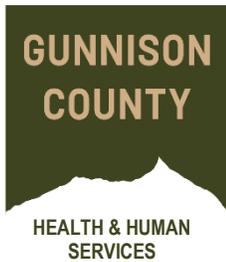
#### *Outreach and identify eligible seniors*

1. The Senior Resource Office will utilize research identified from the Perry Udem Research/Communication survey to find, outreach and enroll older adults in the Senior Dental Program. Barriers to accessing programs often include lack of awareness of programs, not knowing where to begin to apply, assuming the application process is tedious and believing other people need help more. The Senior Resource Office will focus outreach on locations that older adults' access information, along with identified most trusted sources for information, local newspapers, internet, Social Security Offices, Medical provider offices and other



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- agencies serving low income older adults. Local newspapers include Gunnison Country Times, Crested Butte News and The Gunnison Shopper. Medical providers will include the medical community of Gunnison Valley Health along with private clinics. Other vehicles for outreach will include targeting adult children, Facebook and local religious affiliated congregations. Messages will focus on help for people on fixed incomes, preventative nature of oral hygiene, and savings with dental assistance. Images and messages will be used that reflect our clientele, such as messaging geared towards independence and reflections of lived experiences. The Senior Resource Office will also identify and empower community advocates, as well as bring oral health education and awareness across generations.
2. Older adults of color are likely to experience not only untreated tooth decay nearly twice as much as non-Hispanic white adults but also socioeconomic disparities that aggravate a poor quality of life. A diversity first approach will be used for targeted outreach by working directly and effectively with aligned organizations and community leaders, including the Hispanic Affairs Project, Los Immigrantes Unidos, Regional Accountable Entity and our Multicultural Center. The Multicultural Center, embedded within GCDHHS, will provide not only referrals but a framework for targeted outreach. Our Multicultural coordinator will assist with translation, interpreting and enrollment into the Senior Dental Program. Senior Resource Specialist will also attend biannual meetings serving community members provided by the Hispanic Affairs Project and Low Immigrantes Unidos. The Senior Resource



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Office will use word of mouth to bring referrals in on a daily basis and informational pamphlets will be provided in Spanish through existing and new networks including the Basic Needs Subcommittee and the Health Coalition of the Gunnison Valley. Information will focus on dispelling myths related to benefit stigma and safety concerns around accessing benefits. Because many Latinos consistently remain in intergenerational households as they age, benefit education and awareness will be provided across generations through Cafecitos, or "coffee talks" as an effective outreach method in coordination with the Gunnison Library.

Working with our Community Centered Board (Six Points) along with our long term Health First Colorado internal team, our Senior Resource Specialists will be able to quickly screen for eligibility for older adults with disabilities who may not qualify for Long Term Care Medicaid. Education will be provided to the Economic Security team to expand awareness for all incoming applications for additional community programs and core benefits and the availability of staff to assist in enrollment. For individuals unable to leave their home due to a disability, screening and application assistance will be provided in the home with the use of portable computers and printers. Education will be provided onsite at Six Point biannually to assure staff are familiar with the Senior Dental Program.

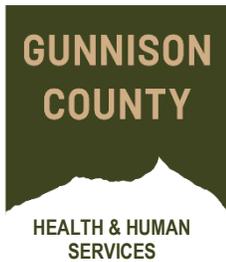
The Aging Resource Office will also invest in person-focused methods to target and serve rural older adults. Outreach will be conducted in Somerset, Marble, Pitkin, Ohio City and Crested Butte. Senior Resource Information be positioned on a



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scheduled basis in remote locations and other places such as public housing, libraries, grocery stores and laundromats. An additional method to increase access for rural older adults will be to provide home based visits for application and screening purposes. Medical professionals, who often serve as primary contacts for isolated older adults, will be provided educational material about the Senior Dental Program to maximize referrals from the medical community. Outreach will include information sharing to our local Behavioral Health Program AXIS, to target Seniors who have mental disabilities or who may be socially isolated. Frail Seniors, or Seniors who have physical disabilities, will be targeted through multiple DHHS access points, such as applications for Aid to the Needy and Disabled. GCDHHS will continue to advertise “Walk in Wednesday”, a targeted approach to reaching older adults without internet, phone, or otherwise have an ability to track and maintain appointments. Many vulnerable older adults across the community now utilize Walk in Wednesday as a consistent way to connect with a case manager for services.

3. Applicants for the Senior Dental Program will be screened by utilizing a grant screening template currently being used internally by GCDHHS to access different funding sources. The application requests income verification as well as household and individual demographics. The application captures household circumstances and utilizes a matrix to assist the Senior Resource Specialist with identifying needs and strengths. A Senior Resource Specialist will use listed income to screen for the Senior Dental Program and additional programs including Health First Colorado, Old Age



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Pension and SNAP. The application also identifies insurance information. If an individual is unable to provide verification of income existing tools will be used, including CBMS and CDOLE. Self-declaration will be allowed in certain situations, such as if it presents a barrier to accessing care and there are clear indicators the applicant is low income (residing in low income housing). The Senior Resource Specialists are benefit enrollment experts and are experienced in screening for multiple human service programs utilizing the FPL.

4. Applicants will be prioritized based on multiple factors including household circumstances and need. A survey of household circumstances will be attached to each application for the Senior Dental Program and a Senior Resource Specialist will utilize the matrix to become familiar with each applicant's situation.

#### Collaboration

The Senior Resource Office has a broad scope of participation in the community through engaging directly with older adults as well as with community entities and local organizations serving older adults. The Senior Resource Office cohosts and facilitates quarterly the Basic Needs Subcommittee, a collaborative group including nonprofits, governmental and faith based organizations including Gunnison Senior Center, Gunnison County Food Pantry, Hispanic Affairs Project, Mountain Roots Food Project, Gunnison County Library District, Region 10, Immigrantes Unidos, several local law enforcement agencies, Gunnison Community Centers Board (CCB) Six Points, Gunnison Arts Center, and engaged community members. This group is open to the public and provides space and time to share experiences and resources as well as problem solve gaps in community services necessary to meet the basic needs of community members. The Basic Needs subcommittee is focused on vulnerable populations of low income older adults and low-income families. GCDHHS also cohosts the Health Coalition of the



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Gunnison Valley, parent of the Basic Needs Subcommittee. The Health Coalition and its partners are focused on addressing and implementing community driven system change that benefits the lives of all our community members. Successes for the Coalition include community wide strategic planning for community mental health and shared knowledge across community partners. The Coalition and the Basic Needs Subcommittee are critical collaborative forums that inform members and networks of available local resources and will serve as a mechanism for enrollment in the Senior Dental Program.

2. See Appendix B for letters of support

#### *Fiscal management and record keeping*

1. Currently the Senior Resource Office tracks all contacts with community members, tracking date/type of contact, demographic information, referrals, services provided, funding spent and outcomes. GCDHHS retains its own record retention policy and records are maintained for a minimum of 6 years. Gunnison County Finance Office is responsible for accounting, auditing, planning and analysis services to the Senior Resource Office, GCDHHS and the public so they can make informed decisions and provide fiscally responsible management. The Finance Program is responsible for all general accounting functions as well as the coordination of the budget process and the annual audit. This department provides accounts payable, accounts receivable, grant accounting, reporting, and payroll processing to all county departments. Gunnison County is audited annually by a third party and adheres to multiple layers of governmental policies and procedures at the local and state level.
2. See Appendix C
- 3.



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## A. Proposed Budget and Grant Management Qualifications

### 1. Estimated program and administrative costs

Number of Eligible seniors to be served	4
Cost of Covered Dental Services	\$3000
Copayment	\$0
Administrative costs	\$400
Total Grant Request	\$3400

2. The Senior Resource Office has both organizational efficiencies and experience that position it to successfully fulfill its obligations under the Colorado Dental Health Care Program for Low Income Seniors given the available funding. As an integrated human services and public health, The Senior Resource Office is uniquely imbedded with the Aging and Disability Resources of Colorado, The Economic Security Team, Multicultural Center and within broader agency and community collaborations. The existing infrastructure will be utilized to promote the Senior Dental Program, screen applicants and administer funding. The Senior Resource Office also manages diverse funding from multiple sources including local, state and federal funding, creating a robust senior resource program. The Senior Resource team has extensive experience



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translating grant proposals specific for low income older adult into efficient, successful outcome driven practices. In-Kind contributions include Region 10, Rocky Mountain Health, Community Service Block Grant, LEAP, and Next 50.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Emergency and On-Call Water and Wastewater Service

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Crested Butte Water Systems

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This on-call contract will provide on-call support for staff. Crested Butte Water Systems is water and sewer certified and can provide ORC services unique from other contractors.

**Fiscal Impact:**

**Submitted by:** Martin Schmidt

**Submitter's Email Address:** mschmidt@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 1/27/2026

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/23/26

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/23/2026

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026

## EMERGENCY AND ON-CALL WATER AND WASTEWATER SERVICES

### TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Board of County Commissioners of the County of Gunnison, State of Colorado (“County”), and Crested Butte Water Systems LLC 12 Kubler Ct. Crested Butte, CO 81224 (“Contractor”).

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

**Section 1. Definitions.** The following definitions shall apply to this Agreement. Unless otherwise specifically defined in this Agreement or in the Law, any terms that have well-known technical, industry or trade meanings shall be interpreted in accordance with their well-known meanings. Otherwise, such undefined terms shall have their plain and ordinary meaning.

a. “Business Day” means all Days, except weekends and official federal or state holidays where the Project is located.

b. A “Change Order” is a written order signed by the Parties after execution of this Agreement, indicating a change in the scope of the Work, Cost of the Work, or Contract Time, including substitutions proposed by Contractor and accepted by County.

c. “Construction Schedule” is the document prepared by Contractor that specifies the dates on which Contractor plans to begin and complete various parts of the construction phase services Work, and the Project, including dates on which information and approvals are required from County.

d. “Contract Documents” are those documents and materials which comprise the entire agreement and contract between the County and Contractor, and that consist of this Agreement and Exhibit A; Invitation for Bids/Request for Proposal, Bid Schedule Performance and Payment Bond, Notice of Award; Notice to Proceed; general conditions, special conditions, measurement, payment, and technical specifications and drawings; and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

e. “Day” means calendar day.

f. “Defective Work” is any portion of the Work that does not conform to the requirements of the County.

g. “Final Completion” occurs on the date when Contractor’s obligations under this Agreement are complete and accepted by County and final payment becomes due and payable. Final Completion shall also mean “final settlement” as that term is used in C.R.S. § 38-26-107, to the extent that this statute applies to this Agreement.

h. “Hazardous Material” is any substance or material identified now or in the future as hazardous under any Laws or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or clean-up.

i. “Law” means a federal, state, or local law, ordinance, resolution, policy, code, rule, or regulation applicable to the Work with which Contractor must comply that is enacted as of the Agreement date, including but not limited to the *Gunnison County Land Use Resolution*, as amended, the Gunnison County Building and Onsite Wastewater Treatment System Codes,

as amended and the Gunnison County Standards and Specifications for Roads and Bridges, as amended, as well as applicable Federal and State laws concerning Hazardous Materials, workers' compensation, occupational safety and health, Colorado labor and materials, and equal employment opportunity. "Law" shall also include any local, state, and federal public health orders in effect or instituted during the term of this Agreement.

j. "Others" means County's other: (a) contractors/constructors/Contractors, (b) suppliers, or (c) subcontractors; and others employed directly or indirectly by (a), (b), or (c) or any of them or for whose acts any of them may be liable.

k. "Overhead" shall mean (a) payroll costs and other compensation of Contractor's employees in Contractor's principal and branch offices; (b) general and administrative expenses of Contractor's principal and branch offices including charges against Contractor for delinquent payments; and (c) Contractor's capital expenses, including interest on capital used for the Work.

l. "County's Program" is an initial description of County's objectives that may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

m. The "Parties" are collectively County and Contractor. "Contractor" shall also mean "contractor" as defined in C.R.S. § 38-26-101 to the extent that Article 26 of the Colorado Revised Statutes applies to this Agreement.

n. The "Project," as identified in this Agreement, is the building, facility, or other improvements for which Contractor is to perform the Work under this Agreement. It may also include improvements to be undertaken by County or Others.

o. "Project Schedule" is a schedule that shows the timing and sequencing of any design and construction required to meet the time criteria as set forth in this Agreement.

p. A "Subcontractor" is a person or entity retained by Contractor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a portion of the Work, and may include a person as that term is used in C.R.S. § 38-26-107, to the extent that Article 26 of the Colorado Revised Statutes applies to this Agreement. The term Subcontractor does not include any separate contractor employed by County or any separate contractor's subcontractors.

q. A "Supplier" is a person or entity retained by Contractor to provide material or equipment for the Work, and may include a person as that term is used in C.R.S. § 38-26-107, to the extent that Article 26 of the Colorado Revised Statutes applies to this Agreement.

r. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

s. The "Work" or "Scope of Work" means the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation, or other public work of the County, to the extent C.R.S. § 38-26-101 and Article 26 of the Colorado Revised Statutes applies to this Agreement, as outlined in Section \_\_\_ and Exhibit A to this Agreement, or the provision or supply of good or services as outlined in Section \_\_\_ and Exhibit A to this Agreement, to the extent that C.R.S. § 38-26-101 and Article 26 of the Colorado Revised Statutes do not apply to this Agreement. "Work" shall include the furnishing

of all supervision, labor, equipment and materials to complete the Work and in furtherance of or completion of the Project.

t. "Worksite" means the area of the Project location identified in the notice to proceed.

**Section 2. Scope of Work.** Contractor shall perform the Work accordance with **Exhibit A – 2025 RFQ, Exhibit B – Contractor Bid, and Exhibit C – Contractor Rate Sheet** which are attached hereto and incorporated by this reference.

**Section 3. Agreement Price.** The County represents that it has appropriated the money necessary to fund the Work at the time of the issuance of the notice to proceed for the task order. The County shall pay the Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, based on the time and materials rate agreed to herein and adjusted annually. Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the County requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the Original Contract Amount, unless the Contractor is given written assurance by the County via an Amendment that lawful appropriations have been made by the County to cover the cost of additional Work. Rates shall be set by the annually renewable rate sheet agreed to in advance by the County.

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

**Section 5. Progress Reports; Times and Methods of Progress Payment.**

a. Contractor shall not provide periodic written reports to County on the progress of the Work in such detail as is reasonably agreed to by the Parties.

b. Contractor shall not develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to County at mutually agreeable intervals.

c. Progress payments shall be made in proportion to services rendered and shall be due and owing within thirty (30) days of Contractor's submittal of a monthly invoice. If the County objects to any invoices submitted by Contractor, the County will so notify Contractor in writing giving the reason(s) within fourteen (14) days of receipt of such invoice.

d. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by a progress payment, whether incorporated in the Project or not, will pass to County

upon receipt of such payment by County, free and clear of all liens, claims, security interests, or encumbrances.

e. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

**Section 7. Final Payment.** Final Payment, consisting of the unpaid balance of the Original Contract Amount, subject to any amendments to this Agreement under Section 3 Agreement Price, and any remaining Retainage, shall be due and payable when the work is fully completed. Before issuance of Final Payment, County may request satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid or otherwise satisfied, including but not limited to releases or waivers of liens from any Subcontractors or Suppliers. Final Payment may not occur until the Parties comply with their obligations under C.R.S. §§ 24-91-103, 38-26-105 to -107, to the extent such statutory provisions apply to this Agreement. As a further condition of Final Payment, the County may require Contractor to provide a list of all Subcontractors and Suppliers and their respective contact information.

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

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

**Section 9. Commencement and Completion of Performance.** This agreement shall run for the term of one year from the date of execution with an option for annual extensions for up to 4 additional years. The services called for shall commence on the date specified in Exhibit A, Time of Performance. Contractor shall commence any work requested by the County within ten (10) days of notification by the County. In the event Contractor fails to commence work within this time period, the County may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to ensure full completion within the contract time. It is expressly understood and agreed by and between the County and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other

factors prevailing in the locality of the work during the period such work is to be performed. The County will charge Contractor and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the County in connection with any work accomplished after the specified completion date.

**Section 10. Liquidated Damages.** The Parties agree that this Agreement shall not provide for the imposition of liquidated damages based on the date of Final Completion.

**Section 11. Termination.**

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

- i. not less than ten (10) calendar Days' written notice of intent to terminate, and
- ii. an opportunity for consultation with the terminating party prior to termination.

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

c. Upon receipt of a termination notice pursuant to either paragraphs a. or b. above, Contractor shall promptly discontinue the Work (unless the notice directs otherwise), and then County without prejudice to any other rights or remedies may: (a) take possession of the Worksite; and (b) complete the Work utilizing any reasonable means. Upon a Default by Contractor, County may also: (a) withhold payment due to Contractor; (b) as County deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the Default, and charge Contractor the costs and expenses, including reasonable overhead, profit, and reasonable attorneys' fees. In the event of an emergency affecting the safety of persons or property, County may immediately commence and continue satisfactory correction of a Default without first giving written notice to Contractor, but shall give Contractor prompt notice..

d. If Contractor files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Contractor or Contractor's trustee rejects the Agreement; (b) a Default has occurred; or (c) Contractor is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

**Section 12. Taxes, Licenses, Permits and Regulations.** In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefore, unless otherwise specified by the County. The County shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall

not be included in the Agreement Price. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and Subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. § 39-26-708, Contractor and Subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates.

**Section 13. 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 County. Contractor does not have any authority to bind 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 County.** Nothing contained in this Agreement shall constitute Contractor as being an employee of the County, nor shall any employment relationship between the County and Contractor be created by the terms hereof. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

**Section 14. Relationship.** Each Party agrees to act on the basis of good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner as required by or consistent with the Contract Documents, including consideration of design modifications and alternative materials or equipment that will permit the Work to be constructed.

**Section 15. Indemnification.** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County, its elected and appointed officials, officers, employees, and agents, and their insurers, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Contractor, its employees, agents or Subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the County, its elected and appointed officials, officers, employees, and agents, from damages resulting from the negligence of the County's elected and appointed officials, officers, employees, and agents, and their insurers, and employees. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever.

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

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

**Section 16. Insurance.** The Contractor agrees to procure and maintain, during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor, pursuant to Section 5 of Exhibit A, Additional Insurance Requirements. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed, pursuant to Section 5 of Exhibit A, by reason of its failure to procure and maintain, during the life of this Agreement, insurance in sufficient amounts, durations or types.

In addition to those requirements set forth in Section 5 of Exhibit A, Contractor shall procure and maintain, during the life of this Agreement, for itself and any Subcontractor, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor, pursuant to this Agreement. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

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

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

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

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

The policy required by Paragraph b. above shall be endorsed to include the County, whether private or governmental, its officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies) or entity(ies) deemed necessary by the County

as additional insureds. The Contractor shall be solely responsible for any deductible losses under any policy required herein.

Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the County, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the policy required by Paragraph b. above shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

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

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

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

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

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

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars

(\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

**Section 18. Government Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**Section 19. Prohibited Terms.** Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void *ab initio*. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109, C.R.S.

**Section 20. Warranties and Guarantees.** Contractor hereby represents, warrants and guarantees to the County all workmanship, equipment and materials on or made a part of the Project and its structures for a period of one (1) year from and after the date of Final Completion of the Work, as provided by this Agreement ("Warranty Period"). Contractor shall correct installation defects on County-furnished and County-installed materials and equipment during the Warranty Period. To the extent products, equipment, systems, or materials incorporated into the Work are furnished by County, they shall be also covered by any warranty of the manufacturer(s). Contractor shall assist County in pursuing warranty claims. Unless otherwise not required by County, Contractor shall obtain all necessary certificates of inspection, testing, or approval and deliver them to County. Contractor shall collect all written warranties and equipment manuals and deliver them to County in a format selected by County. With the assistance of County's personnel, and to the extent necessary for the Project, Contractor shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

**Section 21. Subcontractors.** All contracts between Contractor and Subcontractors shall conform explicitly to all applicable provisions of this Agreement and the Contract Documents. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such Subcontractors. Upon receipt of Progress and Final Payments from the County, Contractor shall disburse the same immediately to Subcontractors without any requirement of the County to supervise the same. The County may require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or materialmen prior to payment of progress payments or Final Payment. Contractor shall not retain any Subcontractor or Supplier to whom County has a reasonable and timely objection. County may propose Subcontractors or Suppliers to be considered by Contractor. Contractor shall be solely responsible for the management of Subcontractors and Suppliers in the performance of their work. Except as expressly provided in this Section, no

contractual relationship shall exist between the County and any Subcontractor because of the subletting of any part of the Project work.

a. **Contingent Assignment of Subcontract.** If this Agreement is terminated, each subcontract agreement shall be assigned by Contractor to County, subject to the prior rights of any surety, and provided that County accepts such assignment, after termination by notifying in writing Contractor and Subcontractor or Contractor and Supplier, and assumes all rights and obligations of Contractor pursuant to each subcontract or supply agreement. If County accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension. Contractor shall include a provision in its Subcontract and Supplier agreements that Subcontractor and Supplier is obligated to accept contingent assignment.

**Section 22. Change Order.** County, without invalidating this Agreement, may order in writing changes in the Work within the general scope of the Contract Documents consisting of additions, deletions, or other revisions to the Work, which may or may not require adjustment of the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this Agreement. There shall be no increase in price or change in the scope of work described in this Agreement without a Change Order issued by the County along with the County's written assurance that lawful appropriations have been made by the County to cover the cost of any additional work or materials described in the change order and an Amendment has been completed. Acceptance of the Change Order and any adjustment in the estimated Cost of the Work or the date of Final Completion shall not be unreasonably withheld. Contractor shall not be obligated to perform changes in the Work until the County approves a Change Order.

**Section 23. Amendment.** This Agreement may be amended from time to time by agreement between the Parties. No amendment, modification or alteration of this Agreement shall be binding upon the Parties hereto unless the same is in writing and approved by the duly authorized representatives of each Party hereto.

**Section 24. Compliance With Laws.** Contractor shall comply with all Laws at its own costs. Contractor shall be liable to County for all loss, cost, and expense attributable to any acts or omissions by Contractor, its employees, Subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures. To the extent applicable, Contractor shall comply with C.R.S. § 8-17-101 regarding the employment of Colorado labor on the project, and to the extent Contractor can establish a waiver under that statute, shall reimburse County to the extent permitted by law with regarding to posting notice regarding such labor.

**Section 25. Safety of Persons and Property.** Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

a. Contractor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect:

1. its employees, Subcontractors, employees of Suppliers, County personnel, visitors and other persons at the Worksite;
2. materials, supplies, and equipment stored at the Worksite; and
3. the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

b. **Safety Representative.** Contractor shall designate an individual at the Worksite under the direction and control of Contractor who shall act as Contractor's designated safety representative with a duty to ensure Contractor's compliance with this Section. Unless otherwise identified by Contractor in writing to County, the designated safety representative shall be Contractor's project superintendent. Contractor will report promptly in writing to County all recordable accidents and injuries to persons or property occurring at the Worksite. When Contractor is required to file an accident report with a government agency or department pursuant to the Law, Contractor shall furnish a copy of the report to County.

c. Contractor shall provide County with copies of all notices required of Contractor by Law. Contractor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

d. If County deems any part of the Work or Worksite unsafe, County, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures acceptable to County in its sole discretion, or both. If Contractor does not adopt corrective measures, County may perform them and reduce by the costs of the corrective measures the amount of the Original Contract Amount. Contractor agrees to make no claim for damages or compensation based on Contractor's compliance with County's reasonable request under this subparagraph.

e. Contractor shall promptly remedy damage or loss which arises from the Work to the extent caused by the negligent or intentionally wrongful acts or omissions of Contractor, or anyone for whose acts Contractor may be liable, including but not limited to Subcontractors, except Contractor is not required to remedy such damage or loss that is attributable to acts or omissions of County or anyone for whose acts County may be liable.

f. In any emergency affecting the safety of persons or property, Contractor shall act in a reasonable manner to prevent threatened damage, injury, or loss.

g. Contractor shall take all reasonable steps to protect the Project from damage due to inclement weather, including but not limited to snow removal.

**Section 26. Materials Brought to Worksite.** Whether obtained by Contractor, Subcontractors, County, or Others, Contractor is responsible to make Safety Data Sheets ("SDS") pertaining to materials or substances used or consumed in the performance of the Work available to County and Subcontractors, unless this requirement is waived by County. Contractor shall be responsible for the proper handling, application, storage, removal, and disposal of all materials brought to the Worksite by Contractor. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, directors, and employees, from and against any and all claims,

damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses arising out of or relating to the delivery, handling, application, storage, removal, and disposal of materials and substances brought to the Worksite by Contractor. This paragraph shall survive the completion of the Work or Agreement termination.

**Section 27. Hazardous Materials.** Contractor shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by County as certified by an independent testing laboratory and approved by the appropriate governmental agency, so long as the introduction of such Hazardous Material at the Worksite was not due to any action or inaction by Contractor. If, after commencing the Work, Hazardous Material is discovered at the Project, Contractor shall be entitled to immediately stop Work in the affected area. Contractor shall promptly report the condition to County and, if required, the governmental agency with jurisdiction. Contractor shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction. Unless the introduction of such Hazardous Material at the Worksite was due to any action or inaction by Contractor, County shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Unless the introduction of such Hazardous Material at the Worksite was not due to any action or inaction by Contractor, such measures shall be the sole responsibility of County, and shall be performed in a manner minimizing any adverse effect upon the Work. If the introduction of a Hazardous Material was due to an action or inaction by Contractor, then Contractor will be solely responsible for such testing and remediation.

**Section 28. Additional Worksite Rules.**

a. The County shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his Subcontractors who, in the discretion of the County, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in cooperation with Others, Subcontractors or Suppliers.

b. At the completion of the Work, Contractor shall remove or have removed from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris. No material, equipment, tools, supplies or instruments, other than those belonging to or leased by Contractor, will be removed from the Project site by Contractor without the prior written approval of the County.

c. Contractor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials.

d. Contractor shall engage in all reasonable efforts to mitigate, minimize and confine dust, noise and debris resulting from construction activities at the Worksite.

**Section 29. County Occupancy or Use of Completed or Partially Completed Work.**

County may use completed or partially completed portions of the Work when (a) appropriate insurer(s) or sureties consent to the occupancy or use, and (b) appropriate public authorities, including the County, authorize the occupancy or use. Such partial occupancy or use shall constitute Final Completion of the Work. Contractor shall not unreasonably withhold consent to partial occupancy or use.

**Section 30. Suspension by County for Convenience.** County may order Contractor in writing to suspend, delay, or interrupt all or any part of the Work without cause for its convenience. Should such suspension last more than ninety (90) Days, Contractor may terminate this Agreement pursuant to Section 11 Termination.

**Section 31. Assignment.** Contractor shall not assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the County. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**Section 32. Nondiscrimination.** The Contractor shall not refuse to hire, to discharge, to promote or demote, to harass during the course of employment, or to discriminate in matters of compensation, terms, conditions, or privileges of employment against any employee, Subcontractor, or applicant for employment because of race, color, sex, sexual orientation, gender identity, gender expression, age, religion, disability, national origin or ancestry, as provided by C.R.S. § 24-34-402 (1)(a). Contractor agrees to comply with all applicable Laws concerning non-discrimination.

**Section 33. Ethics.** Consistent with Colorado law, including but not limited to C.R.S. § 24-18-101 *et seq.*, each Party shall avoid conflicts of interest and promptly disclose to the other Party any conflicts of interest. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, Design Professional, Subcontractors, Suppliers, or Others to secure preferential treatment.

**Section 34. Severability.** If any term, section or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

**Section 35. Waiver.** Either Party's failure to insist upon any performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right. No express waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

**Section 36. Titles.** The titles given to the articles and sections of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

**Section 37. Personally Identifiable Information (PII).** If the Contractor or any of its Subcontractors will or may receive PII under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a “Third-Party Service Provider” as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County’s PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.*

**Section 38. Drawings/Data.** To the extent included in the Work or necessary to complete the Project, Contractor shall prepare and submit to County either:

- final marked-up as-built drawings, or
- updated electronic data.

**Section 39. Ownership Of Tangible Documents.** County shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data (including in its native format such as Autocad), and information (“Documents”) prepared, provided, or procured by Contractor, Subcontractors, or consultants and distributed to County for this Project, upon Final Payment to Contractor or, in the event of termination, upon payment for all sums payable and due to Contractor under this Agreement.

**Section 39. Copyright.** The Parties agree that County  shall/  shall not obtain ownership of the copyright of all Documents as part of the consideration set forth in this Agreement. If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with Contractor.

**Section 40. Use of Documents in Event of Termination.** In the event of a termination of this Agreement pursuant to its terms, County shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright.

**Section 41. County’s Use Of Documents After Completion of Project.** After completion of the Project, County may reuse, reproduce, or make derivative works from the Documents for all purposes, including but not limited to the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite.

**Section 42. Remedies.** None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts. Jurisdiction and

venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law, including, but not limited to, tort remedies. The Contractor agrees that the economic loss rule shall not serve as a limitation on the County's right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive the acceptance of the Work or any termination of this Agreement. Should the County prevail in any action to enforce the terms of this Agreement, it shall be awarded its reasonable attorneys' fees, expenses and costs. Contractor waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes, regarding defects in the Work under this Agreement.

**Section 43. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

**Section 44. No Construction Against Drafter.** The Parties expressly agree that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

**Section 45. Entirety.** The Contract Documents constitute the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into and are superseded by this Agreement. In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) Exhibit A to this Agreement; (d) all remaining Contract Documents. Except as otherwise provided, among categories of Contract Documents having the same order of precedence, the term or provision that includes the latest date shall control. Where figures are given, they shall be preferred to scaled dimensions.

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

**CONTRACTOR:**

By:



Crested Butte Water Systems LLC, Owner

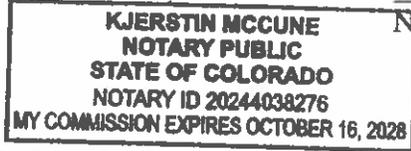
STATE OF Colorado )

COUNTY OF Gunnison )

The foregoing instrument was acknowledged before me this 12 day of January, 2026 by Robyn Zimmerman, as Owner of Crested Butte Water Systems LLC

My commission expires: Oct 16, 2028

SEAL



[Signature]  
 \_\_\_\_\_  
 Notary Public

ATTEST: Clerk to the Board

GUNNISON COUNTY

\_\_\_\_\_

By: \_\_\_\_\_  
 Chair, Board of County Commissioners

Date: \_\_\_\_\_

**EXHIBIT A to Agreement between the County and Crested Butte Water Systems LLC.**  
Project Number; Name On-Call Sewer and Water Services.

**1. Scope of Work.** The Contractor hereby agrees to and accepts responsibility to perform the Work outlined in the Request for Proposal and in the resultant proposal as attached.

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control. Further, in the event of any conflicts between this Exhibit A and the Agreement itself, the Agreement itself shall control.

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

As of the date of this Agreement.

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

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

The services of the Contractor shall be completed, or shall end, by \_\_\_\_\_, 20\_\_\_\_, at which time the County, subject to Section \_\_\_ "Non-Appropriation", shall have the option to renew the Agreement for four additional one-year terms under the same terms and conditions of the original Agreement by issuance of an Extension Letter. Continuation of the Agreement beyond the initial period is at the sole discretion of the County.

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

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

Hourly rate: \$75.00/hour or as outlined in the attached document.

Lump sum payment upon completion: \$ \_\_\_\_\_.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement for any task order shall not exceed the County Manager's Authorized Signatory Authority.

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

**5. Additional Insurance Requirements.**

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

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

**Umbrella Liability Insurance is required:** Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: One Million Dollars One Hundred Ninety-Five Thousand (\$1,195,000) each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County. **Check box if required only.**

**Protected Information:** If Contractor's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, Contractor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) each occurrence; and Two Million Dollars (\$2,000,000) general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County. **Check box if required only.**

**Pollution Liability:** If Contractor's scope of work includes any pollution liability exposure, Contractor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than One Million Dollars One Hundred Ninety-Five Thousand (\$1,195,000) each occurrence and aggregate. **Check box if required only.**

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

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

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

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

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

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

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

AND

To the Contractor:      Crested Butte Water Systems LLC  
                                  12 Kubler Ct  
                                  Crested Butte, CO 81224

**7. Special Conditions.**

- No special conditions
- Special Conditions are as follows:



**Request for Qualifications  
(RFQ)**

**2025 Emergency and On-Call Water and Wastewater Services**

**Gunnison County, Colorado**

Request for Qualifications

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## **Section I. Summary Introduction**

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### **Introduction**

Gunnison County is seeking contractors for Operations and Repair Services to provide repair services and operational assistance on an as-needed basis to support the Water and Sewer District. The County has not set a maximum number of Task Orders to be awarded to any single firm but intends to distribute discipline-specific assignments among the selected firm(s). Submitting qualifications and executing an on-call contract related to this RFQ allows for the County to have a developed list of prequalified contractors able to respond to the District's needs.

On-Call contracts may be bid and awarded without a specific public works project or scope of work in mind but rather are categorized around general types of anticipated work or trades. When a specific scope of work is identified, individual work orders are authorized based on either a not-to-exceed time and materials basis or on a negotiated lump sum amount, using unit prices bid by the contractor and the contractor proceeds to complete the work. Most typically, on-call Contracts may be used for repair, renovation, and maintenance of public facilities and are typically on an annual basis, with optional renewals.. This on-call RFQ is related to water and wastewater work.

Responses to this Request for Qualifications ("RFQ") will be used to identify a qualified contractor or contractors to lead or support this organizational need. This RFQ is intended to be consistent with the Gunnison County Procurement Policy (Policy Number 1.2.10).

## **Section II. Scope**

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### **Description:**

An on-call list of Contractor(s) for each of the following project categories will be developed following review and evaluation of the submittals. Contractor(s) may propose for any, some, or all of the categories but must fully describe their capabilities for the proposal. The County is looking for qualified Contractor(s) who can self-perform construction tasks, collaborate with County Staff or Design Engineers, Owner's Representatives, comply with CDPHE regulations, and ensure compliance with contract documents and specifications. The County's overarching goal is to complete all work safely, and with quality workmanship that meets or exceeds County, State, and industry design standards, specifications, and regulations.

### **Preferred Minimum Operations Certifications:**

Possession of a Colorado Water Treatment Class C Certificate.

Possession of a Colorado Distribution Class 1 Certificate.

Possession of a Colorado Wastewater Collection Class 1 Certificate.

### **Water Treatment Services (Operations and Construction):**

Specific demonstrated expertise and experience with treatment plant operational processes, including but not limited to: rapid mix and flow controls; multimedia filters; biological aerated filters; flocculation and sedimentation; chlorine disinfection systems; chemical storage and feed systems; safety systems; backwash wastes; waste impoundments; wash water recovery systems; water treatment plant residuals, including dewatering; pumping and pump systems; and yard piping and valving; as well as the structural components and associated buildings. Demonstrated experience with contract document interpretation; AWWA, ASTM, CDPHE, and other industry standards. Installation practices and codes related to systems are noted. All work would be coordinated with the ORC.

### **Water Transmission and Distribution Services (Operations and Construction):**

Specific demonstrated expertise and experience with potable water transmission and distribution pipeline systems, pumping stations, and storage reservoirs, including flow metering systems and control valve vaults, pressure regulating stations and structures. Experience with water metering systems. Knowledge in proper shut down and start up of high pressure water systems and related disinfection. Experience locating, diagnosing and repairing piping. Demonstrated experience with contract document interpretation; AWWA, ASTM, CDPHE, and other industry standards; and installation practices regarding thin wall, HDPE, large diameter steel pipe, ductile iron, and PVC pipe. All work would be coordinated with the ORC.

### **Wastewater Collections Services (Operations and Construction):**

Specific demonstrated expertise and experience with Wastewater collections systems including system condition analysis, pump stations, lift stations, cleaning and unclogging, metering systems, and camera systems. Experience with locating, assessing and repairing wastewater systems. Experience completing and submitting SSO spill reports and proper cleanup of SSO site. Demonstrated experience with contract document interpretation; AWWA, ASTM, CDPHE, and other industry standards; and installation practices. All work would be coordinated with the ORC.

## Request for Qualifications

### **Work Assignment:**

The County makes no guarantee as to how much, or if any work will be authorized in any given year. Total contract and assigned project fee amounts shall be based on need and annual appropriation of funds. Work will be assigned via task order that will include a consultant's estimated fee.

The RFQ is for assignments where the fee for services is less than \$50,000. Any assignment that requires professional services in an amount of \$50,000 or more will not be considered on-call services. Such projects will require a separate procurement process and a separate contract award. A contractor may be given several assignments that are each less than \$50,000, but total more than \$50,000.

No agreement will be for any exclusive services and the County may enter into additional contracts for the same or similar services with other entities or persons.

Prior to award, consultant shall provide their Fee Schedule. Invoicing for the contract period shall be according to the rates submitted. The consultant must guarantee submitted fees through the initial contract year ending December 31 of each year. If the contract time is extended, revised fee schedules will be negotiated at that time.

### **Section III. Objectives**

#### **Objectives:**

This on-call services RFQ will support the County in performing tasks that either are too large, outside of staff capability, require enhanced response, or require additional oversight. The Utility District is staffed by only two employees and even one unforeseen situation can cause the District to fall out of compliance or fail to adequately respond to the situation at hand. Having pre-qualified contractors ready to assist staff is the most efficient and responsible way to build resiliency in the District.

## **Section IV. Submission Requirements**

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The County shall not be liable for costs incurred in the preparation of a response to this RFQ or in conjunction with any presentation associated with the response to this RFQ. Submission packages should include an electronic version of the submittal in PDF format. Gunnison County welcomes a creative response to the RFQ in any format that best expresses the submittal. Firms submitting responses to this RFQ solicitation must provide the following information and materials.

**Interest:**

In a brief statement, indicate your interest in the work and our organization.

**Experience and Professional Qualifications:**

In order to assess the capability of the contractor to carry out quality work, please provide the following information.

- The status of the organization (partnership, corporation, etc.).
- Identification of any principals, partners, and subcontractors that would participate in the deliverable process, the nature of each participant's role, and a summary of relevant experience of all key participants.
- Past experience summary.
- Any material which further identifies experience or qualifications of the contractor.

**Budget**

In a separate file, all Contractors shall provide a pricing schedule that clearly explains how the County will be charged for the proposed services and an explanation of how unanticipated costs will be managed. The County expects to be able to understand the total hourly cost and for each type of deliverable and how the billing for materials will be managed. This should include the Respondent firm's billing structure, including labor rate structures by labor categories and other non-labor rates. The response should include a table showing the Respondent's proposal rates for the first year, and anticipate a 3.0% maximum escalation rate per year on labor rates to be agreed upon annually. The rate table must provide information on all proposed fees, and will be incorporated into the selected firm's on-call contract. Note that the County will only allow other direct costs to be billed at cost and will not allow a markup on subconsultants. No project development costs or similar hourly cost recovery charges will be allowed, as all of these costs are to be included in the hourly billing rates. Information provided in the price proposal will serve as the basis for negotiations but not for initial selection.

### **Timeline**

The County anticipates the need for services will occur multiple days during the calendar year of the contract, to be coordinated with the County. This is an emergency and on-call contract so it should be anticipated that there will be needs at all times and dates of the contract duration.

### **Contractor Point of Contact:**

Please identify the person in your organization who will serve as the point of contact, including name, email, address, and telephone. This should include after-hours contact information for emergency response.

### **Submittal:**

Contractors' submittals must include responses to all requirements contained within the Objectives Section of this RFQ. By submitting a submittal, your firm agrees to all applicable provisions, terms, and conditions associated with this RFQ. This RFQ, your submitted qualifications, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

### **County Contact:**

Questions generated by respondents and subsequent answers by the County will be answered and posted on the County website at: <https://www.gunnisoncounty.org/Bids.aspx>. The County will answer questions from potential respondents only in writing, no verbal responses shall be considered binding. All such questions and the County's answers will be provided by numbered addendum, by email and by public publishing. Please email questions to: Martin Schmidt, Assistant County Manager for Public Works, at: [mschmidt@gunnisoncounty.org](mailto:mschmidt@gunnisoncounty.org). Please allow 2-3 work days for responses. No answers will be provided after April 30th.

A **question and answer meeting** will be hosted on Microsoft Teams on **July 24th at 1pm**. Please contact Martin Schmidt for the meeting details and login information.

All submittals must be submitted digitally to:

Assistant County Manager for Public Works  
Martin W. Schmidt [mschmidt@gunnisoncounty.org](mailto:mschmidt@gunnisoncounty.org)

**Submittals must be received no later than  
4 pm on July 31.**

## **Section V. Evaluation Criteria and Review Process**

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In addition to the qualifications of the contractor team, the evaluation of each submittal will be based on the degree to which the submittal meets the objectives outlined in this RFQ. Representatives of Gunnison County will assess the degree to which each submittal meets the requirements and responds to the preferences stated herein. The County reserves the right to reject any or all submittals. The submittal or submittals viewed most favorably may be asked to present their submittal in person or virtually and participate in discussion with representatives of Gunnison County about their submittal. A contractor may then be selected and a contract may be offered. The County reserves the right to consider alternatives, to waive irregularities, to resolicit, or reject all submittals on both an individual and general basis.

### **Evaluation Criteria:**

- a) Price (Hourly rates).
- b) Technical expertise for the project category needs.
- c) Past Performance and experience.
- d) Project management capabilities, including financial resources, equipment, management personnel, project schedule, and management plan.
- e) Labor supply capabilities, including the ability to respond during non-business hours.
- f) Any Supplemental Criteria supplied in an addendum.

Contractors should expect that submitted submittals would be public documents unless arrangements are made in advance for confidential financial information or other information which may be protected by law. Bid tabulation that includes the Company name and "Not To Exceed" price will be publicly available without a CORA request.

Final selection authority rests with Gunnison County.

Any resultant contract may be awarded with reasonable promptness by appropriate notice to the best-value contractor, which may not necessarily be the lowest-price contractor. The department director is authorized to attempt to negotiate an adjustment of the price as applicable .

## **Section VI. General Conditions and Information**

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### **Reserved Rights:**

The County reserves the right to:

- Modify or terminate the selection process or contract at any time;
- Waive minor irregularities;
- Reject any and/or all responses to this RFQ and to seek new submittals when it is in the best interest of the County to do so;
- Seek clarification or additional information from respondents as it deems necessary to the evaluation of the response;
- Request any additional information or evidence from individual respondents, including but not limited to financial status;
- Judge the respondent's written or oral representations as to their veracity, substance and relevance, including seeking and evaluating independent information on any contractor team members;
- Incorporate this RFQ and the selected team's response to this RFQ as a part of any formal agreement between the County and the respondent;
- Require the use of the County Standard Professional Services Agreement, Trade Contractor Agreement, or other County contract approved by the Gunnison County Attorney's Office for contract terms.

### **Hold Harmless:**

By participation in this RFQ process, contractors agree to hold harmless Gunnison County their officers and employees from all claims, liabilities and costs related to all aspects of the contractor selection process. Any submitter of proposal or contractor may protest as described in Gunnison County Procurement Policy 1.2.10.

### **Public Works Contractor's Bonds:**

Pursuant to C.R.S § 38-26-105, all contractors involved in public works projects that are greater than \$50,000 are required to provide a penal bond conditioned that such contractor shall make all lawful payments to persons supplying labor, materials, or equipment.

### **Retainage:**

Pursuant to C.R.S 24-91-103, all contractors involved in public works projects that are greater than \$150,000 are required to provide a retainage of five percent (5%) of the total contract price or monthly pay application to the County. The County shall make a final settlement pursuant to C.R.S. § 38-26-107 within sixty days after the contract is completed and accepted.

### **Public Information:**

All documents or correspondence, between the County and respondents are generally public information subject to the open records laws and regulations that govern Gunnison County, unless specifically identified otherwise.

**Expenses:**

All expenses related to any contractor's response to this RFQ, or other expenses incurred while the selection process is underway, are the sole obligation and responsibility of the contractor.

We appreciate your interest and look forward to reviewing the submittal from you.

# Crested Butte Water Systems LLC

**Robyn Zimmerman**  
**Owner/Operator**  
**12 Kubler Ct**  
**Crested Butte, CO 81224**  
**970-209-3563**  
**rzimmcbco@outlook.com**

**Gunnison County Public Works**  
**Martin Schmidt, Assistant County Manager for Public Works**  
**195 Basin Park Dr**  
**Gunnison, CO 81230**

Dear Martin,

Thank you for the opportunity to submit this Proposal for providing Emergency, Backup and On-Call services for the Gunnison County Utility Department.

Crested Butte Water Systems provides management, operations, consulting and emergency/on-call services for small and medium sized water and wastewater utilities. With 23 years of operations and management experience in the industry in Colorado and specifically in Gunnison County, I am confident in my ability to assist the Utility Department in achieving the stated objectives.

This proposal outlines the services that best align with Gunnison County's objectives. The following information defines the experience and institutional knowledge my company has. It also proposes the rates for the services requested.

Thank you for considering Crested Butte Water Systems for water utility services. I look forward to discussing how my company can support the Gunnison County Utility Department in reaching its goals.

# Staff Experience

**ROBYN ZIMMERMAN**  
**Colorado Certified Water Professional**

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Experienced Certified Water Professional in the State of Colorado with 23 years of experience in water treatment and distribution, wastewater treatment and collections and public management of those systems.

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## WORK EXPERIENCE

### **Mt. Crested Butte Water and Sanitation District October 2005 – October 2017**

Managed, operated, and maintained a 1.0 million gallon a day drinking water treatment plant and distribution system. Operated and managed a 1.2 million gallon a day wastewater treatment plant and 27-mile collection system.

### **Gunnison County October 2019 – July 2025**

Utility Manager for County water utility encompassing a 0.5 million gallon a day water treatment plant and distribution system. Managed a 30-mile sewer collection system and a wastewater treatment system. Responsible for annual and long-term budgets. Reviewed and participated in long-term planning projects. Lead person in Public Relations for Utility.

## CERTIFICATIONS

State of Colorado  
Water Treatment Level B  
Water Distribution Level II

State of Colorado  
Wastewater Level B  
Wastewater Collection Level II

State Of Colorado  
Colorado Class B Commercial  
Driver License

Member CRWA  
Colorado Rural Water Association

Member AWWA  
American Water Works Association

# Proposed Scope of Services Offered

- **Business Hours Assistance:** The ability to cover weekday shifts for operators in case of extended illness, extra workload, or attendance for educational seminars; as examples. This includes over-night on-call if the assistance covers multiple weekdays. On-call pay is capped at 2 hours unless the contractor physically responds. All requests will be in writing.
- **Weekend and Holiday Plant Operation:** Operating the Dos Rios Water Treatment Plant and monitoring sewer operations on days that the Department is down an operator and being on-call during those times. On-call rate will be 2 hours daily with no mileage. Plant operation will be charged based on actual time operating the system remotely and is deducted from the on-call time. All requests will be in writing.
- **Emergency Response:** Responding to emergencies when there is a staff shortage or when requested to assist staff. All requests will be in writing.

## Rates

Service	Description	Cost
Business Hours Assistance	Weekday Coverage when Requested	\$75/hr+0.725/mi
Weekend/Holiday Operation	Operation and On-Call Weekend and Holiday	\$112.50/hr+0.725/mi
Emergency Response	Emergency Response when Requested	\$112.50/hr+0.725/mi

Mileage is based on the contractor's odometer readings from the location of dispatch. Consultant is expected to use the most efficient routes for reimbursable milage. This includes return mileage to the location of dispatch. Mileage in County equipment is not reimbursable.

## Equipment Usage

- Crested Butte Water Systems will provide company vehicle with tools for general services.
- Crested Butte Water Systems is proposing to utilize Gunnison County maintenance and emergency equipment to conduct the operations described and requested by Gunnison County. Our staff has extensive experience with the safety and operation of this equipment.

## Summary

Crested Butte Water Systems LLC looks forward to offering the above services to Gunnison County Public Works and working closely with the Utility Department to assist in the continued excellent customer service the Department offers, and Gunnison County expects.

We are committed to maintaining strong communication and collaboration with both Gunnison County Public Works and the Utility Department to ensure that all operational, maintenance, and emergency response needs are addressed promptly and efficiently. By leveraging our experience and resources we aim to support the County's goals for reliable water system operation and rapid emergency response.

We understand the importance of providing dependable service, especially during weekends, holidays, and in emergency situations. Our staff's extensive experience with safety protocols and equipment operation will help to minimize downtime and maintain the high standard of customer service that residents and stakeholders have come to expect from the Utility Department. We are dedicated to building a strong partnership and contributing to the ongoing success and reputation of Gunnison County's public services.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Credit Application; Master Rental & Sales Agreemen

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This is an on-call credit application and rental contract for water and sewer pumping equipment that would be critical in an emergency.

**Fiscal Impact:**

**Submitted by:** Martin Schmidt

**Submitter's Email Address:** mschmidt@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 1/27/2026

**County Attorney Review:**

Required

Not Required

Comments:

Contract paragraph 12 requires County to indemnify, "to the extent permitted by law." Given that the law does not permit the County to indemnify, the provision is likely not valid. Otherwise, legally sufficient. SO 1/23/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/23/2026

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026



**RAIN FOR RENT™**  
CREDIT APPLICATION  
MASTER RENTAL & SALES AGREEMENT

Account No. \_\_\_\_\_

APPLICANT: (IF INDIVIDUAL, LAST NAME, FIRST NAME, MIDDLE INITIAL)

TELEPHONE:  
**970-641-0044**

**Gunnison County Public Works Department**

CELL PHONE:

Name or Style Under Which You Do Business (DBA)

FAX:

ADDRESS CITY STATE ZIP  
**195 Basin Park Drive Gunnison Colorado 81230**

BILLING ADDRESS (IF DIFFERENT) CITY STATE ZIP

Year Established: Federal Tax ID # **84-6000-770** Contractor License # D & B Number: Web Address: **gunnisoncounty.org** E MAIL: **mschmidt@gunnisoncounty.org**

Primary SIC Code: TYPE OF BUSINESS: **Government** Number of Employees: **203** Annual Revenue: **70,000,000.00** Stock Symbol if Publicly Traded:

INDIVIDUAL  CORPORATION  GENERAL PARTNERSHIP  LIMITED PARTNERSHIP  JOINT VENTURE  LIMITED LIABILITY PARTNERSHIP  LIMITED LIABILITY COMPANY **Government**

NAME & ADDRESS OF PARENT CORPORATION **Gunnison County**

CORPORATE OFFICERS or PARTNERS (IF LIMITED PARTNERSHIP NAME OF GENERAL PARTNER) or MEMBERS or INDIVIDUALS (LIST SPOUSE)  
NAME ADDRESS SOCIAL SECURITY OR TAX I. D. No.

1.

2.

3.

CREDIT REFERENCES : (LARGEST SUPPLIERS OR VENDORS) ADDRESS PHONE # FAX #

1. **Servitas 5525 MacArthur Blvd Suite 900 Irving, Tx 75038**  
2. **Fading West Construction 1950 McCormick Place PO Box 1878 Breun Vistr, CO 81211**  
3. **Alpine Express PO Box 347 Montrose, CO 81402**

FINANCIAL INFORMATION: NAME CITY STATE PHONE # FAX# ACCOUNT #

1. BANK: **Wells Fargo .. Gunnison CO 970-641-6204**

LOAN OFFICER:

2. LENDING INSTITUTION:

LOAN OFFICER:

PURCHASE INFORMATION:

P.O.'S REQUIRED ESTIMATED ANNUAL PURCHASES: Have you ever filed for Bankruptcy?  
 YES  NO \$  YES  NO

SALES TAX INFORMATION:  EXEMPT  NON-EXEMPT RESALE CERTIFICATE/EXEMPTION #:

ADDITIONAL INFORMATION:

**Customer's Statement: Read this statement before you sign it.**

All information I have given in this application is true and correct. I have read this document in its entirety both front and back and acknowledge that no verbal representations were made to induce the signing of this agreement. By signing below this Application For Credit, Master Rental and Sales AGREEMENT, I agree to comply with and be bound by all terms and conditions contained herein. I understand that you will confirm the information and retain the application whether or not my application is approved. You are also authorized to receive information about my credit. You can answer questions and requests from others for credit and experience information about me and the applicant on existing accounts with you. I authorize my bank and other lending institutions to release to WESTERN OILFIELDS SUPPLY COMPANY dba RAIN FOR RENT financial information to support my application.

Customer/Authorized Signature & Title

Date

Customer/Authorized Signature & Title

Date

1. The terms and conditions of the rental and sale of any equipment ("Equipment") by Rain For Rent, Western Oilfields Supply Company, its subsidiaries and affiliates (collectively, "Rentor") to the Applicant ("Rentee") are stated in this Master Rental and Sales Agreement ("Agreement"), as supplemented by any Rentor invoice to Rentee ("Invoice"); any delivery documents, and any documents from Rentor regarding the use or handling of Equipment, or Rentor's consent under § 3(a).

2. Rentee shall pay to Rentor within 30 days ("Due Date") of the date of an Invoice all Equipment rental, sales and other charges (if any) stated therein ("Invoiced Charges") and interest at the rate of 1.5% per month (or if less, the highest rate permitted under law) on payments not received by the Due Date. Payments will be credited first against accrued interest and then Invoiced Charges. Rentee agrees that all funds from anyone or received by Rentee to the extent those funds result from the labor, material or Equipment supplied by Rentor shall be held in trust for benefit of Rentor ("Trust Funds"). Rentee agrees it has no interest in Trust Funds Held by anyone and to promptly account for and pay to Rentor all Trust Funds.

3. (a) RENTEE SHALL NOT PERMIT THE PRESENCE OF ANY HAZARDOUS WASTE IN EQUIPMENT WITHOUT RENTOR'S PRIOR WRITTEN CONSENT; (b) RENTEE SHALL NOT PERMIT ANY EQUIPMENT TO BE USED FOR THE STORAGE, SHIPMENT OR CARRIAGE OF ACUTE HAZARDOUS WASTE WITHOUT RENTOR'S PRIOR WRITTEN CONSENT. FURTHERMORE, UNDER NO CIRCUMSTANCES SHALL RENTEE PERMIT ANY EQUIPMENT TO BE USED FOR THE STORAGE, SHIPMENT OR CARRIAGE OF ULTRA HAZARDOUS WASTE. (c) RENTEE IS PROHIBITED FROM PLACING IN THE EQUIPMENT ANY MATERIAL THAT CAUSES OR IS SUSPECTED TO CAUSE CORROSION, INCLUDING, BUT NOT LIMITED TO, COPPER-BASED FUNGICIDE, CHAMP FLOABLE, KOCIDE 101, KOCIDE 606, COPPER-COUNT-N, AND RIDOMIL-COPPER FUNGICIDE. (d) Rentee shall advise Rentor of the exact location and condition of the Equipment when requested by Rentor. Rentee agrees that Rentor may inspect any Equipment at any time and at any place where Equipment is located.

4. All Equipment will be delivered to Rentee at the location set forth in the relevant Delivery Document and Rentee's execution of a Delivery Document shall be conclusive evidence that the relevant Equipment has been delivered to Rentee. Rentee agrees that this Agreement shall govern all "delivery without signature" deliveries should Rentee fail or be unable to sign the Delivery Document. At the option and cost of Rentee, Rentor may (but shall not be obliged to) provide (a) delivery and return freight services and/or (b) installation services, any such services shall be carried out during the term of the rental, (c) Rentee acknowledges that Equipment may have contained hazardous materials and/or environmental contaminants ("Contaminants"). Rentee may, at its sole option and expense, test any Equipment prior to taking delivery of it from Rentor. If Contaminants are detected in any Equipment prior to Rentee taking delivery thereof, Rentee may terminate its rental of the Equipment. IF RENTEE ELECTS NOT TO (I) TERMINATE ITS RENTAL OF THE EQUIPMENT OR (II) TEST THE EQUIPMENT, RENTEE SHALL THEREBY WAIVE ANY RIGHT TO OBJECT TO THE PRESENCE OF CONTAMINANTS IN ANY EQUIPMENT OR MAKE ANY CLAIM AGAINST RENTOR IN RESPECT THEREOF.

5. Rentee shall (a) use all Equipment only as permitted under this Agreement in a safe, careful and proper manner ("Permitted Uses"); and (b) at Rentee's sole cost and expense, maintain all Equipment in good repair and working order ("Maintenance/Repair"), including but not limited to safety features, any meter that measures hours of Equipment use ("Equipment Use Meter"), and belts, and will replace lubricants, oil and filters at least every 250 hours. Rentee shall not allow any Equipment to come into contact with any substance(s) that may cause damage. Rentee shall not modify, or make any attachments to, any Equipment. Upon Rentee's written request, Rentor may provide Maintenance/Repair of Equipment and add Rentor's then current retail charges for such Maintenance/Repair to Rentee's invoice. Rentee shall be responsible for any damage, harm or liability to any Equipment, Rentor, Rentee or another, which is related to modification or removal of any Equipment safety feature (including, but not limited to, guards, shrouds, railings, oil pressure, water temperature, pump discharge components).

6. During any day an Equipment Use Meter is not operating, the Equipment rental charge shall be for 24 hours of use. The rental rate for pumps and equipment with hour meters are based on an 8 hour day or 48 hour running week. The rental rate will be multiplied by 1.5 for greater than 8 hours per day or 49-96 operating hours per week and multiplied by 2.0 for more than 16 hours per day or 96 operating hours per week. Rentee shall be responsible for environmental fees covering waste fluid, fuel, filter and other disposal costs and for any fuel, product, maintenance and service related surcharges. The environmental fee is not a government mandated charge. Rentee is responsible to comply with Fugitive Dust Provisions of Air Quality Management Districts. All taxes, levies, fees or assessments against Rentee, Rentor or Equipment due to Rentee's use of any Equipment, or Rentee's payments to Rentor (except Rentor's income tax liability as to such payments). At Rentor's sole option, Rentee shall either pay such amounts directly or shall reimburse Rentor for such amounts.

7. Rentee shall be liable for all damage to, or loss of, any Equipment regardless of cause or insurance coverage (collectively, "Loss"). Loss of any Equipment shall not relieve Rentee from its obligations under this Agreement. In the event of a Loss, Rentee shall promptly notify Rentor of the Loss (and in any event within 48 hours after Rentee's knowledge of such Loss), and shall promptly pay to Rentor: (a) the fair market value of Equipment or the cost of repair, as determined by Rentor in its sole and arbitrary discretion, (b) all rental charges up to the date Rentee pays Rentor the full amount of repair or replacement, (per §7(a)), and (c) all other amounts owed under this Agreement. Rentee shall be responsible for proper disposal of Loss Equipment but may not dispose of any Equipment until Rentor has been notified in writing and Rentee has paid all amounts due in full.

8. Rentee shall carry at its own expense (a) Commercial General Liability insurance \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate and Business Automobile Liability insurance covering all owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit each occurrence for damage or loss or personal injury, death or property damage occurring upon premises occupied by Rentee, or in connection with services rendered by Rentee, or Rentee's ownership, rental, subrental, maintenance or operation of any equipment or vehicle of any kind, (b) "all risk" property insurance covering the Equipment in an amount not less than full replacement value, and (c) sudden and accidental pollution coverage. All such insurance shall: (a) be in a form reasonably acceptable to Rentor, (b) name Rentor as an additional insured, loss payee, or both, as appropriate; (c) include a cross-liability clause, (d) provide a waiver of subrogation in favor of the Rentor; (e) be primary and without contribution from Rentor or its insurance carrier(s); and (f) require the insurance carrier to provide Rentor at least 30 days advance written notice of cancellation, expiration or material modification of such insurance. Should the Rentee's business include interstate or intrastate transportation of hazardous cargoes as defined by the Motor Carrier Act of 1980 (as amended), Rentee shall provide evidence of compliance with the financial responsibility requirements of the Motor Carrier Act (Form MCS-90). If higher limits or other forms of insurance are required by the Rentor, Rentee will comply with such requirements. Rentee shall provide written evidence of the insurance required hereunder from time to time, as requested by Rentor.

9. Rentee shall keep all Equipment free of any mortgage, pledge, encumbrance, charge, security interest, lien, or other claim or encumbrance against, created or suffered by, Rentee. Rentee shall not assign this Agreement, and shall not subrent, sublease or otherwise permit any person (other than Rentor) to use or possess any Equipment.

10. Rentee shall return all Equipment (a) to location(s) specified by Rentor (and safely stack any irrigation pipe), (b) in the same condition as when it was delivered to Rentee, and in good and efficient operating condition excluding normal wear and tear (c) free from Rentee's signs or markings, and (d) in clean condition, and free of measurable amounts of Contaminants. Rentor may have Equipment tested for Contaminants, and if the presence of Contaminants is confirmed, the cost of all testing and elimination of Contaminants from the Equipment shall be at Rentee's expense. All filtration media including, without limitation, carbon, sand, cartridges, bags, coalescing packs are the property of the Rentee and must be removed from the rental Equipment prior to return.

11. ALL EQUIPMENT IS RENTED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY (a) THAT IT IS FIT FOR ANY PARTICULAR PURPOSE; (b) REGARDING CLAIMS OF PATENT OR COPYRIGHT INFRINGEMENT; (c) OF QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MECHANICALITY, PERFORMANCE, MATERIAL OR WORKMANSHIP, OR AGAINST HIDDEN OR LATENT DEFECTS AND ALL SUCH RISKS ARE TO BE BORNE BY RENTEE AT ITS SOLE COST AND EXPENSE, AND RENTEE WAIVES ALL RIGHTS AND REMEDIES IT MAY HAVE UNDER THE UNIFORM COMMERCIAL CODE DEEMED APPLICABLE TO THIS AGREEMENT. RENTOR SHALL NOT BE RESPONSIBLE FOR DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF RENTEE'S RENTAL OR USE OF THE EQUIPMENT.

12. To the extent permitted by law, Rentee shall hold harmless, indemnify and defend the Rentor Group from Losses arising from, in connection with or related to Claims. "Rentor Group" means Rentor, its successors, assigns, parents, subsidiaries and affiliates, and their respective shareholders, representatives, directors, officers, employees and agents. "Losses" means all losses, attorney's fees and costs, other fees, costs, expenses, claims, liabilities, damages, penalties and fines. "Claims" means all lawsuits, judgments, administrative rulings or decisions, claims, arbitration awards, arising from, in connection with or related to (a) Rentee's failure to comply with §5, (b) any Default (as defined in §13), (c) the use, possession, renting, leasing, subleasing, operation, transportation, maintenance, condition, repair, replacement, return and/or storage of any Equipment, (d) any pollution, contamination, environmental impairment and/or similar condition directly or indirectly caused by or resulting in whole or in part from Rentee's use of any Equipment or (e) any environmental statutory or regulatory compliance requirements applicable to any equipment (or any use thereof) and required under any and all foreign or domestic federal, state or local laws, treaties, ordinances, regulations, codes, rules, orders, guidelines, policies or requirements of any governmental authorities which regulate or impose standards of liability or conduct concerning air, water, soils, wetlands and watercourses, solid waste, hazardous waste and/or materials, worker and community right-to-know, noise, resource protection, health protection and similar environmental, health, safety, and land use concerns as may now or at any time hereafter be in effect. This indemnification shall survive the termination of the Agreement.

13. Should the Rentee in any way fail to perform, observe or keep any provision of this Agreement ("Default"), Rentor may at its option do any one or more of the following: (a) terminate this Agreement, (b) declare all amounts payable hereunder due and immediately payable and commence legal action therefor; (c) relapse possession of the Equipment, holding the Rentee liable for all rental and other charges and for all costs and fees incurred in connection with the retaking of the Equipment; or (d) pursue any other remedies available by law. Default includes but is not limited to, filing under any bankruptcy, reorganization, receivership, insolvency, moratorium or other laws relating to the relief of debtors, readjustment of indebtedness, financial reorganization, arrangements with creditors, compositions or extensions of indebtedness; or insolvency of Rentee. The Rentee certifies by signing this Agreement they are financially solvent as of the date signed and that they will immediately notify Rentor of a material adverse change in their financial condition.

14. CRIMINAL WARNING: the use of false identification or information to obtain Equipment or failure to return the Equipment by the Due Date may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

15. Notices shall be deemed given when sent by telecopy (with reasonable confirmation of receipt), or by reputable overnight delivery courier to Rentor or Rentee at its address stated on page 1 of this Agreement, or such other address from time to time designated in writing by the party to which notice is to be given.

16. (a) Absent a written mutual agreement to the contrary, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Each party to this Agreement shall share equally in the costs and fees arising out of the arbitration, including the arbitrator's fees and administrative fees. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Colorado law shall govern this Agreement notwithstanding any choice of law to the contrary. The Agreement shall be enforced as if any provision, which has been finally determined by a court of competent jurisdiction to be invalid under any applicable laws or regulations, was omitted. (b) Rentee shall execute and deliver such instruments and assurances as Rentor requests to confirm or perfect this Agreement or Rentor's rights under this Agreement. Rentee shall provide information needed by Rentor to accurately prepare and file all tax returns and reports concerning the Equipment. (c) Any failure of Rentor to require strict performance by Rentee of any provision(s) of this Agreement shall not waive or diminish Rentor's right thereafter to demand strict compliance therewith or with any other provision. Any waiver by Rentor of a default by Rentee shall not constitute a waiver of any other default by Rentee. (d) This Agreement (i) represents the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and (ii) the Agreement may be executed in any number of counterparts, which shall together constitute one contract. (e) No provision of this Agreement shall be waived, modified, altered, or amended, except in writing signed by the party to be charged. (f) Rentee shall have no right or option to buy any Equipment except as otherwise stated in an Invoice. Rentee shall acquire no ownership interest or equity in any Equipment due to payment of rent to Rentor. All Equipment shall remain personal property and shall not become a real property fixture. (g) A defaulting party shall pay all damages, costs and expenses including, without limitation, attorney and accounting fees, reasonably incurred by the other party by reason of such default, with or without litigation.

17. Additional Terms and Conditions for Sales: (a) Terms and Conditions. The above terms and conditions, as applicable, are hereby incorporated into any Sales transactions. References to "Seller" will include "Rentor" and references to "Buyer" will include "Rentee". (b) Delay. Seller shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond seller's control, including without limitation, strikes, lockouts, fires, embargoes, war or other outbreak of hostilities, acts of God, inability to obtain shipping space, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign or governmental acts or regulations. (c) Waiver. All claims shall be deemed waived unless made in writing, delivered to seller within 10 days after receipt of goods by buyer. (d) Inspection. Buyer shall afford seller prompt and reasonable opportunity to inspect goods as to which any claim is made as above stated. Seller reserves the right, in its sole discretion, to repair or replace any claimed defect in the goods. (e) Cancellation of Merchandise. Cancellation of standard items may be honored only if the request is received prior to shipment. Custom made or special items may not be canceled unless cancellation precedes the in-process manufacture of the item. (f) Manufacturer Warranties. Buyer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Seller does not warrant the merchandise sold beyond the terms of such warranty offered by the manufacturer, if any. Neither Rentor nor the manufacturer warrants the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions.

18. In this Agreement, the following terms shall have the respective meanings given to them: (a) "Acute Hazardous Waste" means any and all Contaminants, hazardous waste, materials and substances (including, without limitation, polychlorinated biphenol contaminants (PCBs), polychlorophenols and normally occurring radioactive materials (norm)) but excluding Ultra Hazardous Waste, (b) "Ultra Hazardous Waste" means any (i) radioactive, corrosive, explosive or biological waste and materials (but excluding naturally occurring radioactive materials (norm)) and/or (ii) hazardous, toxic or dangerous waste, material or other substance, whether solid, liquid or gas, as defined in the Resource Conservation and Recovery Act of 1976 (as amended from time to time) and any successor legislation thereto or regulations promulgated pursuant thereto.

Initial here: \_\_\_\_\_

Revision 02/01/2021



**WESTERN OILFIELDS SUPPLY CO. dba RAIN FOR RENT  
CUSTOMER INSURANCE REQUIREMENTS**

X **GENERAL LIABILITY:**

**Limits:**

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Completed Operations Aggregate

X **Additional Insured Endorsement and Waiver of Subrogation Required**

X **AUTOMOBILE LIABILITY:**

**Limits:**

\$1,000,000 Combined Single Limit Each Accident Coverage: All owner, Non-owned,  
Hired vehicles or Any Auto.

X **Additional Insured Endorsement and Waiver of Subrogation Required**

**OTHER (All Risk Property Equipment Coverage):**

X **Loss Payee endorsement on leased/rented equipment**

**THE REQUIRED VERBIAGE UNDER THE DESCRIPTION OF  
OPERATIONS PORTION OF THE INSURANCE CERTIFICATE  
MUST READ AS FOLLOWS:**

**WESTERN OILFIELDS SUPPLY CO. DBA RAIN FOR RENT, AND THEIR  
SUBSIDIARY COMPANIES, IT'S DIRECTOR'S AND OFFICER'S,  
EMPLOYEES, HEIRS, AND ASSIGNS, ARE HEREBY ENDORSED AS  
"ADDITIONAL NAMED INSURED'S" (ENDORSEMENT ATTACHED) FOR  
THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES. IN  
ADDITION , LOSS PAYEE REQUIRED AS RESPECTS TO EQUIPMENT  
LEASED/RENTED TO THE INSURED (ENDORSEMENT ATTACHED).  
INSURANCE SHALL BE CONSIDERED PRIMARY AND WITHOUT  
CONTRIBUTION FROM WESTERN OILFIELDS SUPPLY CO. DBA RAIN FOR  
RENT OR ITS INSURANCE CARRIER(S). WESTERN OILFIELDS SUPPLY  
CO. DBA RAIN FOR RENT TO BE NAMED AS CANCELLATION NOTICE  
RECIPIENT UNDER THE POLICY PROVISIONS.**

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Ratification; Waiving of Section 4a from Resolutio

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

I am asking for the BOCC to waive Section 4a in Resolution 2024-13 in order to re-advertise passed the three week deadline.

**Fiscal Impact:**

**Submitted by:** Holly Perry

**Submitter's Email Address:** hperry@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/27/26

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/27/2026

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026

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Holly Perry, Admin Assistant III/Clerk to the Board

Phone: (970) 641-7600

Email: [hperry@gunnisoncounty.org](mailto:hperry@gunnisoncounty.org)

Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

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**TO:** Board of County Commissioners  
**DATE:** 2/3/2026  
**SUBJECT:** Waving Section 4a of Resolution 2024-13

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I am requesting that the Board of County Commissioners waive Section 4(a) of Resolution 2024-13 to allow a second round of interviews and appointments to extend beyond the three-week deadline following completion of the initial process. Pursuant to Section 8 of Resolution 2024-13, the Board of County Commissioners has the authority to waive any provision of the resolution.

Approval of this request would permit the position to be advertised for an additional two weeks rather than one, followed by interviews and appointments. Therefore, the second round will be completed within four weeks after the conclusion of the initial round.

Thank you for your consideration,

Holly Perry  
Clerk to the Board



**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO**

**RESOLUTION NO: 2024- 13**

**A RESOLUTION ESTABLISHING AND AMENDING THE POLICY FOR  
APPOINTMENTS TO BOARDS AND COMMISSIONS MANAGED BY GUNNISON  
COUNTY AND OTHER ORGANIZATIONS**

**THIS RESOLUTION SUPERSEDES RESOLUTION NOS 2019-17 AND 2024-7**

**WHEREAS**, the Board of County Commissioners of Gunnison County, Colorado (“Board”) has the authority to appoint members to various Gunnison County boards and commissions and to other boards and commissions that allow representation from Gunnison County, Colorado (“County”); and

**WHEREAS**, the Board desires to establish a policy to ensure that the appointment process:

- o Will be timely;
- o Will foster applications for open positions;
- o Will be open to public scrutiny;
- o Will comply with applicable legal requirements; and
- o Will result in appointments that are in the best interests of Gunnison County;

**WHEREAS**, the appointment process established by this Resolution shall apply to appointments to the following boards and commissions:

- a. Board of Adjustment
- b. Colorado River Water Conservation District Board
- c. Commissioner of Deeds
- d. Community Corrections Board
- e. Environmental Health Board
- f. Extension Advisory Committee
- g. Gunnison Basin Sage-grouse Strategic Committee
- h. Gunnison Cemetery District Board
- i. Gunnison Valley Hospital Board of Trustees
- j. Gunnison Valley Regional Housing Authority Board
- k. HB 1177 Roundtable
- l. Historic Preservation Commission
- m. Land Preservation Board
- n. Library Board of Trustees
- o. Medical Health Officer
- p. Planning Commission
- q. Region 10 Board
- r. Southwest Colorado Opioid Regional Council
- s. Sustainable Tourism and Outdoor Recreation Committee
- t. Tenderfoot Child & Family Development Center Board of Directors



- u. Tourism and Prosperity Partnership Board
- v. Veterans Service Officer
- w. Watershed Weed Commission
- x. Western Regional EMS Council
- y. Other boards and commissions as identified from time to time by the Board of County Commissioners

**WHEREAS**, the appointment process established by this Resolution shall be followed unless the process is in conflict with a specific requirement of an applicable ordinance, statute, established resolution of the Board, other legal requirement or unless the requirements of this Resolution are waived or modified by the Board pursuant to Section 8 of this Resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Gunnison County, Colorado that the County hereby adopts the following procedure for advertisement, interview, and appointment to fill vacancies on County boards and commissions:

Annual Appointment Process:

1. Notification:
  - a. Prior to or at the time of issuance of the annual vacancy notice, County staff or the chairperson involved with each board or commission shall be advised of upcoming vacancies and asked to encourage citizens to apply who have the appropriate interest, commitment, and skills.
  - b. Prior to or at the time of issuance of the annual vacancy notice, persons whose terms are expiring will be informed of their term expiration, thanked for their service, and, at the discretion of the County, encouraged to reapply.
2. Vacancy Notices and Applications:
  - a. Annual Board requests for applications for appointment shall be made by publication on the County website, and the County's social media outlets, and may also be made by publication in newspaper(s) or other print media; and
  - b. The vacancy notice shall be issued no later than November 1<sup>st</sup> with a response deadline of December 1<sup>st</sup>, or the first business day thereafter.
3. Scheduling/Conducting Interviews and Making Appointments:
  - a. The Board may interview applicants to the boards and commissions governed by this Resolution; however, nothing in this Resolution shall be construed to require the Board to interview any applicant except where expressly required by law.
  - b. Interviews may be accomplished by the Board of County Commissioners prior to January 20<sup>th</sup>. Notification of interview date and time shall be made



by electronic mail to applicants, and may also be made by other appropriate methods, such as by telephone or text message.

- c. If the Board elects to conduct interviews, incumbent applicants shall be advised that the interview is conducted for both an interview and opportunity for the applicant to update the Board on activities of that board or commission.
4. Re-notification:
- a. Should the Board decide that the process set forth in Section 3 of this Resolution failed to produce a successful applicant or a sufficient number of applicants to choose from, the Board may repeat such process, but in no case shall such repeated process last more than three (3) weeks from the date the initial process was completed.
5. Recruitment:
- a. After two rounds of interviews and appointments, County staff members or the chairperson for each board or commission will be advised of remaining vacancies and asked to recruit applicants. If this process yields interested applicants, interviews and appointments will be scheduled.
6. Out-of-Cycle Applications and Vacancies; Removal of Appointees:
- a. If a resignation or other creation of a vacancy occurs outside of the annual cycle outlined above, the Board may elect to create and follow a one-time recruitment and appointment schedule to fill that vacancy.
  - b. Except where the law expressly provides otherwise, all appointments pursuant to this Resolution are at will, and all appointees appointed pursuant to this Resolution shall serve at the pleasure of the Board. Accordingly, all appointees appointed pursuant to this Resolution are not considered employees of Gunnison County, and the Board may remove any appointee at any time for any reason, with or without cause, unless the law expressly provides otherwise.
  - c. The Board may temporarily extend the term dates of any appointee if their term is set to end prior to the conclusion of the interview and appointment schedule so that service on the board or commission is not disrupted. The Board may also, at its discretion, accept late letters of interest if the number of vacancies is greater than the number of letters of interest submitted by the deadline.
7. Special Circumstances Dictated by Bylaws or Statutes:
- a. Colorado River Water Conservation District. Pursuant to CRS § 37-46-104, the Board shall make its regular appointment to the Colorado River Water Conservation District during its first meeting in January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person, and that appointee shall take office beginning on the third Tuesday in January.



- b. Gunnison Valley Hospital Board of Trustees. Pursuant to CRS § 25-3-303 and the Gunnison Valley Hospital Board of Trustees bylaws, the Board shall make regular appointments to the Gunnison Valley Hospital Board of Trustees on or before the second Tuesday of January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person within 10 days of appointment. The appointee shall take office beginning on the first day of February.
- c. Board of Adjustment. Appointments to the Gunnison County Board of Adjustment shall be governed by the *Gunnison County Land Use Resolution*, CRS § 30-28-117 and other applicable law, except that Gunnison County may follow this Resolution for such appointments so long as there is no conflict between such laws and this Resolution.
- d. Planning Commission. Appointments to the Gunnison County Planning Commission shall be governed by the *Gunnison County Land Use Resolution*, CRS § 30-28-103 and other applicable law, except that Gunnison County may follow this Resolution for such appointments so long as there is no conflict between such laws and this Resolution.

8. Waiver/Modification.

- a. The Board, in its sole discretion and to the fullest extent permitted by law, may waive or modify any of the requirements of this Resolution by majority vote of the Board at a regular or special meeting.

9. Severability

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

10. No Cause of Action

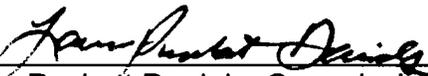
- a. Nothing in this Resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 19<sup>th</sup> day of March, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By   
Jonathan Houck, Chairperson

By   
Elizabeth Smith, Vice Chairperson

By   
Laura Puckett Daniels, Commissioner

ATTEST:

  
Deputy County Clerk



Gunnison County, CO  
3/21/2024 8:28:02 AM  
447

695674  
Page 5 of 5  
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**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Stop Loss Insurance Application; HHC Life Insuranc

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**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:** 01/01/2026

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Board is asked to approve the County's stop-loss insurance application with HCC Life Insurance Company, which provides financial protection for the self-funded health plan by limiting exposure to high-cost medical claims.

**Fiscal Impact:**

**Submitted by:** Lauren Trautz

**Submitter's Email Address:** ltrautz@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 1/27/2026

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/27/26

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/27/2026

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026

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STOP LOSS INSURANCE  
**HCC LIFE INSURANCE COMPANY**  
 Three Town Park Commons, 225 TownPark Drive, Suite 350  
 Kennesaw, Georgia 30144 (800-447-0460)

**APPLICATION**

<b>1. Full Legal Name of Applicant and Address:</b> Gunnison County 200 East Virginia Ave. Gunnison, CO 81230 Telephone No.: (970)641-7962	<b>2. Applicant is a/an</b> (check one): <input checked="" type="checkbox"/> Single Employer Plan <input type="checkbox"/> Student Plan <input type="checkbox"/> Union or Taft Hartley Plan <input type="checkbox"/> Association Plan or MEWA <input type="checkbox"/> Other:
<b>3. Policy Period:</b> Effective Date: 01/01/2026      Expiration Date: 12/31/2026	
<b>4. Full Legal Name of Affiliates, Subsidiaries and other major locations to be included in coverage:</b>  Address of Affiliates or Subsidiaries: <input checked="" type="checkbox"/> None <input type="checkbox"/> See attached listing	
<b>5. Nature of Business of the Applicant to be Insured:</b> General Government, NEC	<b>6. Contact Person at Applicant:</b>
<b>7. Enter full name of the Medical Benefit Plan(s):</b> Gunnison County Benefit Plan A signed copy of such Medical Benefit Plan(s) will form part of this contract.	
<b>8. Name and Address of Claims Administrator:</b> Imagine 360 Administrators, LLC 1550 Liberty Ridge Drive Suite 330 Wayne, PA 19087	
<b>9. Agent of Record:</b> Strategic Healthplan Consulting, LLC	
<b>10. Estimated Initial Enrollment:</b> Single: 104    Employee + Spouse: 28    Employee + Child(ren): 11    Family: 24 Total Covered Units: 167	
<b>11. Retirees Covered:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>12. The Utilization Review vendor will be:</b> HealthWatch - UR	
<b>13. Deposit Premium</b> (Minimum of first month's estimated premium): \$ 47,403.06 Please review the deposit premium on the Monthly Premium Accounting Worksheet.	
<b>14. SPECIFIC STOP LOSS INSURANCE:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No A. Covered Expenses Paid under the Medical Benefit Plan for the following Plan Benefits are covered for Specific Stop Loss Insurance (not included unless checked): <input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> Prescription Drug Card <input type="checkbox"/> Prescription Drugs Under Medical <input type="checkbox"/> Other:  B. Specific Deductible in each Policy Period per Covered Person: \$70,000  C. Contract Basis: 24/12 Covered Expenses Incurred from 01/01/2025 through 12/31/2026, and Paid from 01/01/2026 through 12/31/2026.  <p style="text-align: center;"><b>If a claim is eligible under two different Contract Bases, it may only be filed for reimbursement in the earliest Contract Basis under which it is eligible.</b></p> D. Specific Policy Period Reimbursement Maximum per Covered Person: Unlimited  E. Monthly Specific Premium Rates: Single: \$183.03    Employee + Spouse: \$364.58    Employee + Child(ren): \$322.67    Family: \$547.60  F. Specific Percentage Reimbursable: 100%  G. Specific Terminal Liability Option: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specific Terminal Liability Option premium per Covered Person per month:	

**15. AGGREGATE STOP LOSS INSURANCE:**  Yes  No

A. Covered Expenses Paid under the Medical Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):

- Medical  Dental  Weekly Income  Vision  Prescription Drug Card  
 Prescription Drugs Under Medical  Other:

B. Minimum Annual Aggregate Deductible: \$2,597,676.60  
(Subject to the Definition of Minimum Annual Aggregate Deductible in the Policy)

C. Contract Basis: 24/12  
Covered Expenses Incurred from 01/01/2025 through 12/31/2026, and Paid from 01/01/2026 through 12/31/2026.

**If a claim is eligible under two different Contract Bases, it may only be filed for reimbursement in the earliest Contract Basis under which it is eligible.**

D. Aggregate Policy Period Reimbursement Maximum: \$1,000,000

E. Monthly Aggregate Factors:

Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs
Single	\$862.52					
Employee + Spouse	\$1,718.15					
Employee + Child(ren)	\$1,520.63					
Family	\$2,580.66					

F. Aggregate Percentage Reimbursable: 100%

G. Loss Limit: \$70,000  
For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.

H. Monthly Deductible Advance Reimbursement Option:  Yes  No

I. Aggregate Terminal Liability Option:  Yes  No

J. Aggregate Premium:

- Annual Premium payable in advance for Policy Period:
- Monthly Premium rate per Covered Unit: Composite: \$8.79
- Monthly Deductible Advance Reimbursement premium per Covered Unit per month:
- Aggregate Terminal Liability Option premium per Covered Unit per month:

**SPECIAL LIMITATIONS:**

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It is understood and agreed by the Applicant that:

1. The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
2. The Claims Administrator retained by the Applicant will be considered the Applicant's agent, and not the Company's agent, and
3. All documentation requested by the Company must be received within 90 days of the Policy effective date, is subject to review by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
4. The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
5. Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
6. This Application will be attached to and made a part of the Policy issued by the Company, and
7. The Medical Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Medical Benefit Plan(s) conforms with all applicable State and Federal statutes, and
8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Medical Benefit Plan(s) attached hereto, and
9. After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

**FRAUD STATEMENT:**

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Full Legal Name of Applicant: Gunnison County

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Officer / Partner Signature (print name)

\_\_\_\_\_  
Licensed Agent Signature (print name)

**For HCC Life Insurance Company Use Only: ACCEPTANCE**

Accepted on behalf of the Company, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Policy No.: \_\_\_\_\_

**HCC LIFE INSURANCE COMPANY**  
**STOP LOSS POLICY**  
**SPLIT FUNDED ENDORSEMENT**

Policy Number: HCL42247

Endorsement Number: 1

Policyholder: Gunnison County

Effective Date of Endorsement: 01/01/2026

SPLIT FUNDED ENDORSEMENT

Notwithstanding any other provisions of the Policy, the provisions of this Endorsement shall be used to determine the amount of Specific Stop Loss Insurance benefits payable by Us.

You and We agree that the above Policy is amended as follows:

1. You shall pay for all Covered Expenses:
  - A. Which are used to satisfy the Specific Deductible shown on Your Application for each Covered Person, and
  - B. Which exceed the Specific Deductible up to an amount (hereinafter called Split Funded Liability) as set forth in this Endorsement.
2. Your Split Funded Liability, for the purposes of this Endorsement, is \$40,000.00.
3. We will not be responsible for paying any Specific Stop Loss Insurance Benefits under the Policy until You have paid the Split Funded Liability as set forth in this Endorsement.
4. If the Specific Stop Loss Insurance is terminated before the end of the Policy Period, the added Split Funded Liability will not be eliminated or reduced in any way. Such terminations will take effect pursuant to Article VII of the Policy.
5. To the extent that there is any conflict between the terms of this Endorsement and the Policy, the terms of this Endorsement will control.
6. This Endorsement will terminate on the first to occur of:
  - A. The end of the Policy Period, or
  - B. Your failure to comply with any provision of this Endorsement, or
  - C. Termination of the Policy pursuant to Article VII of the Policy.

You understand that it is Your responsibility to pay the Split Funded Liability amount of \$40,000.00 over and above the amounts used to satisfy the Specific Deductible shown on Your Application. Our responsibility for reimbursement begins with those Covered Expenses that are in excess of the Specific Deductible plus the Split Funded Liability.

**HCC LIFE INSURANCE COMPANY**  
**STOP LOSS POLICY**  
**SPLIT FUNDED ENDORSEMENT**

**THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.**

Gunnison County

Full Legal Name of Applicant/Policyholder

\_\_\_\_\_  
Signed At / Date Signed

\_\_\_\_\_  
Officer/Partner Signature

(print name)

\_\_\_\_\_  
Witnessed (Licensed Agent) Signature

**FOR HCC LIFE INSURANCE COMPANY USE ONLY:**

**ACCEPTANCE**

Accepted on behalf of the Company, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

# HCC LIFE INSURANCE COMPANY

Policyholder **Gunnison County**

Policy No. **HCL42247**

Effective Date **01/01/2026**

Administrator **Imagine 360 Administrators, LLC**

Report Period **01/01/2026** to **01/31/2026**

Coverage	Current Units	Prior* Units	Total Units		Rates	Gross Premium
<b>Specific</b>						
Employee	104	_____	104	X	<b>183.03</b>	_____
Employee plus Spouse	28	_____	28	X	<b>364.58</b>	_____
Employee plus Child	11	_____	11	X	<b>322.67</b>	_____
Family	24	_____	24	X	<b>547.60</b>	_____
						_____
					Gross Premium	_____
<b>Aggregate</b>						
Composite	167	_____	167	X	<b>8.79</b>	_____
				X		_____
				X		_____
				X		_____
					Gross Premium	_____
<b>MDAR</b>						
				X		_____
<b>TLO</b>						
				X		_____
<b>Total Gross Premium</b>						<u>\$ 47,403.06</u>

\*Prior month adjustments are limited to the preceding 3 months. You must attach documentation to receive consideration for any other months.

Please make checks payable to **HCC LIFE INSURANCE COMPANY**. Send checks to: HCC Life Insurance Company, P.O. Box 402032, Atlanta, GA 30384-2032.

**STOP LOSS INSURANCE**  
**HCC LIFE INSURANCE COMPANY**  
 Three Town Park Commons, 225 TownPark Drive, Suite 350  
 Kennesaw, Georgia 30144 (800-447-0460)

**APPLICATION**

<b>1. Full Legal Name of Applicant and Address:</b> Gunnison County 200 East Virginia Ave. Gunnison, CO 81230 Telephone No.: (970)641-7962	<b>2. Applicant is a/an (check one):</b> <input checked="" type="checkbox"/> Single Employer Plan <input type="checkbox"/> Student Plan <input type="checkbox"/> Union or Taft Hartley Plan <input type="checkbox"/> Association Plan or MEWA <input type="checkbox"/> Other:										
<b>3. Policy Period:</b> Effective Date: 01/01/2025      Expiration Date: 12/31/2025											
<b>4. Full Legal Name of Affiliates, Subsidiaries and other major locations to be included in coverage:</b>  Address of Affiliates or Subsidiaries: <input checked="" type="checkbox"/> None <input type="checkbox"/> See attached listing											
<b>5. Nature of Business of the Applicant to be Insured:</b> General Government, NEC	<b>6. Contact Person at Applicant:</b>										
<b>7. Enter full name of the Medical Benefit Plan(s):</b> Gunnison County Benefit Plan A signed copy of such Medical Benefit Plan(s) will form part of this contract.											
<b>8. Name and Address of Claims Administrator:</b> Imagine 360 Administrators, LLC 12770 Merit Drive, Suite 200 Park Central 8 Dallas, TX 75251											
<b>9. Agent of Record:</b> Strategic Healthplan Consulting, LLC											
<b>10. Estimated Initial Enrollment:</b> Single: 113    Employee + Spouse: 31    Employee + Child(ren): 5    Family: 23 Total Covered Units: 172											
<b>11. Retirees Covered:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
<b>12. The Utilization Review vendor will be:</b> HealthWatch - UR											
<b>13. Deposit Premium (Minimum of first month's estimated premium):</b> \$ 42,458.04 Please review the deposit premium on the Monthly Premium Accounting Worksheet.											
<b>14. SPECIFIC STOP LOSS INSURANCE:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No A. Covered Expenses Paid under the Medical Benefit Plan for the following Plan Benefits are covered for Specific Stop Loss Insurance (not included unless checked): <input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> Prescription Drug Card <input type="checkbox"/> Prescription Drugs Under Medical <input type="checkbox"/> Other:											
B. Specific Deductible in each Policy Period per Covered Person: \$60,000 Separate Individual Specific Deductible:											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Name</th> <th style="width: 50%;">Amount per Policy Period</th> </tr> </thead> <tbody> <tr> <td>Emily Mirza</td> <td>\$125,000</td> </tr> <tr> <td>Jennifer Chavez</td> <td>\$100,000</td> </tr> <tr> <td>Vicki Hildreth</td> <td>\$100,000</td> </tr> <tr> <td>Kathryn Simillion</td> <td>\$205,000</td> </tr> </tbody> </table>		Name	Amount per Policy Period	Emily Mirza	\$125,000	Jennifer Chavez	\$100,000	Vicki Hildreth	\$100,000	Kathryn Simillion	\$205,000
Name	Amount per Policy Period										
Emily Mirza	\$125,000										
Jennifer Chavez	\$100,000										
Vicki Hildreth	\$100,000										
Kathryn Simillion	\$205,000										
C. Contract Basis: 24/12 Covered Expenses Incurred from 01/01/2024 through 12/31/2025, and Paid from 01/01/2025 through 12/31/2025.											
<p style="text-align: center;"><b>If a claim is eligible under two different Contract Bases, it may only be filed for reimbursement in the earliest Contract Basis under which it is eligible.</b></p>											
D. Specific Policy Period Reimbursement Maximum per Covered Person: Unlimited											
E. Monthly Specific Premium Rates:											

Single: \$163.03 Employee + Spouse: \$324.75 Employee + Child(ren): \$287.42 Family: \$487.78

F. Specific Percentage Reimbursable: 100%

G. Specific Terminal Liability Option:  Yes  No

Specific Terminal Liability Option premium per Covered Person per month:

**15. AGGREGATE STOP LOSS INSURANCE:**  Yes  No

A. Covered Expenses Paid under the Medical Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):

Medical  Dental  Weekly Income  Vision  Prescription Drug Card  
 Prescription Drugs Under Medical  Other:

B. Minimum Annual Aggregate Deductible: \$2,015,166.72  
(Subject to the Definition of Minimum Annual Aggregate Deductible in the Policy)

C. Contract Basis: 24/12  
Covered Expenses Incurred from 01/01/2024 through 12/31/2025, and Paid from 01/01/2025 through 12/31/2025. However, Eligible Expenses Incurred from 01/01/2024 through 12/31/2024 will be limited to \$302,275.

**If a claim is eligible under two different Contract Bases, it may only be filed for reimbursement in the earliest Contract Basis under which it is eligible.**

D. Aggregate Policy Period Reimbursement Maximum: \$1,000,000

E. Monthly Aggregate Factors:

Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs
Single	\$665.38					
Employee + Spouse	\$1,325.44					
Employee + Child(ren)	\$1,173.07					
Family	\$1,990.81					



F. Aggregate Percentage Reimbursable: 100%

G. Loss Limit: \$60,000

For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.

H. Monthly Deductible Advance Reimbursement Option:  Yes  No

I. Aggregate Terminal Liability Option:  Yes  No

J. Aggregate Premium:

1.  Annual Premium payable in advance for Policy Period:
2.  Monthly Premium rate per Covered Unit: Composite: \$7.63
3.  Monthly Deductible Advance Reimbursement premium per Covered Unit per month:
4.  Aggregate Terminal Liability Option premium per Covered Unit per month:

**SPECIAL LIMITATIONS:**

It is understood and agreed by the Applicant that:

1. The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
2. The Claims Administrator retained by the Applicant will be considered the Applicant's agent, and not the Company's agent, and
3. All documentation requested by the Company must be received within 90 days of the Policy effective date, is subject to review by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
4. The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
5. Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
6. This Application will be attached to and made a part of the Policy issued by the Company, and
7. The Medical Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Medical Benefit Plan(s) conforms with all applicable State and Federal statutes, and
8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Medical Benefit Plan(s) attached hereto, and
9. After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

**FRAUD STATEMENT:**

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Full Legal Name of Applicant: Gunnison County

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



Officer / Partner Signature (print name)

Licensed Agent Signature (print name)

**For HCC Life Insurance Company Use Only: ACCEPTANCE**

Accepted on behalf of the Company, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Policy No.: \_\_\_\_\_

**HCC LIFE INSURANCE COMPANY**  
**STOP LOSS POLICY**  
**SPLIT FUNDED ENDORSEMENT**

Policy Number: HCL42247

Endorsement Number: 1

Policyholder: Gunnison County

Effective Date of Endorsement: 01/01/2025

SPLIT FUNDED ENDORSEMENT

Notwithstanding any other provisions of the Policy, the provisions of this Endorsement shall be used to determine the amount of Specific Stop Loss Insurance benefits payable by Us.

You and We agree that the above Policy is amended as follows:

1. You shall pay for all Covered Expenses:
  - A. Which are used to satisfy the Specific Deductible shown on Your Application for each Covered Person, and
  - B. Which exceed the Specific Deductible up to an amount (hereinafter called Split Funded Liability) as set forth in this Endorsement.
2. Your Split Funded Liability, for the purposes of this Endorsement, is \$40,000.00.
3. We will not be responsible for paying any Specific Stop Loss Insurance Benefits under the Policy until You have paid the Split Funded Liability as set forth in this Endorsement.
4. If the Specific Stop Loss Insurance is terminated before the end of the Policy Period, the added Split Funded Liability will not be eliminated or reduced in any way. Such terminations will take effect pursuant to Article VII of the Policy.
5. To the extent that there is any conflict between the terms of this Endorsement and the Policy, the terms of this Endorsement will control.
6. This Endorsement will terminate on the first to occur of:
  - A. The end of the Policy Period, or
  - B. Your failure to comply with any provision of this Endorsement, or
  - C. Termination of the Policy pursuant to Article VII of the Policy.

You understand that it is Your responsibility to pay the Split Funded Liability amount of \$40,000.00 over and above the amounts used to satisfy the Specific Deductible shown on Your Application. Our responsibility for reimbursement begins with those Covered Expenses that are in excess of the Specific Deductible plus the Split Funded Liability.

**HCC LIFE INSURANCE COMPANY**  
**STOP LOSS POLICY**  
**SPLIT FUNDED ENDORSEMENT**

**THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.**

Gunnison County

Full Legal Name of Applicant/Policyholder

Signed At / Date Signed



Officer/Partner Signature

(print name)

Witnessed (Licensed Agent) Signature

**FOR HCC LIFE INSURANCE COMPANY USE ONLY:**

ACCEPTANCE

Accepted on behalf of the Company, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## BUSINESS ASSOCIATE AGREEMENT FORM

### Part I - Preamble

- A. **Effective Date:** The effective date of this Business Associate Agreement (“Agreement”) is 01/01/2025.
- B. **Parties:** The parties to this Agreement, **Gunnison County Benefit Plan** (“Covered Entity”), and HCC Life Insurance Company (“HCC Life” and “Business Associate”), an Indiana corporation. HCC Life is a stop loss insurance carrier and all references in this agreement to “stop loss insurance carrier” refer to HCC Life. For purposes of this Agreement, HCC Life is a business associate (as defined in the HIPAA Rules as defined below) of Covered Entity. Covered Entity and Business Associate agree that there shall be no third party beneficiaries to this Agreement, including but not limited to individuals whose Protected Health Information (defined below) is created, received, used, and/or disclosed by Business Associate in its role as business associate.
- C. **Purpose:** The parties intend that this Agreement comply with the business associate agreement requirements set forth in HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, Subparts A and E, (“Privacy Standards”), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and C (“Security Standards”), and the HIPAA Breach Notification Rule 3, 45 C.F.R. Part 160 and Part 164, Subparts A and D (“Breach Notification Rule”), as amended from time to time (collectively, the “HIPAA Rules”).
- D. In connection with the Business Associate’s creation, receipt, use, and/or disclosure of Protected Health Information, the parties agree as follows.

### Part II - General Terminology

- A. The following terms shall have the same meaning in this Agreement as is set forth in the HIPAA Rules: breach, data aggregation, designated record set, individual, required by law, Secretary, security incident and unsecured protected health information. Protected Health Information (“PHI”) shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, but limited to the information created or received by Business Associate from, or on behalf of, Covered Entity.
- B. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Rules, as may be expressly amended from time to time by the U.S. Department of Health and Human Services (“HHS”) or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties, the interpretation of HHS, such court, or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.
- C. Where there are provisions in this Agreement additional to those mandated by the HIPAA Rules, but which are not prohibited by the HIPAA Rules, the provisions of this Agreement will apply.

### Part III – Permitted Uses and Disclosures by Business Associate

- A. Except as otherwise provided in this Agreement, Business Associate may receive, use, disclose or maintain PHI on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of PHI would not violate the HIPAA Rules if done by Covered Entity: (1) those functions, activities, and/or services as are identified in the Stop Loss Policy between the Covered Entity and the Business Associate and/or (2) those functions, activities, and/or services provided by Business Associate in connection with application and underwriting processes.

- B. As part of its providing functions, activities, and/or services to Covered Entity as identified in Part III.A., Business Associate may disclose information, including PHI, to other business associates of Covered Entity and may use and disclose information, including PHI, received from other business associates of Covered Entity as if this information was received from, or originated with, Covered Entity.
- C. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
- D. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- E. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- F. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- G. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by the HIPAA Rules.
- H. Business Associate agrees that it will enter into a written agreement with all subcontractors of Business Associate that: (i) applies the same restrictions and conditions of this Agreement to the subcontractor's disclosure, receipt, maintenance, transmission or use of PHI; (ii) complies with the terms of the HIPAA Rules; (iii) requires the subcontractor to notify Business Associate, who shall in turn promptly notify Covered Entity, of any security incident, breach or other impermissible use or disclosure of PHI that the subcontractor becomes aware of; and (iv) notifies such subcontractors that they will incur liability under the HIPAA Rules for non-compliance with such provisions.
- I. If Business Associate becomes aware of any use or disclosure of PHI that is not provided for in this Agreement, Business Associate will report that use or disclosure to Covered Entity as soon as reasonably possible. If Business Associate becomes aware of any security incident concerning electronic PHI, Business Associate will report that incident to Covered Entity as soon as reasonably possible.
- J. Business Associate agrees, at the written request of Covered Entity, to provide access to PHI in accordance with 45 C.F.R. § 164.524. Business Associate may require Covered Entity to pay certain fees, as delineated in 45 C.F.R. § 164.524(c)(4), for it to provide copies or summaries of PHI.
- K. Upon receiving written notification from Covered Entity that it has directed or agreed, pursuant to 45 C.F.R. § 164.526, to amend PHI, Business Associate agrees to make PHI available for amendment and incorporate any such amendments to PHI as directed by Covered Entity.
- L. In accordance with 45 C.F.R. § 164.528, Business Associate will retain and make available to Covered Entity, upon written request, the information required by Covered Entity to provide an accounting of disclosures, if so requested by an individual.

- M. For the purpose of the Secretary determining Covered Entity's compliance with the HIPAA Rules, Business Associate shall make available to the Secretary the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Business Associate by virtue of this provision of the Agreement.
- N. Business Associate agrees to, as soon as practicable, but in no case later than 30 calendar days after the discovery of a breach of unsecured protected health information, notify Covered Entity of such breach. A breach shall be treated as discovered as of the first day on which such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or agent of Business Associate. The notification shall include, to the extent possible, the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the breach. In addition, Business Associate shall provide Covered Entity with any other available information that Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404(c) of the HIPAA Rules.
- O. Business Associate agrees to take commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate resulting from any unauthorized access, use, disclosure, modification or destruction of PHI.
- P. Except as provided for by the stop loss policy, Business Associate will not directly or indirectly receive remuneration in exchange for any PHI of an individual.

#### **Part IV - Obligations of Covered Entity**

- A. Upon request, Covered Entity shall provide, in a timely manner, Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such Notice.
- B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permissions by the Covered Entity or any individual to use or disclose PHI if such changes, revocations or permissions affect Business Associate's permitted or required uses and disclosures.
- C. Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Except for Business Associate's management and administrative activities and data aggregation, Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

#### **Part V - Termination Provisions**

- A. This Agreement shall continue until it is terminated by any of the parties or if a Stop Loss Policy exists between the Covered Entity and the stop loss insurance carrier, the Stop Loss Policy expires without renewal. Any party to this Agreement may terminate this Agreement without the necessity of showing cause by the delivery of a written notice from the terminating party to the other parties. However, if a Stop Loss Policy exists between the Covered Entity and the stop loss insurance carrier, then the termination of this Agreement shall not be effective until either (1) all claims under the Stop Loss Policy are received and processed by Business Associate or (2) the time period delineated in the Stop Loss Policy for claims to be submitted to Business Associate and processed by Business Associate upon the Policy's termination, has expired, whichever event occurs first. If no Stop Loss Policy exists between

Covered Entity and the stop loss insurance carrier then the termination is effective ten (10) business days from the date that the party receives such notice. Notwithstanding any other provision of this Agreement, Covered Entity will not withhold PHI from Business Associate so as to prevent Business Associate from using its usual and routine claims processing procedures to process claims under this section.

- B. If Covered Entity determines that Business Associate has violated a material term of this Agreement then Covered Entity shall inform Business Associate in writing of the violation and Business Associate shall either terminate this Agreement under paragraph Part V.A. or endeavor to cure such violation. If Business Associate endeavors to cure the violation but fails to do so in a reasonable period of time, Covered Entity may terminate this Agreement upon written notice. Such termination shall be effective on the date that Business Associate receives the termination notice from Covered Entity which states that Covered Entity wishes to terminate this Agreement under this provision and states the material term of this Agreement that Covered Entity believes has been violated by Business Associate; however, any amounts due from Covered Entity to Business Associate as of the effective date of the termination continue to be so due.
- C. Subject to the Part V.A. above, if a Stop Loss Policy exists between Covered Entity and the stop loss insurance carrier and such Stop Loss Policy is terminated or expires, this Agreement shall be deemed to have terminated at the same moment the Stop Loss Policy's termination or expiration became effective. Similarly, and subject to Part.V.A. above, if this Agreement is terminated by any party, all other agreements then existing between Business Associate and Covered Entity, unless otherwise agreed to in writing by Business Associate and Covered Entity, are also deemed to have been terminated at the same moment this Agreement's termination became effective. However, in either case, any amounts due from Covered Entity to Business Associate under any such agreements as of the effective date of termination continue to be due.
- D. Upon the termination of this Agreement, Business Associate will, if feasible, return to Covered Entity all PHI or, at its discretion, in the alternative, Business Associate will destroy all PHI. If such return or destruction is not feasible, Business Associate will continue to extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

**HCC Life Insurance Company**

Gunnison County Benefit Plan

By: \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Sustainable Tourism and Outdoor Recreation Committ

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Amendment to STOR Charter for BOCC review

**Fiscal Impact:**

**Submitted by:** Cathie Pagano

**Submitter's Email Address:** cpagano@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/27/26

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/27/2026

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026

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## Sustainable Tourism and Outdoor Recreation Committee

# Committee Charter

### Purpose

The Gunnison Valley contains stunning vistas, varied recreational opportunities. These landscapes and recreation amenities contribute significantly to the Valley's tourism economy and high quality of life. Public lands provide the backbone of our tourism industry and residents highly value their access to public lands which is why many of our residents call Gunnison County home.

When real or perceived threats to the quality of the experience on public lands occur, a conflict may arise causing us to question the value of our tourism economy. As the popularity of our community increases, we need to accommodate and sustainably manage both residents and visitors for the long term. The sustainable use of natural resources, including landscapes, forests, vegetation and wildlife, is a critical tool for conservation when addressing the increasing pressures on the natural environment by people.

Residents noted the vast numbers of people camping in the upper Valley that were not in formal campgrounds—trash, human waste and other signs of heavy use were found. Trailheads and parking areas were overcrowded. These negative impacts are exacerbated by the housing crisis with public lands becoming de-facto affordable housing to some. Local frustration with tourism included crowding on trails and in towns, disrespectful behaviors, and a culture clash with our value of being slow-paced, small towns.

Our share of winter tourism, largely driven by alpine skiing, is waning, primarily due to the competitive nature of the industry and the significant investment in new ski terrain and guest amenities occurring with other ski resorts around the West. We have one of the lowest winter occupancy and average daily rates among the 18 competitors. It is CBMR's goal to reach 500,000 skier visits by the 2021-2022 winter season which aligns with air service growth goals. At the level of 500,000 skier days, CBMR would have a sustainable financial position allowing for larger capital improvements while also providing stability for the inevitable low snow years. CBMR continues to gain momentum in increasing winter and summer visits but will need community support for initiatives like the One Valley Prosperity Strategy to help maintain this momentum over time.

While we want to mitigate and better manage summer tourism, we do have the capacity to grow and improve tourism in the winter. If we do not change our approach related to tourism and recreation—if we maintain the status quo—the challenges associated with carrying capacity will continue to increase.

A collaborative and action-oriented approach is required to manage tourism and outdoor recreation. The Sustainable Tourism and Outdoor Recreation (STOR) Committee is intended and structured to be a wide-ranging group that acts thoughtfully, efficiently and proactively to address negative impacts and develops unique approaches to create a sustainable tourism economy and outdoor recreation experience while preserving the natural resources of our County. It will be important for each and every Committee member to come to the table with open minds, keeping in mind the greater good and a

supportive, collaborative approach. It will take all members to address the complex challenges that we face.

The purpose of the STOR Committee is to work collaboratively to implement the following action steps:

1. To complete projects, and implement programs and strategies which will result in a sustainable tourism and outdoor recreation economy that also sustains the natural resources and aligns with the community's values.
2. To utilize renewable natural resources sustainably. To not threaten a species or landscape by over-use, and optimize benefits to both the environment and human needs.
3. To develop a strategic plan to collaboratively set priorities, plan, and implement improvements in outdoor recreational assets.
4. To prioritize areas and/or projects for collaborative effort and action, including, but not limited to:
  - o Trail development and maintenance
  - o Sanitary facilities
  - o Camping management/improvements
  - o Trailhead improvements o Parking o Signage o River access o Lake amenities o Wildlife resources
5. To develop and/or maintain recreation infrastructure in Gunnison County to reduce and mitigate the impacts of recreation.
6. To plan, implement and finance proposed improvements/projects through shared resources, identification and development of new funding sources and collaborative grant applications.
7. To submit unified comments on recreation projects and/or related federal planning processes.
8. To develop recreation infrastructure assessment.
9. To oversee implementation of OVPP Strategy related to Sustainable Tourism and Outdoor Recreation.

## Organization

The Sustainable Tourism and Outdoor Recreation Committee (STOR Committee) is a community coalition, created by the Gunnison County Board of Commissioners to improve and maintain tourism and outdoor recreation in a manner that is sustainable (environmentally, socially and financially) and aligns with our community values.

The negative impacts of tourism and outdoor recreation to our natural resources and our community values (e.g. outdoor recreation experience and our connection with nature) jeopardize the sustainability of the natural resource. In order to protect natural resources and reap the benefits of tourism and recreation as an economic sector they must be managed in a way that does not conflict with our quality of life and instead complements our community values.

This committee is being referred to herein as "the Sustainable Tourism and Outdoor Recreation Committee." The Gunnison Board of County Commissioners is referred to herein as "the Board." Actions of the Sustainable Tourism and Outdoor Recreation Committee shall be governed by the Action

Plan and Goals identified in the One Valley Prosperity Strategy and those adopted by the Board of County Commissioners and attached to this Charter as Exhibit A which may be amended from time to time.

## Duration

The creation of the Sustainable Tourism and Outdoor Recreation Committee will be reviewed annually by the Board of Commissioners and Committee members will be reappointed until such time it is determined that the need no longer exists.

## Membership and Responsibilities

1. The Sustainable Tourism and Outdoor Recreation Committee shall be comprised of the following regular members appointed by the Board of County Commissioners. Applicants to the Committee will be one (unless otherwise stated) from the following categories:
  - a. City of Gunnison
  - b. Town of Crested Butte
  - c. Town of Mt. Crested Butte
  - d. Town of Pitkin
  - e. Gunnison County
  - f. Colorado Parks and Wildlife
  - g. U.S. Forest Service
  - h. Bureau of Land Management
  - i. National Park Service
  - j. Gunnison-Crested Butte Tourism Association
  - k. Gunnison County Stockgrowers' Association
  - l. Crested Butte Mountain Resort
  - m. Western State Colorado University
  - n. Upper Gunnison River Water Conservancy District
  - o. Gunnison County Metropolitan Recreation District
  - p. At-large public (8)

Each nominating entity (a.-k.o.) shall recommend one member for a three-year term; the BOCC shall have the opportunity to interview and affirm the nominated representative to the STOR Committee. At-large committee members shall be appointed for a two-year term by the Board. Members may continue to serve outside of their expired term if the Board of County Commissioners has not yet made new appointments for the term.

2. Each nominating entity shall empower their nominee to represent the entity and to make decisions and recommendations on behalf of their entity.
3. Appointed members must have the authority, to the maximum extent feasible, to vote on issues before the Committee without having to seek counsel from their nominating entity.

4. Public at-large Committee members shall represent stakeholder groups that have active interests in sustainable tourism and outdoor recreation and the capacity (resources, staffing, etc.) to support action and implementation of the STOR Committee.
5. At the discretion of the Board of County Commissioners, fewer than eight at-large seats may be filled if the Board determines that there are not a sufficient number of qualified applicants.
- ~~5-6.~~ A vacancy created by the resignation or termination of a member's term is filled by appointment by the Board of County Commissioners for the length of time remaining in the vacated term. If a vacancy is created by an agency (municipal, state, federal, etc.) rather than an at-large seat, the agency shall nominate a new representative to the STOR Committee.
- ~~6-7.~~ A Committee member can be removed by the appropriate entity and/or the Board, no sooner than ten (10) days after written notice is provided to such member by that nominating entity.
- ~~7-8.~~ Any member may resign from the Committee by giving written notice to the appropriate nominating or appointing entity.
- ~~8-9.~~ A Committee member is responsible for the following:
  - a. Reviewing all material received prior to meetings.
  - b. Attending all meetings, insofar as possible, and notifying the Chairperson of absences at least five days in advance of the meeting(s) to be missed.
  - c. Making every effort to raise questions and concerns about a proposal as soon as they are apparent.
  - d. Review recommendations and makes decisions before the Committee.
  - e. Assist new members of the Committee as needed.
  - f. The Committee will meet with and make at least quarterly reports to the Board.
  - g. The Committee will utilize the goals, objectives and strategies in the One Valley Prosperity Strategy to assure the success of the projects and coordination efforts with various agencies.
  - h. The Community Development Department will send minutes of all meetings of the Committee to each member.

**Commented [CP1]:** BOCC, please note this has been in the charter since its inception.

## Officers and Duties

1. Officers of the Committee are a Chairperson and Vice-Chairperson who are members, and any other officers, as the Committee deems necessary.
2. Officers are elected annually by members at the Committee's first meeting of the calendar year, following the BOCC appointment of members, and shall be elected by a majority vote.
3. Each officer holds office for one calendar year after her/his election and may succeed herself/himself.
4. The Chairperson presides at all meetings of the Committee. The Vice-Chairperson serves in the absence or incapacity of the Chairperson, including in any event in which a conflict of interest prevents participating and vote by the Chairperson; and completes all such duties as are defined herein which are normally performed by the Chairperson.
5. All officers are voting members of the Committee including the Chairperson.
6. All records of the Committee will be maintained by the Community Development Department.

7. When a member resigns or is terminated or term expires they are to turn any records in their possession over to the new member or the Community Development Director within 15 days of their effective termination date.
8. The Community Development Department will provide support services to the Committee.

## Meetings

1. The Committee shall meet monthly or more often, as necessary, to review and act upon matters brought before it.
2. All Committee meetings shall be preceded by at least 24 hours posting and published notice and held regularly and at the noticed times, and are public meetings and open to the public at all times.
3. A quorum of the Committee consists of at least half of the members appointed to the Committee. Action shall be by a majority vote of those members present. The Committee shall strive for consensus on matters. Positions are achieved by a majority vote, any member can request a roll call of the vote to be recorded in the minutes.
4. The Committee shall keep a permanent, public record of all proceedings as recorded in the form of minutes. Minutes shall not be construed as a transcript of a meeting. All meetings involving financial decisions shall be recorded, except for executive sessions.
5. At least five business days prior to a meeting, the Community Development Director shall transmit to each committee member applicable materials for each item on the agenda for that meeting.

## Conflicts of Interest

1. In addition to the provisions of C.R.S. 24-18-101 et seq. as they may be amended, any member of the Committee is considered in a position of conflict of interest if any of the following situations is evidence relative to a specific matter scheduled for discussion:
  - a. The member will directly and substantially be affected to his/her economic benefit or detriment by the action proposed to be taken on the subject matter; but
  - b. There is no conflict if a member of the Committee is solely a member of a general group, which has an interest in a tourism and/or outdoor recreation issue.
2. Any member who considers him/herself to be in a position of conflict of interest as defined above must declare such conflict as soon as it becomes evident and shall not participate in any discussion or the proposal and shall not vote on the proposal and shall excuse her/himself from the portion of the meeting during which discussions of the subject matter is taking place and leave the meeting room.
3. Questions of conflict of interest which fall outside the above-cited categories shall be referred to the County Attorney for evaluation; no action will be taken on the subject item, and any Committee member whose relationship to the subject or application is in questions, must remove her/himself from any related discussion until a finding from the County Attorney is received by the Chairperson.

## Amendments

This Charter and Procedures may be altered and amended and new ones recommended by a concurring vote of five or more members of the Committee at a regular meeting subsequent to notification of the proposed change. By such vote of the Committee, the amended Charter and Procedures will be submitted to the Board of County Commissioners for consideration and approval.

## Strategies

The STOR Committee will engage in the following strategies with members and partners to achieve its goals:

1. **Be a Model and Leader of Outdoor Stewardship:** Develop recreation and environmental best practices for tourism and outdoor recreation that can be a model for others.
2. **Enhance Strategic Collaboration:** Provide a structure for collaboration that promotes strategic planning, action and implementation.
3. **Be Proactive:** Identify and prioritize areas for maintenance, management, improvements, and/or development.
4. **Educate:** Build and maintain community awareness of issues related to outdoor etiquette, recreational options and value of the resource.
5. **Advocate:** Advocate for needed changes in priorities, goals and resource allocation.
6. **Monitor Progress:** Surveys, impact assessments, trailhead counts, traffic counts, and information about use of facilities (campgrounds, trails, parking areas) shall be monitored to evaluate progress.

## Committee Structure

### Community Builders Task Force Liaison

~~The Community Builders Task Force (CBTF) is a coalition of community leaders and elected officials focused on regional cooperation and coordination. The CBTF is the oversight committee of the OVPP. A liaison is appointed to attend CBTF meetings with the aim of keeping a focus on the community value of quality of life, active lifestyles and the connection to the outdoors. A liaison from the STOR Committee will serve a one year term.~~

**Commented [CP2]:** Because the CBTF (aka OVLC) is no longer active this section has been deleted.

### Sub-Committees

Sub-Committees will be formed on an as needed basis and may include members that are not part of the STOR Committee; however any Sub-Committee shall be chaired by a STOR Committee member.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Correspondence; Letter to Governor Polis, Senate P

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Letter to Governor Polis, President Coleman and Speaker McCluskie regarding unfunded mandates

**Fiscal Impact:**

**Submitted by:** Holly Perry for Laura Puckett Daniels

**Submitter's Email Address:** hperry@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/30/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026

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**Gunnison County Board of County Commissioners**

Phone: (970) 641-0248

Email: [bocc@gunnisoncounty.org](mailto:bocc@gunnisoncounty.org)

Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

February 3, 2026

The Honorable Jared Polis  
Governor of Colorado  
136 State Capitol  
Denver, CO 80203

The Honorable James Coleman  
President, Colorado Senate  
200 E. Colfax Ave.  
Denver, CO 80203

The Honorable Julie McCluskie  
Speaker, Colorado House of Representatives  
200 E. Colfax Ave.  
Denver, CO 80203

Dear Governor Polis, President Coleman, and Speaker McCluskie:

Here in Gunnison County, we are proud to serve communities that embody the very best of Colorado — resilient families, working people who fuel our tourism and outdoor economy, vibrant ranches and agricultural producers, and longtime residents who help sustain the character and culture that make this place a home. Local government is where state policy becomes real in the daily lives of the people we serve. We see ourselves as your partner in achieving positive results for the people of Colorado.

Gunnison County shares the State's commitment to addressing climate change, housing, behavioral health, and rising health care costs. We appreciate the leadership and positive intent behind recent policy advances at the state level. We seek to strengthen our partnership with you in tackling these challenges that burden our shared constituents.

However, counties like ours are increasingly struggling to keep pace with the growing number of unfunded or underfunded mandates from the State. Each new requirement, no matter how well-intentioned, requires staff time, training, technology upgrades, and ongoing compliance work. While we support the priorities and goals in many bills that have been passed by the Colorado General Assembly, they can create significant challenges for counties with smaller budgets, limited staff, and large service areas. In order to absorb the demands of new or expand duties without commensurate funding, we are forced to make trade-offs: deferred capital projects and maintenance, reduced staffing, the elimination of community-serving programs, and more hard choices. While we agree with many of the state's priorities, we simply cannot continue to absorb increased duties without appropriate funding.

We are especially concerned because of the current state budget crisis and federal budget cuts. We recognize that how Colorado administers Medicaid and SNAP must change; we are open

to change and we are participating collaboratively to figure out how to administer these programs more effectively, efficiently, and precisely. In addition, Gunnison County has a county-owned hospital, and we are deeply concerned about Gunnison Valley Health’s ability to stay solvent in the face of reduced provider reimbursement rates and an increase in uninsured patients. As we adapt to these changes in State and Federal policy, additional costs and penalties cannot be passed onto Counties.

Counties differ from cities in that we do not have as many options to raise revenue; we do not have authority to request voter approval of any new tax, unless that authority is conferred to counties by the legislature. Our revenue currently comes from three sources: property taxes, voter-approved sales taxes and mill levies (which are designated for specific purposes), and state and federal transfers. We do not have slack in our system. Gunnison County is already trying to pass a ballot measure to fund \$39 million in deferred road maintenance due to statutory limits on road funding. We simply cannot absorb the costs of a big, new program, like a human services reorganization, nor even smaller additional unfunded state mandates.

As we approach the 2026 legislative session, Gunnison County is eager to continue working with you to ensure that laws are crafted in a way that strengthens communities—without unintentionally placing additional strain on frontline services and local taxpayers. We appreciate our partnership with you and look forward to continued conversations as you draft and review legislation to find the most cost-efficient and effective ways to serve our shared constituents.

As you head into the 2026 legislative session, we urge you to consider these guiding principles for a successful state-local partnership:

- New mandates are matched with sustainable funding
- Fiscal notes reflect real-world costs in mountain and rural communities
- Local governments have a voice in shaping how new programs and policies are implemented

We all want these programs to succeed. The successful implementation of state priorities ultimately hinges on reliable, equitable partnerships and realistic expectations. We simply ask that state policy fully account for the resources required to bring those goals to life across Colorado’s diverse communities.

Thank you for your service to the State of Colorado and for your continued partnership in supporting the health, safety, and well-being of the people of Gunnison County.

With appreciation,  
Gunnison County Board of Commissioners

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Laura Puckett Daniels, Chairperson

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Jonathan Houck, Commissioner

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Liz Smith, Commissioner

cc: Governor Jared Polis (GovernorPolis@state.co.us)  
Speaker Julie McCluskie (Julie.McCluskie.house@coleg.gov)  
Senate President James Coleman (James.Coleman.senate@coleg.gov)

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Colorado Counties Casualty and Property Pool Agree

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** CAPP / County

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

2026 CAPP Agreement - Signature Needed

**Fiscal Impact:** \$688,484

**Submitted by:** Melissa LaMonica

**Submitter's Email Address:** mlamonica@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 1/30/2026

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/30/26

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/30/2026

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/30/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/3/2026



December 3, 2025

**Invoice**  
**2026 CAPP Contribution**

**Gunnison SF County**

*ACH Transfer Instructions Enclosed*

*Do not combine this check with any other payment being sent to CTSI.  
A separate check for the amount due must be made payable to this pool.*

To: Melissa LaMonica, Gunnison SFCounty

From: Rhonda Curran, Manager of Risk Programs

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Direct all inquiries to Rhonda Curran at 303-861-0507.

**Make check payable to: Colorado Counties Casualty and Property Pool**  
**800 Grant St. Suite 400, Denver, CO 80203**

<b>Membership in Colorado Counties Casualty and Property Pool</b> <b>January 1, 2026 through December 31, 2026</b>	
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2026 Contribution:	\$689,006
2026 Discount for CTSI Fees	<u>(\$20,522)</u>
<b>Subtotal</b>	<b>\$668,484</b>
2026 Equity Credit:	<u>\$0</u>
<b>2026 Amount Due</b>	<b>\$668,484</b>
Deposit for claim payments	<u>\$20,000</u>
<b>Due January 1, 2026:</b>	<b>\$688,484</b>

<p>Amount for January 1 through December 31, 2026 is payable January 1, 2026 and becomes <b>delinquent on January 31, 2026</b> at which time interest on the unpaid balance will begin to accrue. <b>Payment plans must be arranged in accordance with CAPP Bylaws, Article 9.A.</b></p>
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## **CAPP Payment Information**

### **Colorado Counties Casualty and Property Pool Contribution Remittance Information**

**Payment for your Colorado Counties Casualty and Property Pool contribution can now be made by ACH transfer to BOK Financial. Only payments to CAPP can be made to this account. You can still pay by check if you prefer.**

#### **ACH Instructions:**



**In the Addenda field please indicate what invoice you are paying**

Also, please know that this does not authorize any ACH debits to our account.

#### **Check Instructions:**

Make check payable to Colorado Counties Casualty and Property Pool

***Do not combine any other payment with the CAPP contribution amount.***

Send your check to:

CAPP

Attn: Juliann Hargrave

800 Grant St. Suite 400

Denver, CO 80203



**CAPP Claim Payment Reimbursement Option 2026**  
(Large Deductible Option)

**County Loss History**

Year	Gunnison	Claim No.	Incurred	Incurred in Pool Layer \$100,000	Contribution Calculation	Gunnison County
2011	60,120				Contribution (Regular Member)	1,514,095
2012	41,539					
2013	6,006	C215GUN002	560,242	460,242	<b>Fixed Costs</b>	
2014	18,289	C215GUN009	331,663	331,663	Brokerage Fees	4,828
2015	902,705	C219GUN006	487,686	367,686	Claims Administration	23,483
2016	46,964	C222GUN002	451,568	351,568	Legal, Audit, Actuarial	1,586
2017	25,648				Taxes, Licenses & Fees	48
2018	65,090				Board and Members' Meetings	599
2019	490,344				Miscellaneous Expense	24
2020	19,673				CTSI Pool Mgmt & LP Service	16,619
2021	75,118				<b>Total Fixed Costs</b>	47,188
2022	639,750					
2023	119,344					
2024	79,568					
2025	11,185					
					<b>Loss Fund Calculation</b>	
					Per Claim Payment Reimbursement Amount	100,000
					Loss Fund Factor	0.18
					Loss Fund Contribution (Regular Member)	1,006,206
					<b>Contribution</b>	
					Loss Fund Contribution	181,117
					Excess Insurance	460,701
					Fixed Costs	47,188
					Contribution	\$689,006
					Discount for CTSI Claims & Admin Fees	(\$20,522)
					Equity Credit	\$0
					<b>Contribution Due</b>	\$668,484
<b>Average</b>	<b>\$2,601,360</b>	<b>Average Under SIR</b>	<b>\$1,811,159</b>	<b>\$1,411,159</b>	<b>Claims Payment Deposit</b>	<b>\$20,000</b>
<b>Average Annual County Losses under Reimbursement Amount</b>						
<b>Total Estimated County Property &amp; Liability Cost (Contribution &amp; Est Loss)</b>				<b>\$79,347</b>		
					<b>Total Due</b>	<b>\$688,484</b>

Colorado Counties Casualty & Property Pool  
December 2, 2025

Est. #	County	Address	City	Zip	Building Name	Building Values
1747	GUNNISON	300 S SPRUCE - 4/H BUILDING	GUNNISON	81230	4-H BUILDING	176,725
1748	GUNNISON	38130 HWY 50 - GARAGE	GUNNISON	81230	GARAGE	39,239
1750	GUNNISON	300 S SPRUCE - OFFICE FAIRGROUNDS	GUNNISON	81230	OFFICE FAIRGROUNDS	38,811
1752	GUNNISON	300 S SPRUCE - JUDGE STAND	GUNNISON	81230	JUDGE STAND	13,737
1753	GUNNISON	300 S SPRUCE - STABLE/FAIRGROUNDS	GUNNISON	81230	STABLE-FAIRGROUND	160,903
1754	GUNNISON	300 S SPRUCE - STABLE	GUNNISON	81230	STABLE	381,110
1755	GUNNISON	300 S SPRUCE - GRANDSTANDS	GUNNISON	81230	GRANDSTANDS	878,624
1756	GUNNISON	300 S SPRUCE - BATHROOM/FAIRGROUNDS	GUNNISON	81230	BATHROOM-FAIRGROUNDS	55,992
1757	GUNNISON	307 N WISONSIN - LIBRARY	GUNNISON	81230	LIBRARY	1,310,260
1758	GUNNISON	275 S SPRUCE - MULTIPURPOSE BUILDING	GUNNISON	81230	MULTI-PURPOSE BUILDING	2,501,376
1759	GUNNISON	711 S RIO GRANDE - AIRPORT TERMINAL	GUNNISON	81230	AIRPORT TERMINAL	22,149,304
1761	GUNNISON	105 WEST MAIN - DV SHOP	MARBLE	81623	DV SHOP	64,567
1762	GUNNISON	45800 US HWY 50 - MAINT GARAGE/LANDFILL	GUNNISON	81230	MAINT GARAGE - LANDFILL	154,750
1764	GUNNISON	HWY 135 - R&B SHOP	CRESTED BUTTE	81224	R & B SHOP	989,754
1767	GUNNISON	CO RD 12, HWY 133 - EQUIP SHOP	SOMERSET	81434	EQUIP SHOP	241,314
1768	GUNNISON	CO RD 12 HWY 133 - OIL HOUSE	SOMERSET	81434	OIL HOUSE	9,753
1772	GUNNISON	CO RD 45-54 DOYLEVILLE - MAINT GARAGE	GUNNISON	81230	MAINT GARAGE	192,753
1773	GUNNISON	CO RD 45-54 DOYLEVILLE - EQUIP STORAGE	GUNNISON	81230	EQUIP STORAGE	55,623
1774	GUNNISON	CO RD 45-54 DOYLEVILLE - SHED	GUNNISON	81230	SHED	13,694
1777	GUNNISON	SOUTH SPRUCE-FAIRGROUNDS - BLDG & GROUNDS OFFICE/	GUNNISON	81230	BLDG & GROUNDS OFFICE & SHOP	280,116
1778	GUNNISON	38130 HWY 50 - WATER TREATMENT PLANT	GUNNISON	81230	WATER TREATMENT PLANT	289,332
1779	GUNNISON	AIRPORT GROUNDS - AIRPORT LIGHTING EQUIP STG	GUNNISON	81230	AIRPORT LIGHTING EQUIP STG	33,389
1781	GUNNISON	300 S. SPRUCE - OPEN AIR PAVILLION	GUNNISON	81230	Open Air Pavillion	305,491
1782	GUNNISON	225 N. PINE - FAMILY SERVICES CENTER	GUNNISON	81230	FAMILY SERVICES CENTER	4,666,381
1783	GUNNISON	212 N. PINE - BLACKSTOCK GOV'T CENTER	GUNNISON	81230	BLACKSTOCK GOV'T CENTER	4,293,457
2138	GUNNISON	105 W. MAIN - MARBLE BANK BLDG	MARBLE	81623	MARBLE BANK BLDG	484,545
2336	GUNNISON	WILSON RANCH COUNTY ROAD 38 - RAYMOND'S SHOP	GUNNISON	81230	RAYMONDS SHOP	103,888
2337	GUNNISON	WILSON RANCH COUNTY ROAD 38 - CARL'S SHOP	GUNNISON	81230	CARL'S SHOP	85,489
2344	GUNNISON	WHITE WTER PARK HWY 50 - WATERPARK RESTROOM	GUNNISON	81230	WATERPARK RESTROOM	31,371
2345	GUNNISON	WHITE WATER PARK HWY 50 - CHANGING ROOMS	GUNNISON	81230	WATERPARK CHANGING ROOMS	35,265
2347	GUNNISON	501 W. RIO GRANDE - YELLOW BUILDING	GUNNISON	81230	YELLOW BUILDING	243,542
2348	GUNNISON	603 W. RIO GRANDE - TREDWAY BLDG	GUNNISON	81230	TREDWAY BUILDING	125,687
2350	GUNNISON	519 W. RIO GRANDE - ARFF BLDG	GUNNISON	81230	GUNNISON-CRESTED BUTTE ARFF BLDG	7,227,019
2376	GUNNISON	519 W. RIO GRANDE- ELECTRICAL VAULT	GUNNISON	81230	AIRPORT ELECTRICAL VAULT	230,230
2435	GUNNISON	202 E GEORGIA AVE - HOUSING OFFICE	GUNNISON	81230	HOUSING OFFICE	715,021
2625	GUNNISON	319 PIKE ST - GAZEBO	SOMERSET	81434	SOMERSET GAZEBO	52,196
2626	GUNNISON	621 CR 42 - LANDFILL GATEHOUSE	GUNNISON	81230	LANDFILL GATEHOUSE	25,266
2627	GUNNISON	ROSE BRIDGE - RADIO SITE	GUNNISON	81230	ROSE BRIDGE RADIO SITE	179,911
2628	GUNNISON	ON TOP OF W MOUNTAIN - RADIO SITE	GUNNISON	81230	W MOUNTAIN RADIO SITE	196,684
2749	GUNNISON	300 S. SPRUCE ST - FACILITIES MINTCC. GARAGE	GUNNISON	81230	FACILITIES MAINTENANCE GARAGE	175,080
2826	GUNNISON	195 BASIN PARK DR - PUBLIC WORKS FACILITY	GUNNISON	81230	GUNNISON COUNTY PUBLIC WORKS FACILITY	10,508,864
2827	GUNNISON	195 BASIN PARK DR - HEATED STORAGE	GUNNISON	81230	HEATED STORAGE	500,468
2839	GUNNISON	510 W. BIDWELL - PUBLIC SAFETY CENTER	GUNNISON	81230	PUBLIC SAFETY CENTER	19,474,770
2868	GUNNISON	38130 HWY 50 - UTILITY STORAGE BLDG	GUNNISON	81230	GUNNISON COUNTY UTILITY STORAGE BLDG	272,091
2954	GUNNISON	8503 CR 76 - OHIO CITY TOWN HALL	OHIO CITY	81237	OHIO CITY TOWN HALL	182,886
3191	GUNNISON	200 E. VIRGINIA AVE - COURTHOUSE	GUNNISON	81230	COURTHOUSE	22,611,923
3199	GUNNISON	65 ELK VALLEY ROAD - TOWNHOMES UNIT A	CRESTED BUTTE	81224	ELK VALLEY TOWNHOMES UNIT A	403,520
3200	GUNNISON	65 ELK VALLEY ROAD - TOWNHOME UNIT B	CRESTED BUTTE	81224	ELK VALLEY TOWNHOOOME UNIT B	403,520
3201	GUNNISON	65 ELK VALLEY ROAD - TOWNHOME UNIT C	CRESTED BUTTE	81224	ELK VALLEY TOWNHOME UNIT C	403,520
3202	GUNNISON	65 ELK VALLEY ROAD - TOWNHOME UNIT D	CRESTED BUTTE	81224	ELK VALLEY TOWNHOMES UNIT D	403,520

Colorado Counties Casualty & Property Pool  
 Values as of December 2, 2025

Est. #	County	Address	City	Zip	Building Name	Building Values
3203	GUNNISON	85 ELK VALLEY ROAD - TOWNHOMES UNIT B	CRESTED BUTTE	81224	ELK VALLEY TOWNHOME UNIT B	403,520
3204	GUNNISON	85 ELK VALLEY - TOWNHOME UNIT C	CRESTED BUTTE	81224	ELK VALLEY TOWNHOME UNIT C	403,520
3205	GUNNISON	85 ELK VALLEY ROAD - TOWNHOME UNIT D	CRESTED BUTTE	81224	ELK VALLEY TOWNHOME UNIT D	403,520
3439	GUNNISON	402 -412 S. 14TH ST, UNITS A-C - SAWTOOTH HOUSING	GUNNISON	81230	SAWTOOTH HOUSING PHASE I	7,141,693
3502	GUNNISON	510 SOUTH 14TH ST - SAWTOOTH PHASE II	GUNNISON	81230	SAWTOOTH PHASE II	11,481,363
3521	GUNNISON	1000 COUNTY RD 42C - LANDFILL SHOP	GUNNISON	81230	LANDFILL SHOP	1,470
<b>GUNNISON Total</b>						<b>124,207,767</b>

# *Certificate of Participation*

## Colorado Counties Casualty and Property Pool (CAPP)

For the Coverage Period January 1, 2026 through December 31, 2026

### GUNNISON COUNTY

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Colorado Counties Casualty and Property Pool (CAPP) hereby certifies that **Gunnison County** is a participating Member of CAPP for the period beginning January 1, 2026 through December 31, 2026. The coverages, conditions of membership, and other provisions applicable to members of CAPP are as described in CAPP's Bylaws and Intergovernmental Agreement and in the applicable excess policies, policy statements and endorsements thereto, copies of which have been or will be provided to **Gunnison County**.

The types and monetary limits of the coverages provided to **Gunnison County** through membership in CAPP, in consideration of the payment of its contributions, are limited, as of the date of this certificate, to those which are shown below. The scope, terms, conditions, and limitations of coverages are governed by the aforementioned agreement and policies.

**I) The types of coverages, subject to the limit on CAPP's liability in Section II below, are as follows:**

- A) Property (including EDP, mobile equipment, auto physical damage, and drones)
- B) Liability
  - 1) Bodily Injury, Property Damage (General Liability, Auto Liability)
  - 2) Wrongful Acts committed in the conduct of duties (Public Entity Management Liability)
  - 3) Bodily Injury, Property Damage, Personal Injury (Law Enforcement Liability)
  - 4) Errors or omissions in the administration of an insured's employee benefits (Employee Benefits Liability)
  - 5) Injury resulting from healthcare professional services rendered by any insured who is not a medical doctor, psychologist, psychotherapist, or nurse practitioner. (Healthcare Professional Liability).
  - 6) Drones
- C) Crime
  - 1) Monies and Securities (inside)
  - 2) Monies and Securities (outside)
  - 3) Employee Fidelity
- D) Boiler and Machinery
- E) Network Security & Privacy Liability

**II) CAPP Retention, Aggregate Limits, and Member Deductibles**

For the coverages described in Section I, CAPP shall be liable only for payment of the self-insured retention and only to a total annual aggregate amount for members of CAPP as a whole of the amount of the CAPP loss fund for the coverage period. CAPP's per claim/occurrence retentions are limited to the following for the foregoing coverages:

- A) \$150,000 per claim/occurrence **property**, except wind/hail, which is 2% per location total value subject to a minimum \$1M per claim/occurrence. County deductible \$1,500. Drone limit \$100,000 per claim/occurrence.
- B) \$1.5M per claim/occurrence **liability** (per coverage line), except **Law Enforcement** (see below). County deductible \$0 except in certain claims - Employment Termination deductible \$20,000; Inverse Condemnation Regulatory Taking deductible \$125,000; Herbicide and Pesticide Operations deductible \$2,500; Lawyer's Professional Liability (Grievance issues) deductible \$500. Drone limit \$500,000 per claim/occurrence. See CAPP Policy Statements.
- C) \$1.0M per claim/occurrence **Law Enforcement liability**. County deductible \$60,000; Jail deductible \$40,000 which may be waived if policy in place, documentation, check sheet for interval checks, enforce disciplinary action.
- D) \$300,000 per claim/occurrence **crime**. County deductible \$500.
- E) \$5,000 per loss **boiler and machinery**. County deductible \$500.
- F) \$100,000 per claim/occurrence **network security & privacy liability**. County deductible varies with levels of security. Pool annual limit aggregate \$5,000,000.

Coverages in excess of the foregoing pool retentions are provided only by the excess insurers in applicable excess policies and are payable only by those excess insurers. The limits of coverage provided by the excess insurers are as follows:

- A. **Liability - Ambridge (PEL) and Gemini with Homesite (Shared Excess Liability with Law Enforcement Liability)**  
From \$1.5M per claim/occurrence to \$11 million per claim/occurrence subject to the Pool's annual aggregate limits (as noted in the chart below). Auto is non-aggregated in the Gemini and Homesite layers.

- 1. **Law Enforcement - Lexington (LEL), Gemini and Homesite (Shared Excess Liability), and Hudson**  
From \$1M to \$10M per claim/occurrence subject to the Pool's annual aggregate limits (as noted in the chart below)

All liability claims are subject to the following:

All liability coverages are provided on a claims-made coverage form. In no event shall the maximum per claim/occurrence payment exceed the following for general liability, auto liability, public entity management liability, law enforcement liability, employee benefits liability or healthcare professional liability claims subject to the Governmental Immunity Act: \$424,000 per person and \$1,195,000 per occurrence. **Additional limits, sublimits and aggregates apply as provided in the applicable excess policies. Note: The high excess from Gemini and Bowhead is shared between PEL and LEL.**

**\$11,000,000 GL, AL, and E&O / \$10,000,000 LEL**

\$2,500,000 (\$7.5M Aggregate over PEL / \$5M Aggregate over LEL) Homesite		
\$2,500,000 (\$7.5M Aggregate over PEL / \$5M Aggregate over LEL) Gemini		
\$4,500,000 GL, AL, E&O only Per Member (\$18,000,000 Annual Aggregate) Ambridge	\$4,000,000 Law Enforcement (\$8,000,000 Annual Pool Aggregate) Lexington	\$4,000,000 xs \$8,000,000 LEL Aggregate Only (\$8,000,000 Annual Agg) - \$16,000,000 Total Annual Agg for LEL Euclid / Hudson
\$1,500,000 SIR	\$1,000,000 SIR	\$1,000,000 SIR

**Public Entity Liability**

**Law Enforcement Liability**

- B. **Crime - Hiscox**  
From \$300,000 to \$1 million each occurrence. Additional limits, sublimits and aggregates apply as provided in the applicable excess policies.
- C. **Boiler and Machinery - Liberty**  
From \$5,000 to the cost of repair/replacement for each actual loss sustained up to \$100 million. Additional limits, sublimits and aggregates apply as provided in the applicable excess policies.

**D. Property**

From \$150,000 to \$100 million each occurrence, except hail/wind claims, with a sublimit of \$5,000,000 for vehicle physical damage over the road. \$1M each occurrence plus 2% building value for hail/wind claims. "All Risk" basis with sublimits of \$10 million newly acquired property, \$5 million new construction each occurrence and \$2.5 million unnamed/unscheduled locations. Sublimits of \$5 million for property in Flood Zone A and \$50 million for property in all other flood zones. Newly acquired property must be reported within 90 days. If new locations are not reported, then the location becomes an unscheduled location. Additional limits, sublimits and aggregates apply as provided in the applicable excess policies.

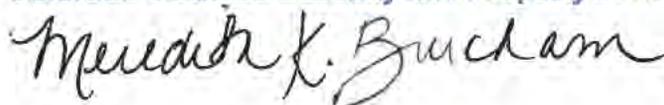
Property Coverage Layers	Carrier
\$150,000 - \$10 million	Lloyd's AWAC Westchester Starr Munich Re 2% hail deductible/per location
\$10 million to \$25 million	Lloyd's Munich Re Westchester Eagle Starr Evanston (Markel)
\$25 million to \$100 million	Lloyd's Arris RSUI Mitsui Spectrum Paragon
Auto Phys Dmg \$4m xs \$1m	Endurance
\$5k - \$100 million Equipment Breakdown	Liberty Mutual Fire

**E. Network Security & Privacy Liability - Arch**

First Part Liability (Cyber Incident Response, Business/Interruption & Extra Expense, Digital Data Recovery & Network Extortion): \$1,000,000 each claim/\$1,000,000 Annual Aggregate, Third Party Liability (Cyber, Privacy & Network Security Liability, Electronic, Social & Printed Media Liability) \$1,000,000 each claim/\$1,000,000 Annual Aggregate. All member limits are subject to the Pool Aggregate Limit of \$5,000,000.

Information concerning the CAPP loss fund for the coverage period may be obtained by contacting CAPP through its Administrator, County Technical Services, Inc. (CTSI).

**Colorado Counties Casualty and Property Pool**



Meredith Burcham, CTSI Executive Director  
December 3, 2025



December 3, 2025

To: Melissa LaMonica, Gunnison SF County

From: Rhonda Curran, Manager of Risk Programs

RE: Self-Funded Contracts

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Enclosed are two originals of the Agreement for the Partially Self-Funded Program. Please have the contracts signed, keep one copy and return one to me.

Also enclosed are the contribution invoice and Certificate of Participation.

Please call me if you have any questions.



# Colorado Counties Casualty and Property Pool Agreement for Partially Self-Funded Program Gunnison SF County January 1, 2026 through December 31, 2026

**THIS AGREEMENT** is entered into this 1st day of January 2026 by and between the Colorado Counties Casualty and Property Pool ("CAPP" or "Pool"), a legal entity formed by intergovernmental agreement under Colorado law, and **Gunnison SF County** ("County"), a political subdivision of the State of Colorado.

## ARTICLE 1.0 RECITALS

- 1.1 The County is a member in good standing of CAPP and has adopted the CAPP Bylaws and Intergovernmental Agreement (the "Intergovernmental Agreement"), as amended from time to time by the CAPP membership.
- 1.2 The County is current with respect to all of its obligations to CAPP and therefore eligible to participate in CAPP's partially self-funded option program (the "Program").
- 1.3 The County wishes to self-fund through CAPP a portion of its anticipated property and casualty claims for program year 2026 while having CAPP continue to provide claims adjudication and management services and loss control and prevention programs for the County and CAPP is willing to provide such services on the terms and conditions hereafter stated.

## ARTICLE 2.0 TERM

- 2.1 This Agreement shall take effect on January 1, 2026, and shall coincide with the term of CAPP's obligations to pay the retention under the CAPP excess insurance policies (hereafter "Policies"), subject to paragraph 3.7 of this Agreement.

## ARTICLE 3.0 OBLIGATIONS OF COUNTY

- 3.1 The County shall pay CAPP **\$689,006** with equity credit of **\$0** and discount of CTSI fees in the amount of **(\$20,522)** for a total contribution due of **\$668,484** by January 31, 2026 for insurance coverage and services rendered by CAPP for the period January 1, 2026 – December 31, 2026. For services provided by CAPP after December 31, 2026, pursuant to paragraph 4.1 of this Agreement, the County shall budget, appropriate and irrevocably pledge an annual fee to be determined by the CAPP Board of Directors.
- 3.2 The County shall budget, appropriate, and irrevocably pledge **79,347** in 2026 and thereafter at least annually shall budget, appropriate and irrevocably pledge additional funds sufficient, which may be determined from time to time by CAPP after consideration of actuarial or other financial reports, for the payment of the first **\$100,000** of each qualified claim and allocated loss expenses per occurrence subject to the Policies ("County self-funded retention"), none of which payments shall be the responsibility of CAPP. For this purpose, allocated loss expenses means all costs, charges, or expenses of third parties

reasonably incurred by CAPP, its agents or its employees, which are properly chargeable to a qualified claim including, without limitation, court costs, fees, and expenses of attorneys, independent investigators, experts and witnesses, and fees for obtaining diagrams, reports, documents, and photographs; and "qualified claims" means those claims for which coverage is provided pursuant to the Policies, subject to any additional coverage limitations imposed by CAPP.

A **\$20,000** claims deposit shall be paid to CAPP by January 31, 2026. Additional funds shall be forwarded to CAPP from time to time based on payments for qualified claims and allocated loss expenses. Interest earned on payments made to CAPP pursuant to this paragraph 3.2 shall be credited to CAPP.

- 3.3 The County shall pay promptly CAPP's invoices pursuant to paragraph 3.2 within fifteen (15) days of receipt. Interest on any overdue payment shall accrue at the rate consistent with the Intergovernmental Agreement.
- 3.4 It is the parties' intent that at all times CAPP shall have available sufficient funds from the County to pay promptly all proper charges to the County self-funded retention. The parties do not intend for CAPP to be required to advance CAPP funds to pay the County self-funded retention or to perform services if the County fails to provide necessary funds as provided in paragraph 3.2.
- 3.5 The County agrees that the timely payment of all amounts billed to it pursuant to this Agreement is an obligation of the County under the Intergovernmental Agreement. The County agrees that any failure to so pay, or any failure of the County to comply with any other provision of this Agreement, will result in expulsion of the County from CAPP, and will subject the County to all other remedies and consequences provided for in this Agreement and in the Intergovernmental Agreement.
- 3.6 If the County is entitled to any credit or payment under Article XI of the Intergovernmental Agreement for any year, and if the County fails to timely pay any amounts due under this Agreement, the Board may, in addition to any other remedies it has, apply against any such amounts due the amount of any credit or payment CAPP owes or may in the future owe to the County as a result of such membership.
- 3.7 The County's obligations under this Agreement are subject to and conditional upon the County annually budgeting, appropriating, and irrevocably pledging funds as provided in paragraphs 3.1 and 3.2 of this Agreement. However, the County agrees that coverage of the County through CAPP under the Policies and the services to be provided the County by CAPP are conditional upon such annual budgeting, appropriation, irrevocably pledging of funds, and timely payment of all amounts due in accordance with this Agreement and the Intergovernmental Agreement, and upon the County's compliance with all other provisions of this Agreement. The County further agrees that failure by the County to so budget, appropriate, irrevocably pledge, or make such payment or to so comply will result in no coverage through CAPP under the Policies for any pending qualified claims for which the County fails to provide funds or pay fees as provided in this Agreement, will result in cancellation of coverage under the Policies, and will result in termination of any services provided to the County by CAPP under paragraph 4.1.
- 3.8 The County shall pay the full amount then pledged pursuant to paragraph 3.2 upon the request of the CAPP Board if the CAPP Board reasonably determines that CAPP needs the payment in order to meet applicable regulatory or statutory requirements.

## **ARTICLE 4.0 OBLIGATIONS OF CAPP**

- 4.1 For qualified claims of the County under the Policies: CAPP will supervise, administer, manage and provide claims adjudication through County Technical Services, Inc. or such other entity or person as the Board of Directors of CAPP ("Board") may determine, until further notice thereof provided to the County, in accordance with the Intergovernmental Agreement and shall act as the representative of County in all matters related to such services.

## **ARTICLE 5.0 WITHDRAWAL AND EXPULSION**

- 5.1 Withdrawal or expulsion of the County from CAPP shall not affect the obligations of the County or CAPP under this Agreement.
- 5.2 On or before the effective date of withdrawal or expulsion of the County from CAPP, the full amount then pledged pursuant to paragraph 3.2 shall be paid to CAPP plus such additional amount as the CAPP Board may reasonably determine is necessary to pay the County's self-funded retention until all qualified claims under the Policies are closed and to pay CAPP's costs pursuant to paragraph 5.3.
- 5.3 Upon withdrawal or expulsion of the County from CAPP, CAPP shall retain all pending claim files. The County shall continue to pay CAPP for all costs associated with the County's claims paid through CAPP which are subject to the County's self-funded retention in excess of the payment made pursuant to paragraph 5.2.

## **ARTICLE 6.0 INFORMATION**

- 6.1 All information developed for or specifically relating to claims servicing for the County, including all source documents, stored data and technical, claims, and other information of any kind, and reports prepared by or for CAPP, are the property of CAPP and remain CAPP exclusive property during the existence of and after termination of this Agreement. The County shall have reasonable access to such information, and the right, upon reasonable request, to copy the same at the County's own expense.

## **ARTICLE 7.0 GENERAL PROVISIONS**

- 7.1 This Agreement is personal to each of the parties and no party may assign or delegate any of such party's rights or obligations hereunder without first obtaining the written consent of the other party.
- 7.2 Time is of the essence in the performance of the parties' obligations and duties under this Agreement.
- 7.3 If any portion of this Agreement is declared invalid or unenforceable pursuant to a challenge by the County or by any officer, employee, or resident of the County, or by any other person except CAPP, the CAPP Board shall determine whether the Agreement is or is not severable and its decision shall be final. If the Board determines the Agreement is not severable, the entire Agreement shall be terminated effective on such date as the Board may decide, the County's coverage under the Policies shall be terminated as to all pending and future claims as of that date, and all services by CAPP to the County shall be terminated as of that date except for claims adjudication under paragraph 4.1 for claims for which coverage is not terminated under this paragraph, if any exist. Nothing shall prevent the County from obtaining coverage through CAPP in the same manner as other non-self-funded members.
- 7.4 This Agreement does not alter the Intergovernmental Agreement and the County retains all obligations of a CAPP member as set forth therein. The obligations of the County under this Agreement are obligations of the County within the meaning of the Intergovernmental Agreement.

7.5 This Agreement may be enforced by the parties or by any member, if so authorized by the CAPP Board of Directors. All costs incurred by CAPP in the attempt to collect any amount due under this Agreement, including reasonable attorney fees, court costs, and any arbitration costs, shall be paid by the County. The venue for any court action related to this Agreement shall be the Denver District Court.

7.6 Notices in connection with this Agreement and its Addenda shall be delivered to the following in the case of CAPP:

Colorado Counties Casualty and Property Pool  
c/o County Technical Services, Inc.  
800 Grant St., Suite 400  
Denver, CO 80203

and to the following in the case of County:

CAPP Designated Correspondent

\_\_\_\_\_  
\_\_\_\_\_

7.7 Any functions, powers, and responsibilities of CAPP provided for in this Agreement shall be exercised by the CAPP Board or its authorized designee.

7.8 In addition to any other remedies which may exist, the CAPP Board may submit any dispute under this Agreement to advisory arbitration, which shall be conducted pursuant to the rules of the American Arbitration Association or other Colorado court annexed arbitration system in Denver, Colorado, as the Board may determine.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by the following persons authorized to act on behalf of their respective entities, dated and effective as of January 1, 2026.

**COLORADO COUNTIES CASUALTY AND PROPERTY POOL (CAPP)**



Date: December 3, 2025

\_\_\_\_\_  
Meredith K. Burcham  
CTSI Executive Director

**Gunnison SF County, Colorado (County)**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Clerk

Date: \_\_\_\_\_

(COUNTY SEAL)



## Colorado Counties Casualty and Property Pool Agreement for Partially Self-Funded Program Gunnison SF County January 1, 2026 through December 31, 2026

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**THIS AGREEMENT** is entered into this 1st day of January 2026 by and between the Colorado Counties Casualty and Property Pool ("CAPP" or "Pool"), a legal entity formed by intergovernmental agreement under Colorado law, and **Gunnison SF County** ("County"), a political subdivision of the State of Colorado.

### ARTICLE 1.0 RECITALS

- 1.1 The County is a member in good standing of CAPP and has adopted the CAPP Bylaws and Intergovernmental Agreement (the "Intergovernmental Agreement"), as amended from time to time by the CAPP membership.
- 1.2 The County is current with respect to all of its obligations to CAPP and therefore eligible to participate in CAPP's partially self-funded option program (the "Program").
- 1.3 The County wishes to self-fund through CAPP a portion of its anticipated property and casualty claims for program year 2026 while having CAPP continue to provide claims adjudication and management services and loss control and prevention programs for the County and CAPP is willing to provide such services on the terms and conditions hereafter stated.

### ARTICLE 2.0 TERM

- 2.1 This Agreement shall take effect on January 1, 2026, and shall coincide with the term of CAPP's obligations to pay the retention under the CAPP excess insurance policies (hereafter "Policies"), subject to paragraph 3.7 of this Agreement.

### ARTICLE 3.0 OBLIGATIONS OF COUNTY

- 3.1 The County shall pay CAPP **\$689,006** with equity credit of **\$0** and discount of CTSI fees in the amount of **(\$20,522)** for a total contribution due of **\$668,484** by January 31, 2026 for insurance coverage and services rendered by CAPP for the period January 1, 2026 – December 31, 2026. For services provided by CAPP after December 31, 2026, pursuant to paragraph 4.1 of this Agreement, the County shall budget, appropriate and irrevocably pledge an annual fee to be determined by the CAPP Board of Directors.
- 3.2 The County shall budget, appropriate, and irrevocably pledge **79,347** in 2026 and thereafter at least annually shall budget, appropriate and irrevocably pledge additional funds sufficient, which may be determined from time to time by CAPP after consideration of actuarial or other financial reports, for the payment of the first **\$100,000** of each qualified claim and allocated loss expenses per occurrence subject to the Policies ("County self-funded retention"), none of which payments shall be the responsibility of CAPP. For this purpose, allocated loss expenses means all costs, charges, or expenses of third parties

reasonably incurred by CAPP, its agents or its employees, which are properly chargeable to a qualified claim including, without limitation, court costs, fees, and expenses of attorneys, independent investigators, experts and witnesses, and fees for obtaining diagrams, reports, documents, and photographs; and "qualified claims" means those claims for which coverage is provided pursuant to the Policies, subject to any additional coverage limitations imposed by CAPP.

A **\$20,000** claims deposit shall be paid to CAPP by January 31, 2026. Additional funds shall be forwarded to CAPP from time to time based on payments for qualified claims and allocated loss expenses. Interest earned on payments made to CAPP pursuant to this paragraph 3.2 shall be credited to CAPP.

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- 3.5 The County agrees that the timely payment of all amounts billed to it pursuant to this Agreement is an obligation of the County under the Intergovernmental Agreement. The County agrees that any failure to so pay, or any failure of the County to comply with any other provision of this Agreement, will result in expulsion of the County from CAPP, and will subject the County to all other remedies and consequences provided for in this Agreement and in the Intergovernmental Agreement.
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800 Grant St., Suite 400  
Denver, CO 80203

and to the following in the case of County:

CAPP Designated Correspondent

\_\_\_\_\_  
\_\_\_\_\_

7.7 Any functions, powers, and responsibilities of CAPP provided for in this Agreement shall be exercised by the CAPP Board or its authorized designee.

7.8 In addition to any other remedies which may exist, the CAPP Board may submit any dispute under this Agreement to advisory arbitration, which shall be conducted pursuant to the rules of the American Arbitration Association or other Colorado court annexed arbitration system in Denver, Colorado, as the Board may determine.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by the following persons authorized to act on behalf of their respective entities, dated and effective as of January 1, 2026.

**COLORADO COUNTIES CASUALTY AND PROPERTY POOL (CAPP)**



Date: December 3, 2025

\_\_\_\_\_  
Meredith K. Burcham  
CTSI Executive Director

**Gunnison SF County, Colorado (County)**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Clerk

Date: \_\_\_\_\_

(COUNTY SEAL)

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:** Lot Cluster; LUC-25-00044; Affinati

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Request for approval of a lot cluster.

**Fiscal Impact:** \$0

**Submitted by:** Aidan McComas

**Submitter's Email Address:** amccomas@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally Sufficient. SO 1/29/26

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/29/2026

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 2/3/2026

---



Aidan McComas, Planning Technician

(970) 641-7929

amccomas@gunnisoncounty.org

www.GunnisonCounty.org

**To: Board of County Commissioners**

**RE: LUC-25-00044 | Lot Cluster | Affinati**

**Date of Memo: January 13, 2026**

**Date Scheduled for BOCC: February 3, 2026**

The Applicant, Sharon Affinati, requests approval of a lot cluster as shown in Exhibit A. The parcels to be clustered in Exhibit A are described as "Parcel 1," legally described as 1.61 acres in Section 23, T49N, R1W and "Subject Property," legally described as 8.9 acres in Section 23, T49N, R1W. "Parcel 1" is commonly described as 53 County Road 40 while "Subject Parcel" has not been assigned an address ([Parcel # 3787-231-00-002](#) and [Parcel # 3787-231-00-006](#)).

Staff has reviewed the lot cluster application for compliance with the applicable standards outlined in LUR section 5-103: A. General Standards:

1. **COMPLY WITH APPLICABLE STANDARDS.** *The land use change shall comply with all applicable standards and other provisions of this Resolution. The proposed land use change complies with applicable standards and provisions of the Gunnison County Land Use Resolution. The proposal advances the goals of the LUR by supporting compatible land use patterns while maintaining the rural character of the surrounding area.*
2. **COMPATIBILITY WITH COMMUNITY CHARACTER.** *The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact future development of the surrounding area. Adjacent parcels vary in size and use, ranging from a large private agricultural and residential parcel of 640 acres, to a vacant parcel of 184 acres, and a smaller residential parcel of 1.62 acres. The parcel created through this lot cluster will be approximately 10.51 acres*

The application was found to comply with standards of Land Use Resolution 5-104: M. Application Form for Lot Cluster.

Staff recommends the Board approve the proposed lot cluster, as it is consistent with the established character of the area and supports a compatible, lower-density development pattern away from more populated areas.

The lot cluster was reviewed by planning staff and the County Attorney's Office on January 12, 2026.

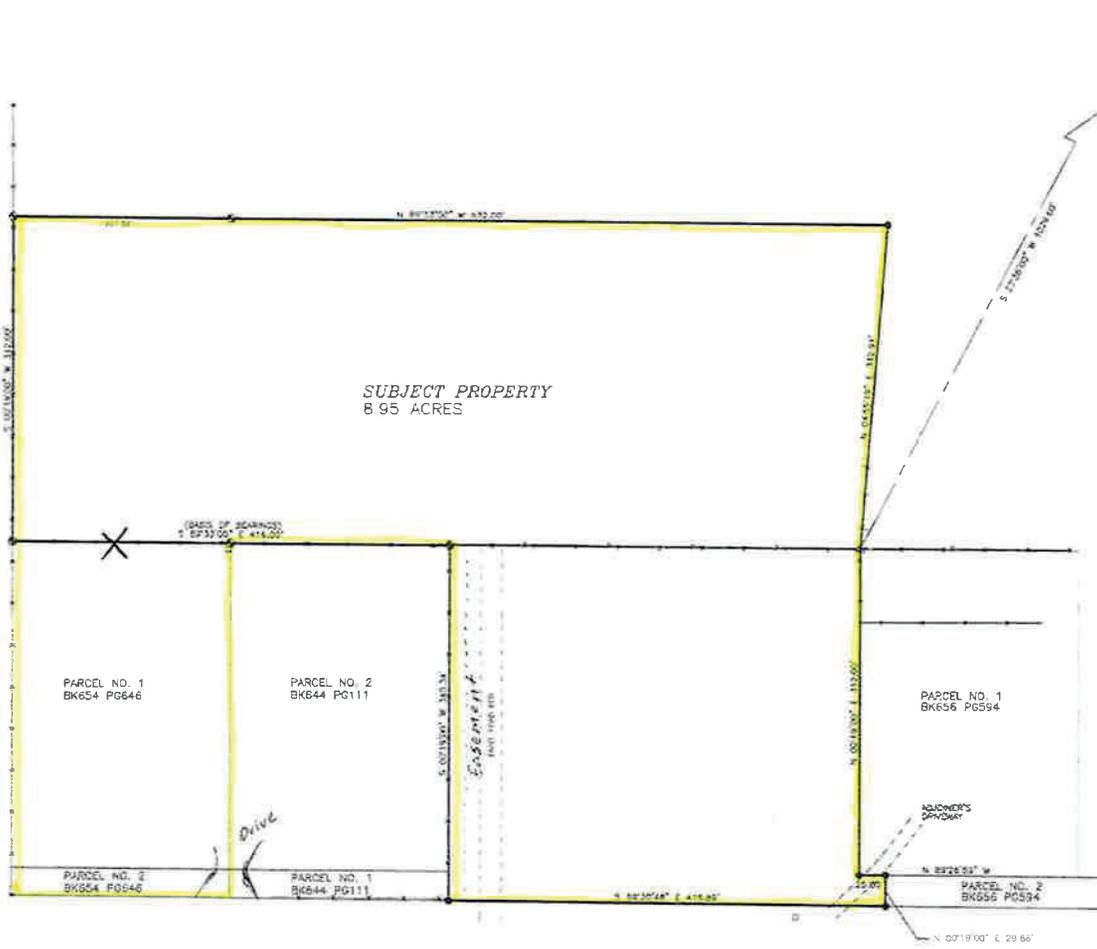
Thank you,

Aidan McComas

#### **Exhibits**

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-25-00044 . Click on "Attachments".

- A. Updated Site Plan
- B. Lot Cluster Agreement and Declaration



**PROPERTY DESCRIPTION**

Commencing at the northeast corner of said Section 23 (said corner being marked by a standard USGLO monument); thence South 27°38'00" West 1029.60 feet to the northwest corner of the land conveyed from Hill to Knox as described as Parcel No. 1 in Book 555 of page 594 of the Gunnison County records, said corner being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

1. North 45°19' East 312.51 feet;
2. North 89°32'00" West 832.00 feet;
3. South 00°19'00" West 312.00 feet to the northeast corner of the land conveyed from Lavin to Cox and Stock as described as Parcel No. 1 in Book 364 of page 546 of said records;
4. South 89°33'00" East 415.00 feet along the north boundary of said land and continuing along the north boundary of the land conveyed from Pierce to Herlick as described as Parcel No. 2 in Book 344 of page 111 of said records, to the northeast corner of said land;
5. South 00°19'00" West 340.34 feet along the westerly boundary of Parcels No. 1 and 2 of said Herlick and to the southeast corner of Parcel No. 1 of said Herlick land;
6. South 89°20'48" East 415.86 feet along the north boundary of the easement conveyed from Graham to Gunnison County as described in Book 431 of page 485 of said records to the southwest corner of the property conveyed from Hill to Knox as described as parcel 2 in Book 658 of page 594 of said records;
7. North 00°19'00" East 29.88 feet to a point on the south boundary of the property conveyed from Hill to Knox as described as Parcel 1 in Book 556 of page 594 of said records;
8. North 89°36'34" West 25.00 feet to the southwest corner of said Knox property;
9. North 00°19'00" East 212.06 feet along the westerly boundary of said property to the POINT OF BEGINNING of the herein described tract.

County of Gunnison,  
State of Colorado.

**LEGEND**

- Found USGLO brass cap
- ⊙ Found rebar with aluminum cap "LS 3657"
- Set rebar with plastic cap "LS 34979"
- △ Set nail & washer "LS 34975" in wood fence corner
- Utility pedestal
- Overhead utility lines
- x-x- Fence

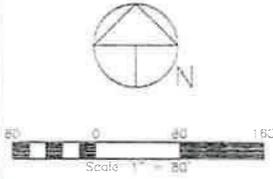
COUNTY ROAD NO. 40

**SURVEYOR'S CERTIFICATE**

I, Timothy E. Pearson, a registered land surveyor in the State of Colorado, certify that this survey and plat were made under my direction and control, and that both are true and correct to the best of my knowledge. I further certify that this plat accurately depicts the location of the existing improvements located within the boundaries of the subject parcel, that there are no visible encroachments upon the subject parcel by the improvements of any adjoining parcel, except as shown, and that there is no apparent evidence of any easement crossing or burdening the subject parcel, except as shown, and that monuments have been set or found as shown.

Date: 10-15-21

Timothy E. Pearson  
Colorado L.S. No. 34979



<b>IMPROVEMENT SURVEY</b> PARCEL WITHIN THE NE1/4NE1/4 OF SECTION 23 TOWNSHIP 49 NORTH, RANGE 1 WEST, N.M.P.M. GUNNISON COUNTY, COLORADO	
PEARSON SURVEYING P.O. BOX 652 GUNNISON, CO 81230 970-641-2910 PROJECT # 21-2-36	DATE: 10/15/21 LATEST REVISION DATE:
SHEET 1 OF 1	



**LOT CLUSTER AGREEMENT AND DECLARATION**

Date of Meeting \_\_\_\_\_ ( filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Sharon Affinati \_\_\_\_\_  
(Owner) (Owner)

\_\_\_\_\_  
(Owner) (Owner)

**RECITALS:**

Legal Description: Complete – please attach if too long

and any adjacent street or alley that is or may be vacated.,  
County of Gunnison  
State of Colorado

This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

**NOW, THEREFORE, it is agreed that:**

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.
2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.
4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.
5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.
6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 12/30/2025 \_\_\_\_\_ Sharon Wightman  
**Owner**

Date: \_\_\_\_\_ \_\_\_\_\_  
**Owner**

Date: \_\_\_\_\_ \_\_\_\_\_  
**Owner**

Date: \_\_\_\_\_ \_\_\_\_\_  
**Mortgage or Lien Holder**

STATE OF Colorado )  
 )ss  
 COUNTY OF GUNNISON )

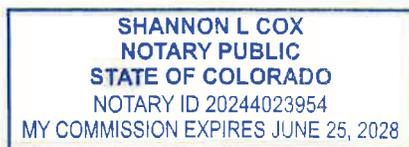
The foregoing instrument was acknowledged before me this 30 day of December 2025  
 by Sharon Wightman Affinatti \_\_\_\_\_ (Owner/s).

Witness my hand and official seal.

My Commission expires: June 25 2028

Shannon L Cox  
 Notary Public

Address: 221 N Wisconsin St  
Gunnison CO 81230



STATE OF Colorado )  
 )ss  
 COUNTY OF GUNNISON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Address:

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Vice-Chairperson

\_\_\_\_\_  
Commissioner

Board of County Commissioners  
Gunnison County, Colorado

Attest:

\_\_\_\_\_  
Gunnison County Clerk and Recorder



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Page: 1 of 1  
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S Dominguez Gunnison Cty Co 488 R 6.00

### GENERAL WARRANTY DEED

Marie K. Kline, for good and valuable consideration, hereby sells and conveys to Sharon Affinati, whose address is 155 Ridge Road, Highland Park, Illinois 60035, the following real property in the County of Gunnison and State of Colorado, to wit:

Township 49 North, Range 1 West, N.M.P.M.

Section 23: Two parcels of land located in the NE1/4NE1/4 of said Section 23 more particularly described as follows:

PARCEL NO. 1: Beginning at a point from whence the northeast corner of said Section 23 bears N 41°28'45" E 1627.73 feet; thence N 00°19' E 312.0 feet; thence N 89°33' W 208.0 feet; thence S 00°19' W 312.0 feet; thence S 89°33' E 208.0 feet to the point of beginning,

PARCEL NO. 2: Beginning at a point from whence the northeast corner of said Section 23 bears N 41°28'45" E 1627.73 feet; thence S 00°19' W 27.56 feet; thence N 89°20'13" W 208.0 feet; thence N 00°19' E 26.79 feet; thence S 89°33' E 208.0 feet to the point of beginning,

County of Gunnison,  
State of Colorado,

with all its appurtenances, and warrants the title to the same, subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law; restrictions as contained in Warranty Deed recorded in Book 421 at page 91; and real property taxes for 2004 due and payable in 2005.

Dated this 1 day of Sept., 2004.

Marie K. Kline

STATE OF COLORADO)  
County of DENVER) SS

The foregoing instrument was acknowledged before me this 1st day of September, 2004 by Marie K. Kline.

Witness my hand and official seal.  
My commission expires: May 21, 2008



Notary Public





**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Township 49 North, Range 1 West, N.M.P.M.**

**Section 23: A tract of land within the NE1/4NE1/4, of said Section 23, being more particularly described as follows:**

**Commencing at the northeast corner of said Section 23 (said corner being marked by a standard USGLO monument); thence South 27°38'00" West 1029.60 feet to the northwest corner of the land conveyed from Hill to Knox as described as Parcel No. 1 in Book 656 at page 594 of the Gunnison County records, said corner being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:**

- 1. North 4°55'19" East 312.91 feet;**
- 2. North 89°33'00" West 832.00 feet;**
- 3. South 00°19'00" West 312.00 feet to the northwest corner of the land conveyed from Lewis to Clark and Shick as described as Parcel No. 1 in Book 654 at page 646 of said records;**
- 4. South 89°33'00" East 416.00 feet along the north boundary of said land and continuing along the north boundary of the land conveyed from Pierce to Herrick as described as Parcel No. 2 in Book 644 at page 111 of said records, to the northeast corner of said land;**
- 5. South 00°19'00" West 340.34 feet along the easterly boundary of Parcels Nos. 1 and 2 of said Herrick land to the southeast corner of Parcel No. 1 of said Herrick land;**
- 6. South 89°20'48" East 415.89 feet along the north boundary of the easement conveyed from Graham to Gunnison County as described in Book 431 at page 485 of said records to the southwest corner of the property conveyed from Hill to Knox as described as parcel 2 in Book 656 at page 594 of said records;**
- 7. North 00°19'00" East 29.88 feet to a point on the south boundary of the property conveyed from Hill to Knox as described as Parcel 1 in Book 656 at page 594 of said records;**
- 8. North 89°36'59" West 25.00 feet to the southwest corner of said Knox property;**
- 9. North 00°19'00" East 312.00 feet along the westerly boundary of said property to the POINT OF BEGINNING of the herein described tract;**

**County of Gunnison,  
State of Colorado.**

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Townhome Plat; LUC-25-00048; O'Neal

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Applicant, The O'Neal Revocable Living Trust, represented by Kendall Burgemeister of Law of the Rockies, requests the approval of a Townhome Plat at 171 and 181 Alpine Ct. Crested Butte (parcel # 3255-120-21-001) in Skvland River Neighborhood Subdivision.

**Fiscal Impact:**

**Submitted by:** Caroline Danielson

**Submitter's Email Address:** cdanielson@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/23/26

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/23/2026

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 2/3/2026

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Caroline Danielson, Planner I

(970) 641-7981

cdanielson@gunnisoncounty.org

www.GunnisonCounty.org

**To: Board of County Commissioners**

**RE: LUC-25-00048 | Administrative Review | O’Neal Alpine Townhome Plat**

**Date: January 22, 2026**

**Meeting Date: February 3, 2026**

The Applicant, The O’Neal Revocable Living Trust, represented by Kendall Burgemeister of Law of the Rockies, requests the approval of a Townhome Plat at 171 and 181 Alpine Ct, Crested Butte ([parcel # 3255-120-21-001](#)) in Skyland River Neighborhood Subdivision, as shown in Exhibit A. *Plat*. No physical changes or development activities are proposed.

The two units have been constructed pursuant to building permit # BP-24-00104 issued on June 24, 2024. The building plans were approved by the Design Review Committee of the Skyland Community Association on May 22, 2024. 171 Alpine Ct consists of 1,890 square feet, including the garage. 181 Alpine Ct consists of 1,831 square feet, including the garage. The units share a party wall and are residential in nature. A Declaration of Protective Covenants is to be executed concurrently with the plat. Certificates of Occupancy were issued on July 14, 2025 (181 Alpine Ct) and August 1, 2025 (171 Alpine Ct).

The Townhome Plat was reviewed by planning staff and the County Attorney’s Office on January 6, 2026 and was found to comply with the standards of [Land Use Resolution](#) SECTION 5-104. K: *Specifications for Condominium/Townhome Plats*. Staff finds that the application complies with all applicable standards found in LUR Section 5-103: *Standards of Approval of Administrative Review Projects*.

Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution. **No non-conformities will be created.**
2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area. **No physical changes or development activities are proposed as part of this land use change application.**

Staff recommends that the Board approve the townhome plat.

Thank you,

Caroline Danielson



**Caroline Danielson, Planner I**  
(970) 641-7981  
cdanielson@gunnisoncounty.org  
www.GunnisonCounty.org

**Exhibits**

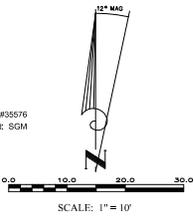
You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-25-00048. Click on "Attachments".

A. Plat

PLAT OF  
O'NEAL ALPINE TOWNHOMES  
WITHIN LOT RNT-2  
SKYLAND RIVER NEIGHBORHOOD SUBDIVISION  
GUNNISON COUNTY, COLORADO

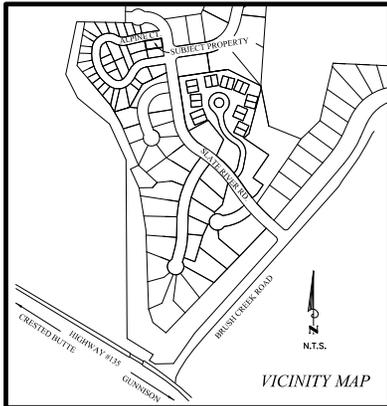
LEGEND

- These standard symbols will be found in the drawing.
- Set 1 1/2" dia. Plastic cap stamped: L.S. #35576
  - Found 1 1/2" dia. Aluminum cap stamped: SGM
  - Property line
  - Building envelope
  - E Electric
  - G Gas
  - W Water
  - S Sewer
  - CAB Cable



CURVE TABLE

CURVE	ARC LENGTH	CHORD	CHORD BEARING	CHORD BEARING	CHORD LENGTH
C1	22.35'	24.00'	N 81°31'13" E	N 81°31'13" E	24.00'
C2	22.35'	24.00'	N 81°31'13" E	N 81°31'13" E	24.00'
C3	48.81'	87.47'	S 79°50'04" W	S 79°50'04" W	87.47'
C4	48.81'	87.47'	S 79°50'04" W	S 79°50'04" W	87.47'



ATTORNEY'S OPINION

I, Kendall K. Burgemeister, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in the O'NEAL REVOCABLE LIVING TRUST DATED JUNE 13, 2012, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except:

- UNITED STATES PATENT RECORDED MAY 8, 1909, IN BOOK 101 AT PAGE 428.
- PLAT OF SKYLAND, INITIAL FILING RECORDED NOVEMBER 17, 1981, UNDER RECEPTION NO. 36852, AS AMENDED BY CORRECTION PLAT RECORDED AUGUST 7, 1995, UNDER RECEPTION NO. 461594 AND AMENDED PLAT OF PORTIONS OF SKYLAND RECORDED JANUARY 3, 1997, UNDER RECEPTION NO. 473132.
- DECLARATION OF PROTECTIVE COVENANTS OF SKYLAND INITIAL FILING, RECORDED NOVEMBER 17, 1981, IN BOOK 574 AT PAGE 141; NOTICE OF AMENDMENT RECORDED AUGUST 29, 1996, IN BOOK 789 AT PAGE 710; IN AMENDMENT RECORDED JANUARY 3, 1997, UNDER RECEPTION NO. 473133; IN AMENDMENT RECORDED FEBRUARY 23, 2005, UNDER RECEPTION NO. 55122; IN RESOLUTION OF THE BOARD OF DIRECTORS, SKYLAND COMMUNITY ASSOCIATION RECORDED JULY 6, 2011, UNDER RECEPTION NO. 606526; AND IN RESOLUTION RECORDED SEPTEMBER 22, 2011, UNDER RECEPTION NO. 608447.
- SKYLAND RIVER NEIGHBORHOOD AMENDED PLAT OF PORTIONS OF AFFORDABLE HOUSING DEED RESTRICTION RECORDED JANUARY 03, 1997, UNDER RECEPTION NO. 473135; AS AMENDED BY AMENDMENT RECORDED OCTOBER 15, 1998, UNDER RECEPTION NO. 467863; AND AMENDMENT TO SPECIAL COVENANTS AND AFFORDABLE HOUSING DEED RESTRICTION OF SKYLAND RIVER NEIGHBORHOOD RECORDED MARCH 25, 2009, UNDER RECEPTION NO. 589719; AND CERTIFICATION RECORDED JUNE 5, 2009, UNDER RECEPTION NO. 591198; AND RATIFICATION OF AMENDMENT TO SPECIAL COVENANTS AND APPROVAL RECORDED JUNE 5, 2009, UNDER RECEPTION NO. 591231; RATIFICATION RECORDED JUNE 5, 2009, UNDER RECEPTION NO. 591232; AND IN RATIFICATION OF AMENDMENT RECORDED JUNE 5, 2009, UNDER RECEPTION NO. 591234; AND IN CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 17, 2009 AT RECEPTION NO. 595221.
- CERTIFICATE RECORDED JANUARY 3, 1997, IN BOOK 574 AT PAGE 144; AND SUPPLEMENTAL CERTIFICATION RECORDED AUGUST 2, 1983, IN BOOK 595 AT PAGE 76.
- TAP PURCHASE AGREEMENT RECORDED OCTOBER 1, 1984, IN BOOK 610 AT PAGE 349.
- EASEMENT DEED TO EAST RIVER REGIONAL SANITATION DISTRICT RECORDED OCTOBER 3, 1984, IN BOOK 610 AT PAGE 400.
- DEVELOPMENT AGREEMENT BY AND BETWEEN SKYLAND PROPERTIES AND THE SKYLAND METROPOLITAN DISTRICT RECORDED JULY 21, 1986, IN BOOK 631 AT PAGE 625.
- RESOLUTION NO. 19, SERIES 1995 BY THE GUNNISON COUNTY BOARD OF COMMISSIONERS, RECORDED APRIL 6, 1995, IN BOOK 702 AT PAGE 190; AND RESOLUTION NO. 25, SERIES 1997 RECORDED MAY 13, 1997, UNDER RECEPTION NO. 475589.
- DEED, GRANT OF LICENSE, RESERVATION AND GRANT OF EASEMENTS AND OPTION AGREEMENT RECORDED JUNE 20, 1996, IN BOOK 785 AT PAGE 233, AND RE-RECORDED JULY 17, 1996, IN BOOK 787 AT PAGE 103.
- RESOLUTION NO. 34, SERIES 1996 BY THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RECORDED JULY 18, 1996, IN BOOK 787 AT PAGE 215.
- AGREEMENT RESPECTING DEVELOPMENT RECORDED SEPTEMBER 3, 1996, IN BOOK 789 AT PAGE 905.
- SPECIAL COVENANTS OF SKYLAND RIVER NEIGHBORHOOD RECORDED JANUARY 3, 1997, UNDER RECEPTION NO. 473134; AND AMENDMENTS OF AFFORDABLE HOUSING GUIDELINES SPECIAL COVENANTS OF SKYLAND RIVER NEIGHBORHOOD RECORDED JUNE 28, 2002, UNDER RECEPTION NO. 521551; AMENDMENT TO SPECIAL COVENANTS OF SKYLAND RIVER NEIGHBORHOOD RECORDED JUNE 28, 2002, UNDER RECEPTION NO. 521552.
- BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 2006-07 RECORDED JANUARY 5, 2006, UNDER RECEPTION NO. 562007.
- BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 14, SERIES 2002, RECORDED FEBRUARY 27, 2002, UNDER RECEPTION NO. 518492.
- RESOLUTION NO. 33, SERIES 2002 RECORDED JUNE 2, 2002, UNDER RECEPTION NO. 521308.
- BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION 12, SERIES 2004 RECORDED FEBRUARY 18, 2004, AT RECEPTION NO. 539138; AND RE-RECORDED MARCH 4, 2004, UNDER RECEPTION NO. 539537.
- SKYLAND METROPOLITAN DISTRICT SPECIAL DISTRICT PUBLIC DISCLOSURE RECORDED DECEMBER 31, 2014, UNDER RECEPTION NO. 636079.
- MEMORANDUM REGARDING A RESOLUTION OF THE BOARD OF DIRECTORS OF SKYLAND METROPOLITAN DISTRICT CONCERNING THE IMPOSITION OF VARIANCES, PENALTIES AND CHARGES RECORDED FEBRUARY 3, 2015, UNDER RECEPTION NO. 631158, AS AMENDED BY THE FIRST AMENDED AND RESTATED RESOLUTION RECORDED JANUARY 20, 2012, UNDER RECEPTION NO. 602524.
- ANY RIGHTS, CLAIMS, LIENS, DEFECTS, ENCUMBRANCES, OR EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS OR FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF.
- ANY AND ALL UNPAID TAXES AND ASSESSMENTS.
- MATTERS SHOWN ON THIS PLAT.

DEDICATION

The undersigned owner of the land currently described as LOT RNT-2, AMENDED PLAT OF PORTIONS OF SKYLAND, ACCORDING TO THE PLAT RECORDED JANUARY 3, 1997 UNDER RECEPTION NO. 473132, COUNTY OF GUNNISON, STATE OF COLORADO, has laid out, platted and subdivided the same as shown on this plat under the name of O'NEAL ALPINE TOWNHOMES, and does hereby permanently dedicate and convey to the owners of lots within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

THE O'NEAL REVOCABLE LIVING TRUST DATED JUNE 13, 2012

By: CARRIE MATTHIESSEN O'NEAL, TRUSTEE  
By: JOHN JENKINS O'NEAL II, TRUSTEE

The foregoing certification was acknowledged before me in Gunnison County, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by Carrie Matthiessen O'Neal and John Jenkins O'Neal II, as Trustees of the O'Neal Revocable Living Trust Dated June 13, 2012. Witness my hand and official seal. My commission expires: \_\_\_\_\_

Notary Public \_\_\_\_\_

GENERAL NOTES

- CONFINEMENT OF DOMESTIC ANIMALS. Domestic animals must be controlled by kenneling, leashing, fencing or other physical constraint and any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible association or individual.
  - COLORADO "FENCE-OUT" REQUIREMENTS. Pursuant to C.R.S. 35-46-101 et seq, a property owner is required to construct and maintain fencing in order to keep livestock off his/her property.
  - IRRIGATORS' RIGHT TO MAINTAIN IRRIGATION DITCH. An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and may leave natural debris on the bank.
- WARNING AND DISCLAIMER OF WILDFIRE HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY. The owners of the subject property, on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property, and any improvements thereto. We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agree to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense.

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of O'NEAL ALPINE TOWNHOMES is approved this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

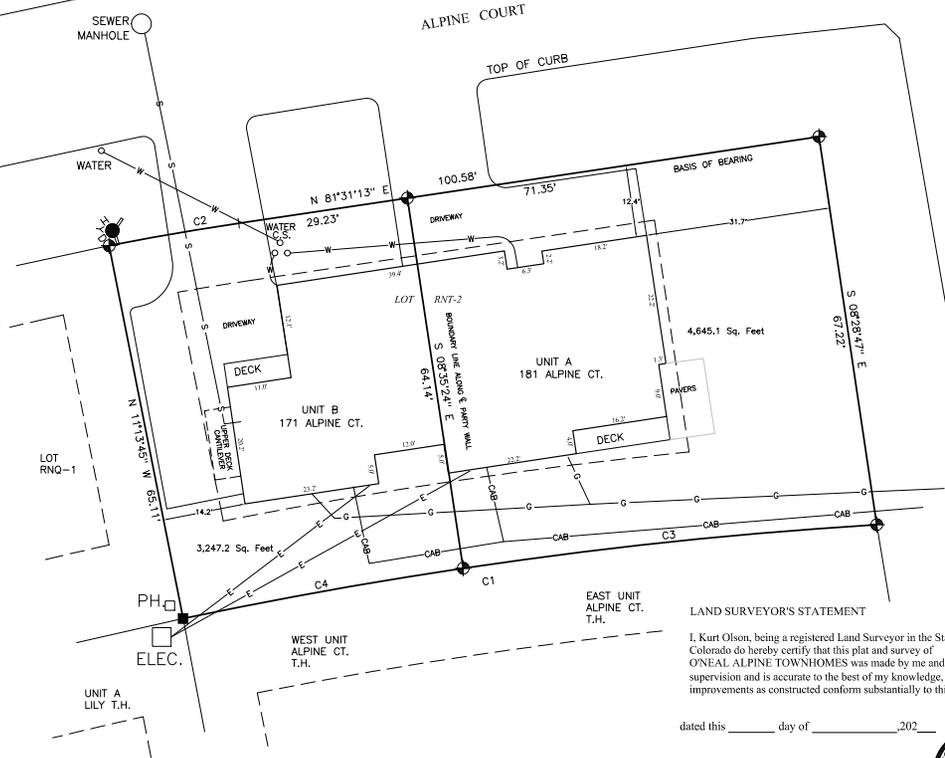
Chairperson, Gunnison County Board of Commissioners \_\_\_\_\_

Attest: \_\_\_\_\_  
Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, Reception Number \_\_\_\_\_, Time \_\_\_\_\_, Date \_\_\_\_\_

Gunnison County Clerk and Recorder \_\_\_\_\_



LAND SURVEYOR'S STATEMENT

I, Kurt Olson, being a registered Land Surveyor in the State of Colorado do hereby certify that this plat and survey of O'NEAL ALPINE TOWNHOMES was made by me and under my supervision and is accurate to the best of my knowledge, and the improvements as constructed conform substantially to this map.

dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_

Kurt Olson  
Colo. Licensed Professional Land Surveyor No. 35576  
P. O. Box 1657  
Crested Butte, CO 81224 - 1657



SURVEY NOTES:

- MATHEMATICAL AND EASEMENT INFORMATION WAS OBTAINED FROM THE RECORD PLAT OF "SKYLAND RIVER NEIGHBORHOOD" SUBDIVISION, GUNNISON COUNTY RECORDS.
- UNDERGROUND UTILITY LOCATIONS PROVIDED BY BUILDER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_

Kendall K. Burgemeister, Attorney Reg. No. 41593

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Potential Upcoming Legislation Discussion

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Discussion for the Board to decide on positions they'd like to take for the upcoming legislations

**Fiscal Impact:**

**Submitted by:** Holly Perry

**Submitter's Email Address:** hperry@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 1/27/2026

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/27/26

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/27/2026

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/29/2026

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 90

Agenda Date: 2/3/2026

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Second Regular Session  
Seventy-fifth General Assembly  
STATE OF COLORADO

INTRODUCED

LLS NO. 26-0434.02 Ken Fowler x2372

SENATE BILL 26-035

---

SENATE SPONSORSHIP

Roberts,

HOUSE SPONSORSHIP

(None),

---

Senate Committees  
Transportation & Energy

House Committees

---

A BILL FOR AN ACT

101 CONCERNING AN INCREASE OF TRAFFIC VIOLATION PENALTIES.

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Bill Summary

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)*

The bill increases the penalties for illegally overtaking a vehicle on the left in a no-passing zone and clarifies that no-passing zones are indicated by a solid yellow line or line pavement markings. The bill requires the Colorado department of transportation to prioritize installing signage on roadways with increased incidents of illegal overtaking on the left.

The bill increases the penalties for multiple speeding violations within a one-year, 2-year, or 5-year period. The bill requires that drivers

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
*Capital letters or bold & italic numbers indicate new material to be added to existing law.*  
*Dashes through the words or numbers indicate deletions from existing law.*

who have multiple speeding violations within a one-year, 2-year, or 5-year period receive a summons and complaint upon committing their violation instead of a penalty assessment notice.

---

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1. Legislative declaration.** (1) The general assembly  
3 finds and declares that:

4 (a) Colorado has experienced a concerning rise in deadly traffic  
5 collisions in recent years, including multiple head-on and other fatal  
6 crashes on rural highways and across the state that have claimed  
7 numerous lives;

8 (b) Official data from the Colorado department of transportation  
9 and Colorado state patrol indicate that speeding remains a leading factor  
10 in traffic fatalities, contributing to hundreds of deaths annually and  
11 representing a substantial proportion of all motor vehicle fatalities in the  
12 state;

13 (c) Aggressive driving behaviors, such as illegally overtaking a  
14 vehicle on the left in no-passing zones, and repeated excessive speeding  
15 violations significantly increase the risk of serious injury and death on  
16 Colorado roadways and undermine efforts to protect all road users;

17 (d) There is demonstrated need to clarify existing statutory  
18 definitions of no-passing zones, including that they are indicated by solid  
19 yellow line or line pavement markings, and to strengthen enforcement and  
20 penalties to deter these dangerous behaviors; and

21 (e) Prioritizing the installation of appropriate warning and  
22 regulatory signage on roadways with elevated incident rates of illegal  
23 passing and other hazardous driving behaviors, as well as ensuring that  
24 drivers with multiple repeated violations face more stringent procedural

1 and penalty consequences, will enhance public safety and help reduce  
2 preventable traffic crashes and fatalities throughout Colorado.

3 **SECTION 2.** In Colorado Revised Statutes, 42-2-127, **amend**  
4 (5)(i) as follows:

5 **42-2-127. Authority to suspend license - to deny license - type**  
6 **of conviction - points.**

7 (5) Point system schedule:

8 Type of conviction	Points
9 (i) Improper passing . . . . .	4 8

10 **SECTION 3.** In Colorado Revised Statutes, 42-4-1005, **amend**  
11 (3) and (5); and **add** (3.5) as follows:

12 **42-4-1005. Limitations on overtaking on the left.**

13 (3) The department of transportation and local authorities are  
14 authorized to determine those portions of any highway under their  
15 respective jurisdictions where overtaking and passing or driving on the  
16 left side of the roadway would be especially hazardous and may, by  
17 appropriate signs or THE BEGINNING AND END OF SOLID YELLOW LINE  
18 PAVEMENT OR LINE PAVEMENT markings on the roadway, indicate the  
19 beginning and end of ~~such~~ THE zones. Where ~~such~~ signs or SOLID YELLOW  
20 LINE OR LINE PAVEMENT markings are in place to define a no-passing zone  
21 and ~~such~~ THE signs or markings are clearly visible to an ordinarily  
22 observant person, ~~no~~ A driver shall NOT drive on the left side of the  
23 roadway within ~~such~~ THE no-passing zone or on the left side of any  
24 pavement striping designed to mark ~~such~~ THE no-passing zone throughout  
25 its length.

26 (3.5) WITHIN EXISTING RESOURCES, THE DEPARTMENT OF  
27 TRANSPORTATION SHALL PRIORITIZE INSTALLING SIGNAGE ON ROADWAYS

1 WITH INCREASED CRASHES RESULTING FROM INCIDENTS OF ILLEGAL  
2 OVERTAKING ON THE LEFT IN NO-PASSING ZONES. INCREASED CRASHES  
3 RESULTING FROM INCIDENTS OF ILLEGAL OVERTAKING ON THE LEFT ARE  
4 MEASURED AS AN INCREASE OF CRASHES RESULTING FROM INCIDENTS OF  
5 ILLEGAL OVERTAKING ON THE LEFT IN NO-PASSING ZONES OVER THE  
6 PREVIOUS YEAR'S NUMBER OF CRASHES AS REPORTED BY THE STATEWIDE  
7 CRASH DATA LISTING MAINTAINED BY THE DEPARTMENT OF  
8 TRANSPORTATION, AS REQUIRED BY 23 U.S.C. SEC. 148 AND 23 U.S.C.  
9 SEC. 405.

10 (5) ~~Any~~ A person who violates any provision of this section  
11 commits a class A traffic infraction. THE PENALTY IMPOSED PURSUANT TO  
12 SECTION 42-4-1701 (4)(a)(I)(K) FOR A VIOLATION OF THIS SECTION IS  
13 MANDATORY, AND THE COURT SHALL NOT SUSPEND ANY PORTION OF THE  
14 PENALTY.

15 **SECTION 4.** In Colorado Revised Statutes, 42-4-1101, **add** (13)  
16 as follows:

17 **42-4-1101. Speed limits - penalties.**

18 (13) THE DEPARTMENT SHALL ASSESS THE FOLLOWING PENALTY  
19 FOR DRIVING IN EXCESS OF THE REASONABLE AND PRUDENT SPEED OR  
20 DRIVING IN EXCESS OF THE MAXIMUM LAWFUL SPEED OF SEVENTY-FIVE  
21 MILES PER HOUR:

22 (a) FOR A SECOND VIOLATION IN A TWELVE-MONTH PERIOD: TWO  
23 POINTS IN ADDITION TO THE NUMBER OF POINTS DESCRIBED IN SECTION  
24 42-2-127 (5)(f) FOR THE VIOLATION;

25 (b) FOR A THIRD OR SUBSEQUENT VIOLATION IN A  
26 TWENTY-FOUR-MONTH PERIOD: FOUR POINTS IN ADDITION TO THE NUMBER  
27 OF POINTS DESCRIBED IN SECTION 42-2-127 (5)(f) FOR THE VIOLATION;

1 AND

2 (c) FOR A FIFTH OR SUBSEQUENT VIOLATION IN A FIVE-YEAR  
3 PERIOD: EIGHT POINTS IN ADDITION TO THE NUMBER OF POINTS DESCRIBED  
4 IN SECTION 42-2-127 (5)(f) FOR THE VIOLATION.

5 **SECTION 5.** In Colorado Revised Statutes, 42-4-1701, **amend**  
6 (5)(c)(I) introductory portion, and (5)(c)(I)(D); and **add** (5)(c)(I)(E) as  
7 follows:

8 **42-4-1701. Traffic offenses and infractions classified -**  
9 **penalties - penalty and surcharge schedule - repeal.**

10 (5) (c) (I) The penalty and surcharge schedules of subsection (4)  
11 of this section and the penalty assessment notice provisions of ~~paragraphs~~  
12 ~~(a) and (b) of this subsection (5) shall~~ SUBSECTIONS (5)(a) AND (5)(b) OF  
13 THIS SECTION DO NOT apply to violations constituting misdemeanors, petty  
14 offenses, or misdemeanor traffic offenses not specified in ~~said~~ subsection  
15 (4) of this section, nor ~~shall~~ DO they apply to the violations constituting  
16 misdemeanors, petty offenses, misdemeanor traffic offenses, or traffic  
17 infractions specified in ~~said~~ subsection (4) of this section when it appears  
18 that:

19 (D) The defendant has, in the course of the same transaction,  
20 violated one of the provisions of this title specified in the penalty and  
21 surcharge schedules in subsection (4) of this section and has also violated  
22 one or more provisions of this title not so specified, and the peace officer  
23 charges such defendant with two or more violations, any one of which is  
24 not specified in the penalty and surcharge schedules in subsection (4) of  
25 this section; OR

26 (E) THE DEFENDANT IS SUBJECT TO THE PENALTIES SET FORTH IN  
27 SECTION 42-4-1101 (13) FOR DRIVING IN EXCESS OF THE REASONABLE AND

1 PRUDENT SPEED OR DRIVING IN EXCESS OF THE MAXIMUM LAWFUL SPEED  
2 OF SEVENTY-FIVE MILES PER HOUR MORE THAN ONCE IN A TWELVE-MONTH  
3 PERIOD, MORE THAN TWICE IN A TWENTY-FOUR-MONTH PERIOD, OR MORE  
4 THAN FOUR TIMES IN A FIVE-YEAR PERIOD.

5 **SECTION 6. Act subject to petition - effective date -**  
6 **applicability.** (1) This act takes effect at 12:01 a.m. on the day following  
7 the expiration of the ninety-day period after final adjournment of the  
8 general assembly (August 12, 2026, if adjournment sine die is on May 13,  
9 2026); except that, if a referendum petition is filed pursuant to section 1  
10 (3) of article V of the state constitution against this act or an item, section,  
11 or part of this act within such period, then the act, item, section, or part  
12 will not take effect unless approved by the people at the general election  
13 to be held in November 2026 and, in such case, will take effect on the  
14 date of the official declaration of the vote thereon by the governor.

15 (2) This act applies to traffic infractions committed on or after the  
16 applicable effective date of this act.

Second Regular Session  
Seventy-fifth General Assembly  
STATE OF COLORADO

INTRODUCED

LLS NO. 26-0400.01 Owen Hatch x2698

SENATE BILL 26-070

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SENATE SPONSORSHIP

**Amabile and Zamora Wilson**, Gonzales J., Hinrichsen, Marchman, Wallace

HOUSE SPONSORSHIP

**Zokaie and Nguyen**, Brown, Camacho, Garcia, Lieder, Martinez, McCormick, Smith, Titone, Velasco

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**Senate Committees**  
Judiciary

**House Committees**

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A BILL FOR AN ACT

101 CONCERNING PROHIBITING A GOVERNMENT ENTITY FROM ACCESSING  
102 A DATABASE THAT STORES HISTORICAL LOCATION  
103 INFORMATION.

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**Bill Summary**

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)*

The bill prohibits a government entity from accessing a database that reveals an individual's or a vehicle's historical location information, subject to certain exceptions. The bill prohibits a government entity from sharing historical location information with third parties or government agencies outside their jurisdiction, subject to certain exceptions, and

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
*Capital letters or bold & italic numbers indicate new material to be added to existing law.*  
*Dashes through the words or numbers indicate deletions from existing law.*

makes historical location information not a public record for the purposes of the "Colorado Open Records Act".

The bill requires a government entity that collects historical location information to adopt a policy to maintain compliance with the provisions of the regulatory scheme.

An enforcement action is created for the attorney general to enforce the provisions of the bill. Historical location information obtained in violation of the prohibitions of the bill are inadmissible in trial.

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1 *Be it enacted by the General Assembly of the State of Colorado:*

2           **SECTION 1. Short title.** The short title of this act is the  
3 "Protecting Everyone from Excessive Police Surveillance (PEEPS) Act"  
4 or "PEEPS Act".

5           **SECTION 2. Legislative declaration - legislative intent.**

6 (1) The general assembly finds and declares that:

7           (a) Technological advances and the growth of commercial data  
8 systems have enabled the routine collection, aggregation, storage, and  
9 sale of historical location information relating to individuals and vehicles,  
10 including information derived from cameras, license plate readers,  
11 cellular networks, and other technologies;

12           (b) Historical location information is highly sensitive in nature  
13 and, when accessed over time, can reveal detailed and personal  
14 information about an individual's movements, associations, habits, and  
15 daily activities;

16           (c) Government access to historical location information through  
17 privately or publicly maintained databases, rather than through direct  
18 observation or narrowly targeted collection, presents unique risks of  
19 overbroad surveillance and may occur outside traditional legal processes  
20 and safeguards;

21           (d) The availability of commercial and third-party databases

1 containing historical location information has created pathways for  
2 government entities to obtain such information without a warrant, court  
3 order, or clearly articulated statutory authority;

4 (e) Sharing of historical location information with third parties or  
5 with government agencies outside a government entity's jurisdiction,  
6 absent clear limits and accountability measures, increases the risk of  
7 misuse, unauthorized secondary use, and erosion of public trust;

8 (f) Establishing clear statutory guardrails governing when and  
9 how government entities may access, use, and share historical location  
10 information promotes transparency, accountability, and consistent  
11 application of privacy protections across jurisdictions; and

12 (g) The general assembly recognizes the essential role of  
13 government entities, including law enforcement and emergency service  
14 providers, in protecting public safety, and acknowledges that limited and  
15 clearly defined exceptions are necessary to allow appropriate access to  
16 historical location information in specific circumstances.

17 (2) It is the general assembly's intent to regulate government  
18 access to databases containing historical location information; to restrict  
19 the sharing of such information, except in narrow, well-defined  
20 circumstances; to require oversight, record keeping, and compliance  
21 policies when historical location information is collected; and to ensure  
22 meaningful remedies and enforcement for violations of these protections.

23 **SECTION 3.** In Colorado Revised Statutes, **add** 16-3-313 as  
24 follows:

25 **16-3-313. Prohibition on access to a historical location**  
26 **information database - individual or vehicle - evidence inadmissible**  
27 **in court - definitions.**

1 (1) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE  
2 REQUIRES:

3 (a) "ACCESS" MEANS VIEWING, QUERYING, RETRIEVING, COPYING,  
4 TRANSMITTING, ANALYZING, OR OTHERWISE USING A DATABASE AS  
5 DEFINED IN THIS SECTION, WHETHER MANUALLY OR AUTOMATICALLY.

6 (b) "COLLECT" MEANS USING TECHNOLOGY TO RECORD  
7 INFORMATION ABOUT AN INDIVIDUAL'S OR VEHICLE'S PHYSICAL LOCATIONS  
8 OR MOVEMENTS.

9 (c) "DATABASE" MEANS A PHYSICAL OR DIGITAL INFORMATION  
10 STORAGE SYSTEM, WHETHER PUBLICLY OR PRIVATELY OWNED, THAT  
11 CONTAINS PHOTOS, VIDEOS, LICENSE PLATE DATA, FACIAL RECOGNITION  
12 DATA, CELL SITE LOCATION DATA, OR ANY COMBINATION OF THESE.

13 (d) "GOVERNMENT ENTITY" HAS THE MEANING SET FORTH IN  
14 SECTION 16-3-303.5.

15 (e) "GOVERNMENT OFFICIAL" MEANS ANY OFFICER, EMPLOYEE,  
16 AGENT, CONTRACTOR, OR REPRESENTATIVE OF A GOVERNMENT ENTITY.

17 (f) (I) "HISTORICAL LOCATION INFORMATION" MEANS  
18 INFORMATION THAT, WHEN ACCESSED, REVEALS THE LOCATIONS OF AN  
19 INDIVIDUAL OR VEHICLE MORE THAN TWENTY-FOUR HOURS PRIOR TO THE  
20 DATE OF THE ACCESS.

21 (II) "HISTORICAL LOCATION INFORMATION" DOES NOT INCLUDE  
22 VIDEO OR IMAGE RECORDINGS GENERATED BY CAMERAS IN  
23 GOVERNMENT-OWNED BUILDINGS OR DASHBOARD CAMERAS AND  
24 BODY-WORN CAMERAS OWNED AND OPERATED BY A GOVERNMENT ENTITY,  
25 REGARDLESS OF WHETHER THE CAMERA TRANSMITS, STORES, OR BACKS UP  
26 A RECORDING TO A LOCAL OR CENTRALIZED STORAGE SYSTEM, SO LONG  
27 AS:

1 (A) THE RECORDING IS NOT INDEXED, SEARCHABLE, OR ANALYZED  
2 BY A UNIQUE IDENTIFIER, INCLUDING AN IDENTIFIER TIED TO A VEHICLE OR  
3 INDIVIDUAL, SUCH AS A BIOMETRIC IDENTIFIER, BUT NOT INCLUDING AN  
4 IDENTIFIER FOR THE INDIVIDUAL OR VEHICLE CARRYING THE CAMERA OR  
5 AN IDENTIFIER CONNECTING THE RECORDING TO A PARTICULAR CASE OR  
6 INCIDENT NUMBER, FOR THE PURPOSE OF TRACKING OR RECONSTRUCTING  
7 AN INDIVIDUAL'S OR VEHICLE'S HISTORICAL LOCATION INFORMATION; AND

8 (B) ACCESS TO THE RECORDING DOES NOT REVEAL AN  
9 INDIVIDUAL'S OR VEHICLE'S HISTORICAL LOCATION INFORMATION  
10 THROUGH A DATABASE QUERY OR SIMILAR SEARCH PROCESS.

11 (g) "SUPERVISOR" MEANS A GOVERNMENT OFFICIAL WHO  
12 POSSESSES THE AUTHORITY TO DIRECT AND DISCIPLINE ONE OR MORE  
13 GOVERNMENT OFFICIALS WITHIN A GOVERNMENT ENTITY.

14 (h) "WARRANT" HAS THE MEANING SET FORTH IN THIS ARTICLE 3.  
15 "WARRANT" DOES NOT MEAN A SUBPOENA.

16 (2) A GOVERNMENT OFFICIAL SHALL NOT ACCESS A DATABASE  
17 THAT REVEALS HISTORICAL LOCATION INFORMATION, EXCEPT:

18 (a) WHEN THE GOVERNMENT OFFICIAL HAS OBTAINED A VALID  
19 JUDICIAL WARRANT ISSUED PURSUANT TO THIS PART 3 TO ACCESS THE  
20 DATABASE;

21 (b) WHEN AN INDIVIDUAL GIVES EXPRESS CONSENT TO THEIR  
22 SPECIFIC HISTORICAL LOCATION INFORMATION BEING REVEALED TO A  
23 SPECIFIC GOVERNMENT OFFICIAL OR ENTITY, SO LONG AS THE CONSENT  
24 DOES NOT ALLOW THE GOVERNMENT OFFICIAL OR ENTITY TO ACCESS THE  
25 HISTORICAL LOCATION INFORMATION OF AN INDIVIDUAL WHO HAS NOT  
26 CONSENTED;

27 (c) WHEN THE REGISTERED OWNER OF A VEHICLE REPORTS THE

1 VEHICLE LOST OR STOLEN AND VOLUNTARILY CONSENTS TO THE VEHICLE'S  
2 HISTORICAL LOCATION INFORMATION BEING SEARCHED;

3 (d) WHEN EXIGENT CIRCUMSTANCES MAKE OBTAINING A WARRANT  
4 IMPRACTICAL BEFORE THE EXIGENCY EXPIRES; OR

5 (e) WHEN A GOVERNMENT OFFICIAL IS CARRYING OUT ANY OF THE  
6 FOLLOWING PURPOSES AND USES THE HISTORICAL LOCATION INFORMATION  
7 SOLELY FOR THE PURPOSE OF:

8 (I) TOLL COLLECTION AND ENFORCEMENT, AUTHORIZED PURSUANT  
9 TO SECTION 43-4-808;

10 (II) TRAFFIC ENFORCEMENT, AUTHORIZED PURSUANT TO SECTION  
11 42-4-110.5;

12 (III) PARKING ENFORCEMENT; OR

13 (IV) INFORMATION SECURITY AS NECESSARY TO IMPLEMENT THE  
14 REQUIREMENTS OF SUBSECTION (3) OF THIS SECTION.

15 (3) (a) A GOVERNMENT OFFICIAL OR ENTITY THAT COLLECTS  
16 HISTORICAL LOCATION INFORMATION SHALL NOT SHARE IT OUTSIDE THE  
17 OFFICIAL'S OR ENTITY'S JURISDICTION, EXCEPT FOR A REASON SET FORTH  
18 IN SUBSECTION (2) OF THIS SECTION OR PURSUANT TO A VALID COURT  
19 ORDER.

20 (b) (I) A GOVERNMENT OFFICIAL OR ENTITY THAT COLLECTS  
21 HISTORICAL LOCATION INFORMATION SHALL NOT SELL OR CONVEY IT TO  
22 A PRIVATE, NONGOVERNMENTAL THIRD PARTY FOR ANY REASON,  
23 WHETHER AS A MARKET TRANSACTION, A RESPONSE TO A PUBLIC RECORDS  
24 REQUEST, OR OTHERWISE, EXCEPT TO THE LIMITED EXTENT NECESSARY  
25 FOR A NONGOVERNMENTAL THIRD PARTY VENDOR, ACTING SOLELY AS A  
26 SERVICE PROVIDER TO THE GOVERNMENT OFFICIAL OR ENTITY, TO  
27 TEMPORARILY ACCESS THE HISTORICAL LOCATION INFORMATION FOR THE

1 SOLE PURPOSE OF DIAGNOSING, REPAIRING, OR CONDUCTING  
2 MAINTENANCE ON A TECHNICAL MALFUNCTION OR SOFTWARE DEFECT IN  
3 THE SYSTEM USED TO COLLECT THE HISTORICAL LOCATION INFORMATION.

4 (II) ACCESS BY A NONGOVERNMENTAL THIRD PARTY VENDOR TO  
5 HISTORICAL LOCATION INFORMATION SHALL:

6 (A) BE LIMITED IN SCOPE AND DURATION TO THE MINIMUM EXTENT  
7 NECESSARY TO RESOLVE THE IDENTIFIED MALFUNCTION OR DEFECT;

8 (B) PROHIBIT THE VENDOR FROM RETAINING, COPYING,  
9 AGGREGATING, ANALYZING, OR USING THE HISTORICAL LOCATION  
10 INFORMATION FOR ANY PURPOSE OTHER THAN RESOLVING THE  
11 MALFUNCTION OR DEFECT;

12 (C) PROHIBIT THE VENDOR FROM DISCLOSING THE HISTORICAL  
13 LOCATION INFORMATION TO ANY OTHER INDIVIDUAL OR ENTITY, UNLESS  
14 THE INDIVIDUAL OR ENTITY IS REQUIRED FOR ASSISTANCE IN RESOLVING  
15 THE MALFUNCTION OR DEFECT; AND

16 (D) REQUIRE THE VENDOR TO DELETE OR OTHERWISE RELINQUISH  
17 ACCESS TO THE HISTORICAL LOCATION INFORMATION IMMEDIATELY UPON  
18 RESOLUTION OF THE MALFUNCTION OR DEFECT.

19 (c) A GOVERNMENT OFFICIAL OR ENTITY THAT COLLECTS  
20 HISTORICAL LOCATION INFORMATION SHALL ADOPT A POLICY FOR  
21 COMPLIANCE WITH THIS SECTION THAT ENSURES:

22 (I) THE SECURITY AND ACCESS REGULATIONS OF THIS SECTION ARE  
23 ADHERED TO;

24 (II) THAT HISTORICAL LOCATION INFORMATION IS ENCRYPTED OR  
25 OTHERWISE RENDERED UNREADABLE TO AN UNAUTHORIZED USER USING  
26 METHODOLOGY OR TECHNOLOGY GENERALLY ACCEPTED IN THE FIELD OF  
27 INFORMATION SECURITY;

1 (III) THAT A GOVERNMENT OFFICIAL DOES NOT ACCESS A  
2 DATABASE CONTAINING HISTORICAL LOCATION INFORMATION, ABSENT A  
3 SHOWING TO A SUPERVISOR, AND, WITH WRITTEN APPROVAL FROM THE  
4 SUPERVISOR, THAT THE ACCESS COMPLIES WITH SUBSECTION (2) OF THIS  
5 SECTION;

6 (IV) A RECORD IS CREATED AND MAINTAINED EACH TIME  
7 HISTORICAL LOCATION INFORMATION IS ACCESSED. THE RECORD MUST  
8 INCLUDE:

9 (A) THE IDENTITY OF THE GOVERNMENT OFFICIAL AND ENTITY  
10 SEEKING ACCESS;

11 (B) THE SPECIFIC PURPOSE FOR WHICH ACCESS WAS SOUGHT;

12 (C) THE APPLICABLE EXCEPTION AS LISTED IN SUBSECTION (2) OF  
13 THIS SECTION AND THE SPECIFIC FACTUAL BASIS FOR THE SUPERVISOR  
14 BELIEVING THE EXCEPTION WAS APPLICABLE;

15 (D) THE SUPERVISOR'S WRITTEN APPROVAL THAT GRANTED  
16 ACCESS;

17 (E) THE FULL DESCRIPTION OF THE HISTORICAL LOCATION  
18 INFORMATION ACCESSED; AND

19 (F) REDACTIONS FOR LICENSE PLATE NUMBERS, FACIAL IMAGES, OR  
20 OTHER PERSONALLY IDENTIFIABLE INFORMATION;

21 (V) THAT THE RECORDS REQUIRED PURSUANT TO SUBSECTION  
22 (3)(c)(IV) OF THIS SECTION ARE AUDITED BY ONE OR MORE SUPERVISORS  
23 AT LEAST EVERY NINETY DAYS TO ENSURE COMPLIANCE WITH THIS  
24 SECTION. THE GOVERNMENT OFFICIAL OR ENTITY SHALL CREATE A  
25 WRITTEN STANDARDIZED POLICY OR PRACTICE FOR AN AUDIT THAT  
26 REQUIRES, AT MINIMUM:

27 (A) VERIFICATION THAT ALL INFORMATION REQUIRED PURSUANT

1 TO SUBSECTION (3)(c)(IV) OF THIS SECTION HAS BEEN PROVIDED;

2 (B) VERIFICATION THAT THE SPECIFIC PURPOSE FOR WHICH ACCESS  
3 WAS SOUGHT COMPLIES WITH THIS SECTION;

4 (C) VERIFICATION THAT THE SCOPE OF THE HISTORICAL LOCATION  
5 INFORMATION ACCESSED COMPLIES WITH THIS SECTION; AND

6 (D) THAT IN THE EVENT THE AUDITOR OR AUDITORS DETERMINE OR  
7 HAVE REASON TO BELIEVE THAT A GOVERNMENT OFFICIAL OR ENTITY HAS  
8 VIOLATED ANY PROVISION OF THIS SECTION, FURTHER INVESTIGATION OF  
9 THE ACTUAL OR SUSPECTED VIOLATION;

10 (VI) THE CREATION AND MAINTENANCE OF AN ANNUAL REPORT  
11 THAT BOTH COMPILES AND SUMMARIZES THE RECORDS DESCRIBED IN  
12 SUBSECTION (3)(c)(IV) OF THIS SECTION. THE REPORT MUST BE MADE  
13 AVAILABLE BY JUNE 30 OF EACH YEAR TO THE PUBLIC. THE ANNUAL  
14 REPORT MUST INCLUDE THE NUMBER AND TYPE OF TECHNOLOGY DEVICES  
15 HELD BY A GOVERNMENT ENTITY THAT CAN COLLECT AN INDIVIDUAL'S OR  
16 VEHICLE'S PHYSICAL LOCATION OR MOVEMENTS, AND THE LOCATION  
17 WHERE THE DEVICES ARE DEPLOYED.

18 (VII) THAT ALL GOVERNMENT OFFICIALS WHOSE DUTIES INCLUDE  
19 ACCESSING A DATABASE THAT CONTAINS HISTORICAL LOCATION  
20 INFORMATION COMPLETE TRAINING ON HOW TO COMPLY WITH THIS  
21 SECTION AND THE COMPLIANCE POLICY ADOPTED PURSUANT TO THIS  
22 SECTION. THE TRAINING MUST NOT BE CREATED OR ADMINISTRATED BY A  
23 PRIVATE ENTITY WHOSE BUSINESS INVOLVES COLLECTING HISTORICAL  
24 LOCATION INFORMATION.

25 (d) (I) EXCEPT AS PROVIDED IN SUBSECTION (3)(d)(II) OF THIS  
26 SECTION, A GOVERNMENT OFFICIAL OR ENTITY THAT COLLECTS  
27 HISTORICAL LOCATION INFORMATION SHALL NOT RETAIN THE

1 INFORMATION FOR MORE THAN FOUR DAYS AFTER THE DATE THE  
2 INFORMATION IS COLLECTED.

3 (II) HISTORICAL LOCATION INFORMATION THAT WAS ACCESSED IN  
4 COMPLIANCE WITH SUBSECTION (2) OF THIS SECTION MAY ONLY BE  
5 RETAINED FOR FIVE DAYS OR MORE IF:

6 (A) A VALID JUDICIAL WARRANT OR VALID COURT ORDER  
7 EXPRESSLY AUTHORIZES THE GOVERNMENT OFFICIAL OR ENTITY TO RETAIN  
8 THE HISTORICAL LOCATION INFORMATION FOR A PERIOD OF FIVE DAYS OR  
9 LONGER; OR

10 (B) THE INFORMATION IS NECESSARY TO PRESERVE EVIDENCE IN  
11 AN ACTIVE CRIMINAL INVESTIGATION OR OTHER LEGAL PROCEEDING AND  
12 THE SUPERVISOR OF THE INVESTIGATION MAKES A WRITTEN  
13 DETERMINATION, BASED ON SPECIFIC AND ARTICULABLE FACTS, THAT  
14 RETAINING THE HISTORICAL LOCATION INFORMATION FOR FIVE DAYS OR  
15 MORE IS REQUIRED; OR

16 (C) AN INDIVIDUAL GIVES EXPRESS CONSENT TO THEIR SPECIFIC  
17 HISTORICAL LOCATION INFORMATION BEING REVEALED TO A SPECIFIC  
18 GOVERNMENT OFFICIAL OR ENTITY AND CONSENTS TO THEIR HISTORICAL  
19 LOCATION INFORMATION BEING KEPT FOR FIVE DAYS OR MORE, SO LONG AS  
20 THE CONSENT DOES NOT ALLOW THE GOVERNMENT OFFICIAL OR ENTITY TO  
21 ACCESS THE HISTORICAL LOCATION INFORMATION OF AN INDIVIDUAL WHO  
22 HAS NOT CONSENTED.

23 (III) UPON EXPIRATION OF THE APPLICABLE RETENTION PERIOD  
24 DESCRIBED IN THIS SUBSECTION (3)(d), THE GOVERNMENT OFFICIAL OR  
25 ENTITY SHALL PERMANENTLY DESTROY THE HISTORICAL LOCATION  
26 INFORMATION AND ANY COPIES OF THE INFORMATION IN A MANNER THAT  
27 RENDERS THE INFORMATION UNRECOVERABLE.

1 (IV) THE COMPLIANCE POLICY REQUIRED PURSUANT TO  
2 SUBSECTION (3)(c) OF THIS SECTION MUST INCLUDE PROCEDURES TO  
3 ENSURE TIMELY DESTRUCTION OF THE HISTORICAL LOCATION  
4 INFORMATION REQUIRED PURSUANT TO THIS SUBSECTION (3)(d) AND  
5 VERIFICATION OF DESTRUCTION.

6 (4) (a) HISTORICAL LOCATION INFORMATION ACCESSED IN  
7 VIOLATION OF THIS SECTION IS NOT ADMISSIBLE AS EVIDENCE IN ANY  
8 CRIMINAL OR CIVIL PROCEEDING OR ANY OTHER JUDICIAL, QUASI-JUDICIAL,  
9 OR ADMINISTRATIVE HEARING OR PROCEEDING.

10 (b) A GOVERNMENT ENTITY SHALL HAVE A WRITTEN, MANDATORY  
11 DISCIPLINARY POLICY THAT INCLUDES PROVISIONS FOR SUSPENDING OR  
12 REVOKING A GOVERNMENT OFFICIAL'S ACCESS TO ANY DATABASE THAT  
13 INCLUDES HISTORICAL LOCATION INFORMATION WHEN THE GOVERNMENT  
14 OFFICIAL VIOLATES ANY PROVISION OF THIS SECTION. A GOVERNMENT  
15 ENTITY SHALL NOT DEVIATE FROM ITS WRITTEN DISCIPLINARY POLICY  
16 AFTER A FINDING THAT A GOVERNMENT OFFICIAL VIOLATED A PROVISION  
17 OF THIS SECTION.

18 (5) A POLITICAL SUBDIVISION OF THE STATE SHALL NOT ADOPT A  
19 LAW OR POLICY THAT ALLOWS GOVERNMENT OFFICIALS OR ENTITIES TO  
20 ACCESS HISTORICAL LOCATION INFORMATION IN A MANNER LESS  
21 RESTRICTIVE THAN PROVIDED IN THIS SECTION.

22 (6) FOR PURPOSES OF THIS SECTION, A SUBPOENA IS NOT A VALID  
23 COURT ORDER.

24 **SECTION 4.** In Colorado Revised Statutes, 24-72-202, **amend**  
25 (6)(b)(XVII) and (6)(b)(XVIII); and **add** (6)(b)(XIX) as follows:

26 **24-72-202. Definitions.**

27 As used in this part 2, unless the context otherwise requires:

1 (6) (b) "Public records" does not include:

2 (XVII) A complaint of harassment or discrimination, as described  
3 in section 22-1-143, that is unsubstantiated and all records related to the  
4 unsubstantiated complaint, including records of an investigation into the  
5 complaint; or

6 (XVIII) Jail assessments conducted pursuant to section 30-10-530  
7 (5)(d) or 24-31-118; OR

8 (XIX) HISTORICAL LOCATION INFORMATION, AS DEFINED IN  
9 SECTION 16-3-313 (1).

10 **SECTION 5. Act subject to petition - effective date -**

11 **applicability.** (1) This act takes effect at 12:01 a.m. on the day following  
12 the expiration of the ninety-day period after final adjournment of the  
13 general assembly (August 12, 2026, if adjournment sine die is on May 13,  
14 2026); except that, if a referendum petition is filed pursuant to section 1  
15 (3) of article V of the state constitution against this act or an item, section,  
16 or part of this act within such period, then the act, item, section, or part  
17 will not take effect unless approved by the people at the general election  
18 to be held in November 2026 and, in such case, will take effect on the  
19 date of the official declaration of the vote thereon by the governor.

20 (2) This act applies to violations on or after the applicable  
21 effective date of this act.

Second Regular Session  
Seventy-fifth General Assembly  
STATE OF COLORADO

INTRODUCED

LLS NO. 26-0046.01 Caroline Martin x5902

HOUSE BILL 26-1001

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HOUSE SPONSORSHIP

Boesenecker and Mabrey,

SENATE SPONSORSHIP

Exum and Gonzales J.,

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House Committees

Transportation, Housing & Local Government

Senate Committees

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A BILL FOR AN ACT

101 CONCERNING THE PROMOTION OF RESIDENTIAL DEVELOPMENTS ON  
102 QUALIFYING PROPERTIES.

---

Bill Summary

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)*

The bill requires a subject jurisdiction, on or after December 31, 2027, to allow a residential development to be constructed on a qualifying property that does not contain an exempt parcel, subject to an administrative approval process. A qualifying property is real property that contains no more than 5 acres of land and is owned by:

- A nonprofit organization with a demonstrated history of

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
Capital letters or bold & italic numbers indicate new material to be added to existing law.  
Dashes through the words or numbers indicate deletions from existing law.

- providing affordable housing;
- A nonprofit organization that provides public transit;
- A nonprofit organization that has entered into an agreement with another nonprofit organization with a demonstrated history of providing affordable housing, provided that the agreement requires the nonprofit organization with a demonstrated history of providing affordable housing to develop a residential development on the property;
- A school district;
- A state college or university;
- A housing authority; or
- A local or regional transit district or a regional transportation authority serving one or more counties.

If a subject jurisdiction requests, as part of an initial development application, that a nonprofit organization with a demonstrated history of providing affordable housing provide documentation that it meets required criteria, the nonprofit organization shall provide the documentation.

A subject jurisdiction shall not:

- Disallow construction of a residential development on a qualifying property on the basis of height if the tallest structure in the residential development is no more than 3 stories or 45 feet tall;
- Disallow construction of a residential development on a qualifying property on the basis of height if the tallest structure in the residential development complies with the height-related standards for the zoning district in which the residential development will be built or any zoning district that is contiguous to the qualifying property on which the residential development will be built;
- Disallow construction of a residential development on a qualifying property based on the number of dwelling units that the residential development will contain, except in accordance with standards listed in the bill; or
- Apply standards to a residential development on a qualifying property that are more restrictive than the standards the subject jurisdiction applies to similar housing constructed within the subject jurisdiction, including standards related to structure setbacks from property lines; lot coverage or open space; on-site parking requirements; numbers of bedrooms in a multifamily residential development; on-site landscaping, screening, and buffering requirements; or minimum dwelling units per acre.

Provided that the uses are allowed conditionally or by right within the zoning district in which a qualifying property is located, a subject

jurisdiction shall allow the following uses in a residential development on a qualifying property:

- Child care; and
- The provision of recreational, social, or educational services provided by community organizations for use by the residents of the residential development and the surrounding community.

The bill requires the owner of a qualifying property to notify the county assessor that a subject jurisdiction has allowed the construction of a residential development on a qualifying property within the county.

---

*Be it enacted by the General Assembly of the State of Colorado:*

**SECTION 1. Short title.** The short title of this act is the "Housing Opportunities Made Easier (HOME) Act".

**SECTION 2.** In Colorado Revised Statutes, 29-35-103, **add** (2.5) as follows:

**29-35-103. Definitions.**

(2.5) "AIRPORT INFLUENCE AREA" MEANS AN AREA SURROUNDING AN AIRPORT THAT A LOCAL GOVERNMENT HAS DESIGNATED AS UNSUITABLE FOR RESIDENTIAL DEVELOPMENT BECAUSE:

- (a) DEVELOPMENT COULD IMPACT AIRPORT OPERATIONS; OR
- (b) AIRPORT NOISE OR SAFETY HAZARDS COULD AFFECT THE AREA.

**SECTION 3.** In Colorado Revised Statutes, **add** part 5 to article 35 of title 29 as follows:

PART 5  
RESIDENTIAL DEVELOPMENT ON  
QUALIFYING PROPERTIES

**29-35-501. Definitions.**

AS USED IN THIS PART 5, UNLESS THE CONTEXT OTHERWISE REQUIRES:

- (1) "DWELLING UNIT" HAS THE MEANING SET FORTH IN SECTION

1 29-35-402 (8).

2 (2) "EXEMPT PARCEL" MEANS:

3 (a) A PARCEL THAT IS:

4 (I) NOT SERVED BY A DOMESTIC WATER AND SEWAGE TREATMENT

5 SYSTEM, AS DEFINED IN SECTION 24-65.1-104 (5);

6 (II) SERVED BY A WELL THAT IS NOT CONNECTED TO A WATER

7 DISTRIBUTION SYSTEM, AS DEFINED IN SECTION 25-9-102 (6); OR

8 (III) SERVED BY A SEPTIC TANK, AS DEFINED IN SECTION

9 25-10-103 (18);

10 (b) A PARCEL WHERE RESIDENTIAL USE IS PREVENTED OR LIMITED

11 BY STATE REGULATION, FEDERAL REGULATION, OR DEED RESTRICTION

12 PURSUANT TO:

13 (I) FEDERAL AVIATION ADMINISTRATION RESTRICTIONS PURSUANT

14 TO 14 CFR 77 OR 49 U.S.C. CHAPTER 471;

15 (II) AN ENVIRONMENTAL COVENANT PURSUANT TO SECTIONS

16 25-15-318 TO 25-15-323; OR

17 (III) FLAMMABLE GAS OVERLAY ZONING DISTRICT RESTRICTIONS;

18 (c) A PARCEL THAT IS SUBJECT TO A CONSERVATION EASEMENT;

19 (d) A PARCEL THAT IS LOCATED WITHIN AN AIRPORT INFLUENCE

20 AREA; OR

21 (e) A HISTORIC PROPERTY THAT IS LOCATED OUTSIDE OF A

22 HISTORIC DISTRICT.

23 (3) "HISTORIC DISTRICT" HAS THE MEANING SET FORTH IN SECTION

24 29-35-402 (10).

25 (4) "HISTORIC PROPERTY" HAS THE MEANING SET FORTH IN

26 SECTION 29-35-402 (11).

27 (5) "NONPROFIT ORGANIZATION WITH A DEMONSTRATED HISTORY

1 OF PROVIDING AFFORDABLE HOUSING" MEANS A NONPROFIT  
2 ORGANIZATION THAT, WITHIN THE LAST FIVE YEARS, HAS:

3 (a) DEVELOPED PROJECTS WHICH HAVE RECEIVED FEDERAL  
4 LOW-INCOME HOUSING TAX CREDITS OR STATE AFFORDABLE HOUSING  
5 CREDITS;

6 (b) BEEN AWARDED FUNDING THROUGH THE FEDERAL "HOME  
7 INVESTMENT PARTNERSHIPS PROGRAM", 24 CFR 92.1, ET SEQ.;

8 (c) BEEN AWARDED FUNDING TO SUPPORT THE CREATION,  
9 PRESERVATION, OR REHABILITATION OF AFFORDABLE HOUSING FROM THE  
10 COLORADO DEPARTMENT OF LOCAL AFFAIRS; THE COLORADO HOUSING  
11 AND FINANCE AUTHORITY; THE COLORADO OFFICE OF ECONOMIC  
12 DEVELOPMENT AND INTERNATIONAL TRADE; OR A LOCAL GOVERNMENT;

13 (d) OWNED PROPERTY THAT IS EXEMPT FROM PROPERTY TAXATION  
14 PURSUANT TO SECTION 39-3-113.5;

15 (e) BEEN CERTIFIED AS A COMMUNITY HOUSING DEVELOPMENT  
16 ORGANIZATION PURSUANT TO 24 CFR 92.2 AND, TOGETHER WITH THE  
17 COLORADO DIVISION OF HOUSING OR A LOCAL GOVERNMENT, IS A PARTY  
18 TO A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION OPERATING  
19 AGREEMENT;

20 (f) BEEN APPROVED BY THE COLORADO DIVISION OF HOUSING AS  
21 AN "APPROVED NONPROFIT ORGANIZATION" PURSUANT TO SECTION  
22 39-22-548 AND ENGAGED IN THE DEVELOPMENT OR OPERATIONAL SERVICE  
23 OF SUPPORTIVE HOUSING PURSUANT TO SECTION 39-22-548 (2)(h); OR

24 (g) OWNED PROPERTY FOR WHICH THE ORGANIZATION RECEIVED  
25 A CERTIFICATE OF OCCUPANCY FOR LONG-TERM AFFORDABLE HOUSING,  
26 AND CAN PRODUCE THAT CERTIFICATE OF OCCUPANCY, A RESTRICTED USE  
27 COVENANT, OR A SIMILAR RECORDED AGREEMENT THAT ENSURES

1 AFFORDABILITY.

2 (6) "QUALIFYING PRIVATE PROPERTY" MEANS REAL PROPERTY  
3 THAT CONTAINS NO MORE THAN FIVE ACRES OF LAND AND IS OWNED BY:

4 (a) A NONPROFIT ORGANIZATION WITH A DEMONSTRATED HISTORY  
5 OF PROVIDING AFFORDABLE HOUSING;

6 (b) A NONPROFIT ORGANIZATION THAT PROVIDES PUBLIC TRANSIT;

7 OR

8 (c) A NONPROFIT ORGANIZATION THAT HAS ENTERED INTO AN  
9 AGREEMENT WITH ANOTHER NONPROFIT ORGANIZATION WITH A  
10 DEMONSTRATED HISTORY OF PROVIDING AFFORDABLE HOUSING, PROVIDED  
11 THAT THE AGREEMENT REQUIRES THE NONPROFIT ORGANIZATION WITH A  
12 DEMONSTRATED HISTORY OF PROVIDING AFFORDABLE HOUSING, OR ITS  
13 SUCCESSOR ORGANIZATION, TO DEVELOP A RESIDENTIAL DEVELOPMENT ON  
14 THE PROPERTY.

15 (7) "QUALIFYING PROPERTY" MEANS A QUALIFYING PRIVATE  
16 PROPERTY OR A QUALIFYING PUBLIC PROPERTY.

17 (8) "QUALIFYING PUBLIC PROPERTY" MEANS REAL PROPERTY THAT  
18 CONTAINS NO MORE THAN FIVE ACRES OF LAND AND IS OWNED BY:

19 (a) A SCHOOL DISTRICT, AS DEFINED IN SECTION 22-30-103;

20 (b) A STATE COLLEGE OR UNIVERSITY, AS DEFINED IN SECTION  
21 23-2-102;

22 (c) A HOUSING AUTHORITY CREATED PURSUANT TO SECTION  
23 29-1-204.5, 29-4-204, 29-4-402, OR 29-4-503; OR

24 (d) A LOCAL OR REGIONAL TRANSIT DISTRICT OR A REGIONAL  
25 TRANSPORTATION AUTHORITY SERVING ONE OR MORE COUNTIES.

26 (9) "RESIDENTIAL DEVELOPMENT" MEANS A DEVELOPMENT:

27 (a) WITH ONE OR MORE STRUCTURES THAT CONTAIN PERMANENT

1 DWELLING UNITS;

2 (b) THAT DOES NOT CONTAIN ANY TEMPORARY HOUSING OR  
3 SHELTER SPACE; AND

4 (c) THAT HAS A PRIMARY PURPOSE OF RESIDENTIAL USE.

5 (10) "SIMILAR HOUSING" MEANS HOUSING THAT IS SIMILAR IN  
6 FORM AND NUMBER OF DWELLING UNITS.

7 (11) "SUBJECT JURISDICTION" MEANS A LOCAL GOVERNMENT THAT  
8 HAD A POPULATION GREATER THAN TWO THOUSAND PEOPLE AS OF THE  
9 LAST UNITED STATES CENSUS.

10 **29-35-502. Residential developments on qualifying properties.**

11 (1) **Residential developments on qualifying properties.** ON OR  
12 AFTER DECEMBER 31, 2027, SUBJECT TO AN ADMINISTRATIVE APPROVAL  
13 PROCESS AND IN ACCORDANCE WITH THIS PART 5, A SUBJECT JURISDICTION  
14 SHALL ALLOW A RESIDENTIAL DEVELOPMENT TO BE CONSTRUCTED ON A  
15 QUALIFYING PROPERTY IF THE QUALIFYING PROPERTY DOES NOT CONTAIN  
16 AN EXEMPT PARCEL.

17 (2) **Verification of nonprofit status.** A SUBJECT JURISDICTION  
18 MAY REQUEST, AS PART OF AN INITIAL DEVELOPMENT APPLICATION, THAT  
19 A NONPROFIT ORGANIZATION WITH A DEMONSTRATED HISTORY OF  
20 PROVIDING AFFORDABLE HOUSING PROVIDE DOCUMENTATION THAT IT  
21 MEETS ANY ONE OF THE CRITERIA LISTED IN SECTION 29-35-501 (5). THE  
22 NONPROFIT ORGANIZATION SHALL PROVIDE THE REQUESTED  
23 DOCUMENTATION BUT IS NOT REQUIRED TO PROVIDE DOCUMENTATION OF  
24 MORE THAN ONE OF THE CRITERIA LISTED IN SECTION 29-35-501 (5) TO BE  
25 VERIFIED BY THE SUBJECT JURISDICTION.

26 (3) **Subject jurisdiction administrative practices.** NOTHING IN  
27 THIS SECTION PREVENTS A SUBJECT JURISDICTION FROM:

1 (a) APPLYING AND ENFORCING INFRASTRUCTURE STANDARDS IN  
2 LOCAL LAW DURING THE ADMINISTRATIVE APPROVAL PROCESS, INCLUDING  
3 STANDARDS RELATED TO UTILITIES, TRANSPORTATION, OR PUBLIC WORKS  
4 CODES;

5 (b) APPLYING AND ENFORCING A LOCALLY ADOPTED LIFE SAFETY  
6 CODE, INCLUDING A BUILDING, FIRE, UTILITY, OR STORMWATER CODE;

7 (c) APPLYING AND ENFORCING REGULATIONS RELATED TO HUMAN  
8 AND ENVIRONMENTAL HEALTH AND SAFETY, INCLUDING OIL AND GAS  
9 SETBACKS, FLOODPLAIN REGULATIONS, AND AIRPORT INFLUENCE AREAS;

10 (d) ADOPTING GENERALLY APPLICABLE REQUIREMENTS FOR THE  
11 PAYMENT OF IMPACT FEES OR OTHER SIMILAR DEVELOPMENT CHARGES IN  
12 ACCORDANCE WITH SECTION 29-20-104.5, OR THE MITIGATION OF IMPACTS  
13 IN ACCORDANCE WITH PART 2 OF ARTICLE 20 OF THIS TITLE 29;

14 (e) REQUIRING A STATEMENT BY A WATER OR WASTEWATER  
15 SERVICE PROVIDER REGARDING THE PROVIDER'S CAPACITY TO SERVICE THE  
16 PROPERTY AS A CONDITION OF ALLOWING A RESIDENTIAL DEVELOPMENT;

17 (f) APPLYING AND ENFORCING INCLUSIONARY ZONING  
18 ORDINANCES, DEED RESTRICTIONS, COMMUNITY BENEFIT AGREEMENTS,  
19 DEVELOPMENT AGREEMENTS, OR OTHER AFFORDABLE HOUSING POLICIES  
20 OR STANDARDS;

21 (g) APPLYING STANDARDS TO ALLOW A RESIDENTIAL  
22 DEVELOPMENT TO BE CONSTRUCTED ON A QUALIFYING PROPERTY WHEN  
23 SUCH RESIDENTIAL DEVELOPMENT COULD BE DISALLOWED BASED ON THE  
24 STANDARDS DESCRIBED IN SECTION 29-35-503 (1), OR OTHERWISE  
25 OFFERING AFFORDABLE HOUSING INCENTIVES TO DEVELOPERS;

26 (h) ENACTING OR APPLYING A LOCAL LAW CONCERNING A  
27 SHORT-TERM RENTAL, AS THAT TERM IS DEFINED IN SECTION 29-35-402

1 (19), OF A DWELLING UNIT ON A QUALIFYING PROPERTY;

2 (i) EXERCISING THE SUBJECT JURISDICTION'S RIGHT OF FIRST  
3 REFUSAL IN ACCORDANCE WITH SECTION 29-4-1202; OR

4 (j) APPLYING THE DESIGN STANDARDS AND PROCEDURES OF A  
5 HISTORIC DISTRICT TO A QUALIFYING PROPERTY THAT IS LOCATED IN A  
6 HISTORIC DISTRICT, INCLUDING A STANDARD OR PROCEDURE RELATED TO  
7 DEMOLITION.

8 **29-35-503. Qualifying property requirements for a subject**  
9 **jurisdiction - allowable uses.**

10 (1) A SUBJECT JURISDICTION SHALL NOT:

11 (a) DISALLOW CONSTRUCTION OF A RESIDENTIAL DEVELOPMENT  
12 ON A QUALIFYING PROPERTY ON THE BASIS OF HEIGHT IF THE TALLEST  
13 STRUCTURE IN THE RESIDENTIAL DEVELOPMENT IS NO MORE THAN THREE  
14 STORIES OR FORTY-FIVE FEET TALL;

15 (b) DISALLOW CONSTRUCTION OF A RESIDENTIAL DEVELOPMENT  
16 ON A QUALIFYING PROPERTY ON THE BASIS OF HEIGHT IF THE TALLEST  
17 STRUCTURE IN THE RESIDENTIAL DEVELOPMENT COMPLIES WITH THE  
18 HEIGHT REQUIREMENTS:

19 (I) OF THE ZONING DISTRICT IN WHICH THE RESIDENTIAL  
20 DEVELOPMENT WILL BE BUILT; OR

21 (II) THAT APPLY TO ANY PARCEL ZONED FOR RESIDENTIAL USE  
22 THAT IS CONTIGUOUS TO THE QUALIFYING PROPERTY ON WHICH THE  
23 RESIDENTIAL DEVELOPMENT WILL BE BUILT;

24 (c) DISALLOW CONSTRUCTION OF A RESIDENTIAL DEVELOPMENT  
25 ON A QUALIFYING PROPERTY BASED ON THE NUMBER OF DWELLING UNITS  
26 THE RESIDENTIAL DEVELOPMENT WILL CONTAIN, EXCEPT IN ACCORDANCE  
27 WITH ONE OF THE STANDARDS LISTED IN SUBSECTION (1)(d) OF THIS

1 SECTION; OR

2 (d) APPLY STANDARDS TO A RESIDENTIAL DEVELOPMENT ON A  
3 QUALIFYING PROPERTY THAT ARE MORE RESTRICTIVE THAN THE  
4 STANDARDS THAT THE SUBJECT JURISDICTION APPLIES TO SIMILAR  
5 HOUSING CONSTRUCTED WITHIN THE SUBJECT JURISDICTION, INCLUDING  
6 STANDARDS RELATED TO:

7 (I) STRUCTURE SETBACKS FROM PROPERTY LINES;

8 (II) LOT COVERAGE OR OPEN SPACE;

9 (III) ON-SITE PARKING REQUIREMENTS;

10 (IV) NUMBERS OF BEDROOMS IN A MULTIFAMILY RESIDENTIAL  
11 DEVELOPMENT;

12 (V) ON-SITE LANDSCAPING, SCREENING, AND BUFFERING  
13 REQUIREMENTS;

14 (VI) MINIMUM DWELLING UNITS PER ACRE; OR

15 (VII) SETBACKS FROM OIL AND GAS FACILITIES AND OPERATIONS.

16 (2) PROVIDED THAT THE USES ARE ALLOWED CONDITIONALLY OR  
17 BY RIGHT WITHIN THE ZONING DISTRICT IN WHICH A QUALIFYING PROPERTY  
18 IS LOCATED, A SUBJECT JURISDICTION SHALL ALLOW THE FOLLOWING USES  
19 IN A RESIDENTIAL DEVELOPMENT ON A QUALIFYING PROPERTY:

20 (a) CHILD CARE; AND

21 (b) THE PROVISION OF RECREATIONAL, SOCIAL, OR EDUCATIONAL  
22 SERVICES PROVIDED BY COMMUNITY ORGANIZATIONS FOR USE BY THE  
23 RESIDENTS OF THE RESIDENTIAL DEVELOPMENT AND THE SURROUNDING  
24 COMMUNITY.

25 **29-35-504. Notification to county assessor.**

26 WITHIN TWO WEEKS OF A SUBJECT JURISDICTION ALLOWING THE  
27 CONSTRUCTION OF A RESIDENTIAL DEVELOPMENT ON A QUALIFYING

1 PROPERTY PURSUANT TO SECTION 29-35-502 (1), THE OWNER OF THE  
2 QUALIFYING PROPERTY SHALL PROVIDE NOTICE OF THE ALLOWANCE OF  
3 THE CONSTRUCTION OF THE RESIDENTIAL DEVELOPMENT TO THE COUNTY  
4 ASSESSOR IN THE COUNTY IN WHICH THE QUALIFYING PROPERTY IS  
5 LOCATED. THE NOTICE MUST INCLUDE THE PROPERTY ADDRESS, THE  
6 ASSESSOR'S PARCEL IDENTIFICATION NUMBER FOR THE PROPERTY, AND THE  
7 DATE ON WHICH THE RESIDENTIAL DEVELOPMENT WAS ALLOWED BY THE  
8 SUBJECT JURISDICTION.

9           **SECTION 4. Safety clause.** The general assembly finds,  
10 determines, and declares that this act is necessary for the immediate  
11 preservation of the public peace, health, or safety or for appropriations for  
12 the support and maintenance of the departments of the state and state  
13 institutions.

Second Regular Session  
Seventy-fifth General Assembly  
STATE OF COLORADO

INTRODUCED

LLS NO. 26-0502.01 Clare Haffner x6137

HOUSE BILL 26-1008

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HOUSE SPONSORSHIP

Lukens and Taggart,

SENATE SPONSORSHIP

Marchman and Rich,

---

House Committees

Agriculture, Water & Natural Resources

Senate Committees

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A BILL FOR AN ACT

101 CONCERNING MEASURES TO ENHANCE OUTDOOR RECREATION  
102 OPPORTUNITIES IN THE STATE, AND, IN CONNECTION  
103 THEREWITH, EXPANDING THE DIVISION OF PARKS AND  
104 WILDLIFE'S CAPACITY FOR OUTDOOR RECREATION  
105 COORDINATION, PLANNING, AND MANAGEMENT.

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Bill Summary

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)*

The bill requires the division of parks and wildlife (division) in the department of natural resources to expand the division's capacity for

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
Capital letters or bold & italic numbers indicate new material to be added to existing law.  
Dashes through the words or numbers indicate deletions from existing law.

outdoor recreation coordination, planning, and management and take a leading role in state-level coordination, strategic planning, and implementation of Colorado's outdoors strategy. The division is directed to, among other things, engage with relevant partners, stakeholders, and agencies to coordinate and incorporate wildlife, conservation, recreation, and climate-resilience considerations across agency planning and decision-making processes.

In addition, the division is required to support, in consultation with relevant entities, the planning, development, and maintenance of outdoor recreation infrastructure to enhance outdoor recreation opportunities while protecting private property rights, wildlife, and natural resources.

The bill also requires the division to create, and update at least annually, integrated regional outdoor recreation and conservation planning reports to inform division awareness and operational decision-making.

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1 *Be it enacted by the General Assembly of the State of Colorado:*

2           **SECTION 1. Short title.** The short title of this act is the  
3 "Colorado Outdoor Opportunities Act".

4           **SECTION 2. Legislative declaration.** (1) The general assembly  
5 finds and declares that:

6           (a) It is the policy of the state of Colorado that the state's  
7 unparalleled landscapes, wildlife, public lands, and outdoor experiences  
8 be protected, conserved, and enhanced for the benefit and enjoyment of  
9 current and future generations, while protecting the state's agricultural  
10 heritage and private property rights;

11           (b) Outdoor recreation, access to quality outdoor experiences, and  
12 the conservation of lands and wildlife habitats, all within the context of  
13 a changing climate and growing population, are vital components in  
14 ensuring a thriving future for Colorado's outdoors;

15           (c) Outdoor recreation is fundamental to Colorado's economy,  
16 culture, and identity, contributing to public health, community well-being,  
17 and the development of lifelong connections to the outdoors. Outdoor

1 recreation annually contributes \$65.8 billion to Colorado's economy and  
2 supports 404,000 jobs, over 12% of the entire labor force in Colorado.  
3 Ensuring safe, high-quality outdoor experiences is essential to sustaining  
4 the state's outdoor heritage.

5 (d) Connecting youth to outdoor experiences is vital for ensuring  
6 the long-term well-being of the state's residents, since research  
7 demonstrates that outdoor engagement supports improved cognitive  
8 abilities, fosters creativity and resilience, and is essential for promoting  
9 public health and reducing stress;

10 (e) Colorado's outdoors face significant and urgent pressures from  
11 growing populations, human disturbance, and development, alongside  
12 severe climate-driven impacts such as wildfires, drought, and rising  
13 temperatures;

14 (f) Thoughtful planning and management of outdoor recreation  
15 can support conservation goals by reducing resource impacts, improving  
16 stewardship, and sustaining the long-term health of the state's public  
17 lands;

18 (g) As more visitors and Coloradans participate in all forms of  
19 outdoor recreation, it is important to advance exceptional recreation  
20 experiences that are accessible, inclusive, and sustainable so that future  
21 generations may continue to enjoy the state's world-class outdoor  
22 opportunities;

23 (h) To effectively manage these challenges, the state must  
24 strengthen collaboration across conservation, wildlife, agriculture, and  
25 recreation partners, local governments, tribal nations, and federal land  
26 managers; develop shared tools and data; and align funding to support  
27 voluntary, strategic actions that sustain high-quality recreation

1 opportunities while maintaining resilient landscapes, wildlife habitat,  
2 working lands, and community values for all Coloradans;

3 (i) Colorado's outdoors strategy, developed by the department of  
4 natural resources, the division of parks and wildlife, great outdoors  
5 Colorado, the office of climate preparedness in the governor's office, and  
6 the outdoor recreation industry office in the office of economic  
7 development, in collaboration with partners and stakeholders, provides  
8 the necessary statewide vision and coordination to advance conservation,  
9 climate resilience, and outdoor recreation opportunities;

10 (j) The general assembly recognizes the role that the Colorado  
11 outdoor regional partnerships initiative, created by the governor's  
12 executive order B 2020 008, plays in convening vital perspectives,  
13 partners, and expertise in land conservation, land use, and recreation  
14 planning. The initiative is a locally driven and powerful platform for early  
15 and proactive coordination among stakeholders, helping to identify shared  
16 priorities, reduce conflict, and advance tangible outcomes for outdoor  
17 recreation and conservation statewide.

18 (k) Meaningful engagement with tribal nations is important, and  
19 the collaborative framework developed in Colorado's outdoors strategy  
20 is crucial to support ongoing tribal participation in statewide outdoor  
21 recreation and conservation efforts;

22 (l) The outdoor recreation industry office plays a vital role in  
23 advancing outdoor recreation. The mission of the office is to champion  
24 industry, communities, and people through Colorado's great outdoors. The  
25 office is a vital partner for the division of parks and wildlife in  
26 coordinating outdoor recreation industry partnerships and supporting the  
27 division in planning and outcomes for the advancement of exceptional

1 and sustainable outdoor recreation opportunities.

2 (m) With approximately 60% of Colorado land in private  
3 ownership, working with private landowners is also essential to the  
4 success of Colorado's outdoors strategy, and it is important to ensure that  
5 agricultural interests, private landowners, and local governments are  
6 integrally involved in state efforts; wildlife habitats are protected; and  
7 private property rights are upheld as conservation and recreation  
8 management decisions are made;

9 (n) The division of parks and wildlife possesses a long history of  
10 outdoor recreation planning, management, and recreational asset delivery  
11 through its state parks system, which serves as a significant source of  
12 exceptional and accessible outdoor recreation opportunities. The  
13 division's responsibilities extend beyond state park boundaries and  
14 encompass outdoor recreation coordination, wildlife conservation, and  
15 support for partners managing lands across all jurisdictions. As a leader  
16 in outdoor recreation management, the division is well-positioned to play  
17 a critical coordinating role in advancing outdoor recreation planning and  
18 management statewide, beyond the boundaries of its current 43 state  
19 parks.

20 (o) The division of parks and wildlife assumes lead responsibility  
21 as the state's coordinating entity for advancing implementation of  
22 Colorado's outdoors strategy, in partnership with the department of  
23 natural resources, great outdoors Colorado, the outdoor recreation  
24 industry office, the office of climate preparedness, and other state and  
25 local partners. In this role, the division facilitates early and proactive  
26 coordination and planning among agencies and stakeholders to reduce  
27 conflict, improve efficiency, and ensure accountability in advancing its

1 goals and vision to find mutually beneficial outcomes that support and  
2 maintain Colorado's world-class outdoor recreation and natural resources.

3 (2) The general assembly further finds the need to expand and  
4 strengthen the division of parks and wildlife's capacity for the  
5 coordination, planning, development, and management of Colorado's  
6 outdoor recreation to ensure the state's recreation opportunities provide  
7 high-quality visitor experiences that are responsibly managed to align  
8 natural resources, wildlife, agricultural heritage, private property, and  
9 public safety. The general assembly further recognizes the growing need  
10 for the division to support recreation management and stewardship on  
11 federal public lands, which necessitates increased staff capacity and  
12 enhanced coordination with federal land management agencies.

13 **SECTION 3.** In Colorado Revised Statutes, 33-10-102, **add** (2.5),  
14 (2.7), (7.5), (10.5), and (13.5) as follows:

15 **33-10-102. Definitions.**

16 As used in articles 10 to 15 of this title 33, unless the context  
17 otherwise requires:

18 (2.5) "COLORADO'S OUTDOORS STRATEGY" MEANS THE STRATEGY  
19 DEVELOPED COLLABORATIVELY BY THE DIVISION AND COORDINATING  
20 PARTNERS AND STAKEHOLDERS TO ADVANCE COORDINATION, TOOLS, AND  
21 FUNDING TO ALIGN, PRIORITIZE, AND IMPLEMENT STRATEGIC ACTIONS TO  
22 SUPPORT CONSERVATION, OUTDOOR RECREATION, AND CLIMATE  
23 RESILIENCE IN THE STATE.

24 (2.7) "COORDINATING PARTNERS" MEANS THE DEPARTMENT,  
25 GREAT OUTDOORS COLORADO, THE OUTDOOR RECREATION INDUSTRY  
26 OFFICE, AND THE OFFICE OF CLIMATE PREPAREDNESS.

27 (7.5) "GREAT OUTDOORS COLORADO" MEANS THE GREAT

1 OUTDOORS COLORADO PROGRAM ESTABLISHED BY ARTICLE XXVII OF THE  
2 STATE CONSTITUTION AND IMPLEMENTED PURSUANT TO ARTICLE 60 OF  
3 THIS TITLE 33.

4 (10.5) "OFFICE OF CLIMATE PREPAREDNESS" MEANS THE OFFICE OF  
5 CLIMATE PREPAREDNESS CREATED IN SECTION 24-38.8-102 (1).

6 (13.5) "OUTDOOR RECREATION INDUSTRY OFFICE" MEANS THE  
7 OUTDOOR RECREATION INDUSTRY OFFICE CREATED IN SECTION  
8 24-48.5-129.

9 **SECTION 4.** In Colorado Revised Statutes, **add** 33-10-119 as  
10 follows:

11 **33-10-119. Parks and outdoor recreation capacity - outdoor**  
12 **recreation coordination, planning, and management - duties of the**  
13 **division - planning reports - legislative declaration.**

14 (1) THE GENERAL ASSEMBLY FINDS AND DECLARES THAT:

15 (a) IT IS IMPORTANT THAT THE DIVISION PERPETUATE THE WILDLIFE  
16 RESOURCES OF THE STATE, PROVIDE A HIGH-QUALITY STATE PARKS  
17 SYSTEM, AND PROVIDE ENJOYABLE AND SUSTAINABLE OUTDOOR  
18 RECREATION OPPORTUNITIES THAT EDUCATE AND INSPIRE CURRENT AND  
19 FUTURE GENERATIONS TO SERVE AS ACTIVE STEWARDS OF THE STATE'S  
20 NATURAL RESOURCES;

21 (b) THE DIVISION, PURSUANT TO SECTION 33-9-101, PROVIDES A  
22 COMPREHENSIVE PROGRAM DESIGNED TO OFFER THE GREATEST POSSIBLE  
23 VARIETY OF RECREATION OPPORTUNITIES TO STATE RESIDENTS AND  
24 VISITORS; AND

25 (c) THE DIVISION IS BEST POSITIONED TO SERVE AS THE STATE'S  
26 COORDINATING ENTITY FOR ADVANCING IMPLEMENTATION OF  
27 COLORADO'S OUTDOORS STRATEGY, IN COLLABORATION WITH

1 COORDINATING PARTNERS AND OTHER STATE, FEDERAL, AND LOCAL  
2 PARTNERS; TRIBAL GOVERNMENT PARTNERS; AND INTERESTED  
3 STAKEHOLDERS, INCLUDING LOCAL COMMUNITIES, PRIVATE LANDOWNERS,  
4 RECREATION STAKEHOLDERS, CONSERVATION STAKEHOLDERS,  
5 AGRICULTURAL STAKEHOLDERS, AND WILDLIFE AND SPORTSPERSON  
6 STAKEHOLDERS. IN THIS ROLE, THE DIVISION SHOULD FACILITATE  
7 PLANNING AND DATA COORDINATION AMONG PARTNERS AND  
8 STAKEHOLDERS TO SUPPORT COORDINATION AND ACCOUNTABILITY IN  
9 ADVANCING THE STRATEGY'S GOALS AND VISION.

10 (2) THE DIVISION SHALL DEVELOP AND MAINTAIN THE  
11 ORGANIZATIONAL CAPACITY SUFFICIENT TO EFFECTIVELY EXECUTE THE  
12 DUTIES AND RESPONSIBILITIES DESCRIBED IN THIS SECTION.

13 (3) THE DIVISION SHALL:

14 (a) ENSURE THAT OUTDOOR RECREATION NEEDS ARE PRIORITIZED  
15 AND REPRESENTED WITHIN THE LEADERSHIP OF THE DIVISION; AND

16 (b) DEVELOP THE CAPACITY OF THE DIVISION TO INCREASE  
17 COORDINATION BETWEEN OUTDOOR RECREATION, WILDLIFE, AND  
18 CLIMATE-RESILIENCE EFFORTS AND INTERAGENCY PLANNING AND  
19 ACTIVITIES.

20 (4) IN IMPLEMENTING SUBSECTIONS (2) AND (3) OF THIS SECTION,  
21 THE DIVISION SHALL FOCUS ON THE FOLLOWING GOALS:

22 (a) STRENGTHENING THE DIVISION'S CAPACITY FOR COORDINATED  
23 RECREATION MANAGEMENT, PARTICULARLY AT THE REGIONAL LEVEL, TO  
24 ANTICIPATE AND WORK THROUGH POTENTIAL CONFLICTS, BY  
25 COORDINATING AND INCORPORATING WILDLIFE, CONSERVATION,  
26 RECREATION, AND CLIMATE-RESILIENCE CONSIDERATIONS ACROSS  
27 DIVISION PLANNING AND DECISION-MAKING AND IN ALIGNMENT WITH

1 LOCAL PERSPECTIVES;

2 (b) PROACTIVELY ENGAGING WITH STATE, FEDERAL, AND LOCAL  
3 PARTNERS; TRIBAL GOVERNMENT PARTNERS; AND INTERESTED  
4 STAKEHOLDERS, INCLUDING LOCAL COMMUNITIES, PRIVATE LANDOWNERS,  
5 RECREATION STAKEHOLDERS, CONSERVATION STAKEHOLDERS,  
6 AGRICULTURAL STAKEHOLDERS, AND WILDLIFE AND SPORTSPERSON  
7 STAKEHOLDERS, TO ENSURE THAT ALL PERSPECTIVES AND AREAS OF  
8 EXPERTISE ARE CONSIDERED IN THE DIVISION'S PLANNING AND  
9 MANAGEMENT PROCESSES;

10 (c) ADVANCING AND FORMALIZING INTERNAL PROCESSES TO  
11 BETTER INTEGRATE RECREATION OPPORTUNITIES AND RESOURCE  
12 MANAGEMENT INTO THE DIVISION'S CORE OPERATIONS, ENSURING  
13 COORDINATION BETWEEN RECREATION ACCESS AND WILDLIFE AND  
14 HABITAT STEWARDSHIP;

15 (d) COORDINATING AND BALANCING THE DIVISION'S  
16 PARTICIPATION IN EXTERNAL PROCESSES, INCLUDING PUBLIC PLANNING,  
17 FEDERAL LAND MANAGEMENT, AND LEGISLATIVE ENGAGEMENT, TO  
18 ENSURE THAT RECREATION, WILDLIFE, CONSERVATION, AND COMMUNITY  
19 PRIORITIES ARE CONSISTENTLY REPRESENTED;

20 (e) COLLABORATING CLOSELY WITH COORDINATING PARTNERS TO  
21 LEAD ENGAGEMENT WITH OTHER STATE AGENCIES TO ADVANCE A  
22 COORDINATED AND UNIFIED APPROACH TO ENHANCING OUTDOOR  
23 RECREATION OPPORTUNITIES, MANAGEMENT, AND PLANNING AT THE  
24 STATE LEVEL;

25 (f) PROACTIVELY ENGAGING WITH TRIBAL NATIONS THROUGH THE  
26 FRAMEWORK COLLABORATIVELY DEVELOPED IN COLORADO'S OUTDOORS  
27 STRATEGY, ENSURING THAT TRIBAL PERSPECTIVES AND PRIORITIES ARE

1 MEANINGFULLY INCORPORATED INTO STATEWIDE PLANNING AND  
2 COORDINATION PROCESSES; AND

3 (g) SERVING AS A CLEARINGHOUSE FOR INFORMATION ON BEST  
4 PRACTICES, TOOLS, AND STRATEGIES, INCLUDING THROUGH  
5 ADVANCEMENT OF THE COLORADO OUTDOORS STRATEGY TOOLKIT, TO  
6 SUPPORT INTERDISCIPLINARY AND INCLUSIVE PLANNING PROCESSES AT ALL  
7 LEVELS.

8 (5) CONSISTENT WITH THE MISSION AND DIRECTIVES OF THE  
9 DIVISION OUTLINED IN THIS ARTICLE 10, AND AS THE STATE AGENCY WITH  
10 PRIMARY COORDINATING RESPONSIBILITY FOR OUTDOOR RECREATION  
11 PLANNING, SUSTAINABLE VISITOR USE MANAGEMENT, AND REGIONAL  
12 PARTNERSHIP COORDINATION, THE DIVISION SHALL:

13 (a) PROVIDE PROACTIVE APPROACHES TO VISITOR USE  
14 MANAGEMENT TO FOSTER OUTCOMES THAT SUPPORT IMPROVED OUTDOOR  
15 RECREATION OPPORTUNITIES AND EXPERIENCES, NATURAL RESOURCE  
16 CONSERVATION, AND PROTECTION OF WILDLIFE HABITATS AND WORKING  
17 LANDS; AND

18 (b) IN ALIGNMENT WITH COLORADO'S OUTDOORS STRATEGY,  
19 SUPPORT THE PLANNING, DEVELOPMENT, AND MAINTENANCE OF OUTDOOR  
20 RECREATION FACILITIES, INFRASTRUCTURE, AND ACCESS IMPROVEMENTS  
21 STATEWIDE, WITH THE GOAL OF ENHANCING SUSTAINABLE AND  
22 EXCEPTIONAL OUTDOOR OPPORTUNITIES WHILE PROTECTING PRIVATE  
23 PROPERTY RIGHTS, WILDLIFE, AND NATURAL RESOURCES.

24 (6) CONSISTENT WITH THE DIVISION'S MISSION AND THE  
25 OBJECTIVES OF COLORADO'S OUTDOORS STRATEGY, THE DIVISION SHALL  
26 WORK TO ADVANCE SUSTAINABLE OUTDOOR RECREATION, WILDLIFE  
27 CONSERVATION, AND CLIMATE RESILIENCE OUTCOMES THROUGH

1 COLLABORATION, DATA INTEGRATION, PROACTIVE PLANNING, AND  
2 REPORTING. TO FULFILL ITS DUTIES RELATED TO STATEWIDE OUTDOOR  
3 COORDINATION, THE DIVISION SHALL:

4 (a) LEAD AND COORDINATE ACROSS STATE, LOCAL, AND FEDERAL  
5 PARTNERS AND TRIBAL NATIONS PARTICIPATING IN REGIONAL OUTDOOR  
6 PARTNERSHIPS AND RELATED VOLUNTARY EFFORTS ASSOCIATED WITH  
7 COLORADO'S OUTDOORS STRATEGY; AND

8 (b) (I) DEVELOP AND MAINTAIN A RECURRING INTERNAL  
9 COORDINATION AND REPORTING PROCESS, INCLUDING BY CREATING  
10 PLANNING REPORTS, TO INTEGRATE DATA, PRIORITIES, AND OUTCOMES  
11 FROM WILDLIFE, RECREATION, CLIMATE RESILIENCE, AND REGIONAL  
12 OUTDOOR PARTNERSHIP EFFORTS, ENSURING ALIGNMENT WITH THE GOALS  
13 OF COLORADO'S OUTDOORS STRATEGY AND OTHER DIVISION EFFORTS  
14 BOTH REGIONALLY AND ACROSS THE DIVISION. IN CREATING PLANNING  
15 REPORTS, THE DIVISION SHALL:

16 (A) INTEGRATE AND SUMMARIZE KEY METRICS, OUTCOMES,  
17 OPPORTUNITIES, NEEDS, AND PERFORMANCE INDICATORS FROM STATEWIDE  
18 AND REGIONAL INITIATIVES;

19 (B) COLLABORATE WITH STATE, FEDERAL, AND LOCAL PARTNERS;  
20 TRIBAL GOVERNMENT PARTNERS; AND INTERESTED STAKEHOLDERS,  
21 INCLUDING LOCAL COMMUNITIES, PRIVATE LANDOWNERS, RECREATION  
22 STAKEHOLDERS, CONSERVATION STAKEHOLDERS, AGRICULTURAL  
23 STAKEHOLDERS, AND WILDLIFE AND SPORTSPERSON STAKEHOLDERS;

24 (C) ESTABLISH PROCESSES WITH STATE GOVERNMENT ENTITIES  
25 AND ASSOCIATED PARTNERS, SUCH AS THE OUTDOOR RECREATION  
26 INDUSTRY OFFICE AND THE GREAT OUTDOORS COLORADO PROGRAM, TO  
27 IMPROVE COORDINATION AND EFFICIENCY ACROSS AGENCY PARTNERS;

1 (D) APPLY PROACTIVE AND ADAPTIVE APPROACHES TO THE  
2 DEVELOPMENT OF EXCEPTIONAL AND SUSTAINABLE OUTDOOR RECREATION  
3 OPPORTUNITIES TO SUPPORT LONG-TERM RESOURCE VIABILITY;

4 (E) IDENTIFY AREAS OF ALIGNMENT AND POTENTIAL CONFLICT  
5 AMONG RECREATION, WILDLIFE, CONSERVATION, AGRICULTURAL, AND  
6 COMMUNITY PRIORITIES AND FACILITATE COLLABORATIVE  
7 PROBLEM-SOLVING PROCESSES WITH RELEVANT PARTNERS TO SUPPORT  
8 MUTUALLY BENEFICIAL OUTCOMES;

9 (F) EMPLOY DATA-INFORMED MANAGEMENT STRATEGIES FOR  
10 PLANNING AND INVESTMENT IN PUBLIC LANDS AND REGIONAL OUTDOOR  
11 RECREATION RESOURCES TO SUPPORT SHARED UNDERSTANDING AND  
12 INFORMED DECISION-MAKING AMONG PARTNERS;

13 (G) INCORPORATE CLIMATE-RESILIENCE STRATEGIES FOR  
14 REGIONAL OUTDOOR RECREATION AND CONSERVATION PLANNING TO  
15 ADVANCE THE RESILIENCE AND ADAPTABILITY OF THE STATE'S NATURAL  
16 AND COMMUNITY ASSETS; AND

17 (H) COORDINATE ACROSS THE DIVISION TO ENSURE THE BEST  
18 AVAILABLE INFORMATION, INPUT, AND COLLABORATION. IN PARTICULAR,  
19 THE DIVISION SHALL ENSURE COORDINATION BETWEEN WILDLIFE,  
20 RECREATION, AND CLIMATE-RESILIENCE EFFORTS WITHIN THE DIVISION.

21 (II) THE DIVISION SHALL:

22 (A) REFER TO THE PLANNING REPORTS DESCRIBED IN SUBSECTION  
23 (6)(b)(I) OF THIS SECTION TO INFORM DIVISION PLANNING, OUTREACH,  
24 INVESTMENT, AND MANAGEMENT ACTIVITIES; AND

25 (B) UPDATE THE PLANNING REPORTS AT LEAST ANNUALLY TO  
26 REFLECT THE LATEST KNOWLEDGE AND ANY ASSOCIATED PLANNING  
27 UPDATES AND FACILITATE IMPROVED AWARENESS AND COORDINATION

1        WITHIN THE DIVISION AND AMONG THE DIVISION AND OTHER AGENCIES.

2            (7) NOTHING IN THIS SECTION:

3            (a) REQUIRES ACTION OR PARTICIPATION FROM A PRIVATE OR  
4        NON-STATE-GOVERNMENT ENTITY; OR

5            (b) GRANTS THE DIVISION DECISION-MAKING AUTHORITY OVER  
6        MATTERS THAT ARE WITHIN ANOTHER ENTITY'S JURISDICTION.

7            **SECTION 5. Act subject to petition - effective date.** This act  
8        takes effect at 12:01 a.m. on the day following the expiration of the  
9        ninety-day period after final adjournment of the general assembly (August  
10       12, 2026, if adjournment sine die is on May 13, 2026); except that, if a  
11       referendum petition is filed pursuant to section 1 (3) of article V of the  
12       state constitution against this act or an item, section, or part of this act  
13       within such period, then the act, item, section, or part will not take effect  
14       unless approved by the people at the general election to be held in  
15       November 2026 and, in such case, will take effect on the date of the  
16       official declaration of the vote thereon by the governor.

Second Regular Session  
Seventy-fifth General Assembly  
STATE OF COLORADO

INTRODUCED

LLS NO. 26-0292.02 Owen Hatch x2698

HOUSE BILL 26-1037

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HOUSE SPONSORSHIP

**Bacon and DeGraaf,**

SENATE SPONSORSHIP

**Cutter,**

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**House Committees**  
Judiciary

**Senate Committees**

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A BILL FOR AN ACT

101      **CONCERNING PROHIBITING A GOVERNMENT ENTITY FROM OBTAINING**  
102           **CERTAIN PERSONAL DATA FROM A THIRD PARTY FOR USE BY A**  
103           **GOVERNMENT ENTITY IN EXCHANGE FOR ANYTHING OF VALUE.**

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**Bill Summary**

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)*

The bill prohibits law enforcement and other government entities from purchasing, or otherwise obtaining for anything of value, certain personal data from third parties. Law enforcement agencies and other government entities are also prohibited from sharing individuals' personal data between themselves.

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
*Capital letters or bold & italic numbers indicate new material to be added to existing law.*  
*Dashes through the words or numbers indicate deletions from existing law.*

Exceptions are created for obtaining personal data, including after obtaining a judicial warrant, subpoena, or court order, when an individual consents to sharing their data and, in the case of an emergency, involving a threat to a person's life or physical safety.

The bill creates a private cause of action for an individual who has their personal data obtained or shared in violation of the prohibitions in the bill. Personal data obtained or shared is excluded from trial and other court proceedings, subject to certain exceptions.

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1 *Be it enacted by the General Assembly of the State of Colorado:*

2           **SECTION 1. Short title.** The short title of this act is the "Fourth  
3 Amendment is Not for Sale Act".

4           **SECTION 2. Legislative declaration.** (1) The general assembly  
5 finds and declares that:

6           (a) The fourth amendment to the United States constitution  
7 guarantees that "[t]he right of the people to be secure in their persons,  
8 houses, papers, and effects, against unreasonable searches and seizures,  
9 shall not be violated, and no Warrants shall issue, but upon probable  
10 cause, supported by Oath or affirmation, and particularly describing the  
11 place to be searched, and the persons or things to be seized";

12           (b) The United States supreme court has observed, "Few  
13 protections are as essential to individual liberty as the right to be free  
14 from unreasonable searches and seizures. The Framers made that right  
15 explicit in the Bill of Rights following their experience with the  
16 indignities and invasions of privacy wrought by general warrants and  
17 warrantless searches that had so alienated the colonists and had helped  
18 speed the movement for independence. Ever mindful of the Fourth  
19 Amendment and its history, the Court has viewed with disfavor practices  
20 that permit police officers unbridled discretion to rummage at will among  
21 a person's private effects." *Byrd v. United States*, 584 U.S. 395, 402-403

1 (2018). Accordingly, "As technology has enhanced the Government's  
2 capacity to encroach upon areas normally guarded from inquisitive eyes,  
3 [the United States Supreme] Court has sought to assure preservation of  
4 that degree of privacy against government that existed when the Fourth  
5 Amendment was adopted." *Carpenter v. United States*, 585 U.S. 296, 305  
6 (2018).

7 (c) In *People v. Seymour*, 536 P.3d 1260 (Colo. 2023), the  
8 Colorado supreme court stated that Colorado is not bound by the United  
9 States supreme court's interpretation of the fourth amendment when  
10 determining the scope of state constitutional protections. The court stated  
11 that article II, section 7 provides even greater privacy protections than the  
12 fourth amendment, and Colorado has "long rejected the third-party  
13 doctrine under that provision of the Colorado Constitution," further  
14 stating that "[g]iven the enduring and related privacy concerns presented  
15 by a search of an individual's online search history, we see no reason to  
16 change course here."

17 (d) Law enforcement has been able to effectively and efficiently  
18 enforce our criminal laws for more than 230 years without needing to  
19 evade fourth amendment warrant requirements that are essential to  
20 protecting Americans' liberty and privacy in the digital age.

21 **SECTION 3.** In Colorado Revised Statutes, **add** 16-3-303.3 as  
22 follows:

23 **16-3-303.3. Prohibition on the bulk purchase of data from**  
24 **third parties by law enforcement - evidence inadmissible in court -**  
25 **definitions.**

26 (1) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE  
27 REQUIRES:

1 (a) "EXCHANGE FOR ANYTHING OF VALUE" MEANS TO OBTAIN OR  
2 RECEIVE ACCESS TO AN ITEM, DATA, OR INFORMATION:

3 (I) IN EXCHANGE FOR MONEY OR OTHER VALUABLE  
4 CONSIDERATION;

5 (II) IN CONNECTION WITH SERVICES OR BENEFITS PROVIDED AS  
6 CONSIDERATION; OR

7 (III) AS PART OF THE PROVISION OF A FEE, INCLUDING AN ACCESS  
8 FEE, SERVICE FEE, MAINTENANCE FEE, OR LICENSING FEE.

9 (b) "GOVERNMENT ENTITY" HAS THE SAME MEANING SET FORTH  
10 IN SECTION 16-3-303.5, INCLUDING A POLITICAL SUBDIVISION.

11 (c) "LAW ENFORCEMENT ENTITY" MEANS AN AGENCY OR OTHER  
12 INSTRUMENTALITY OF A GOVERNMENT ENTITY, INCLUDING AN EMPLOYEE  
13 OR AGENT OF THE ENTITY, THAT IS AUTHORIZED BY LAW, REGULATION, OR  
14 GOVERNMENTAL POLICY TO ENGAGE IN OR SUPERVISE THE PREVENTION,  
15 DETECTION, INVESTIGATION, OR PROSECUTION OF A VIOLATION OF  
16 CRIMINAL LAW.

17 (d) "PERSONAL DATA" MEANS INFORMATION COLLECTED FROM OR  
18 GENERATED BY A SPECIFIC PERSON AS PART OF A CONSUMER TRANSACTION  
19 OR THE USE OF A CONSUMER PRODUCT OR SERVICE, WHETHER THE  
20 INFORMATION WAS COLLECTED BY THE ORIGINAL THIRD PARTY OR  
21 OBTAINED BY A DIFFERENT THIRD PARTY, THAT IS CONNECTED OR  
22 REASONABLY CONNECTED TO THE SPECIFIC PERSON OR THE SPECIFIC  
23 PERSON'S ELECTRONIC DEVICE. PERSONAL DATA INCLUDES, BUT IS NOT  
24 LIMITED TO, A PERSON'S:

25 (I) NAME;

26 (II) BILLING INFORMATION OR ADDRESS;

27 (III) SOCIAL SECURITY NUMBER;

- 1 (IV) HOME ADDRESS;
- 2 (V) DEMOGRAPHIC DATA;
- 3 (VI) WEB BROWSING OR SEARCH HISTORY;
- 4 (VII) APPLICATION USAGE HISTORY;
- 5 (VIII) PRECISE GEOLOCATION DATA, AS DEFINED IN SECTION
- 6 6-1-1303;
- 7 (IX) FINANCIAL INFORMATION;
- 8 (X) HEALTH INFORMATION;
- 9 (XI) BIOMETRIC IDENTIFIER, AS DEFINED IN SECTION 6-1-1303;
- 10 (XII) BIOLOGICAL DATA, AS DEFINED IN SECTION 6-1-1303;
- 11 (XIII) CHARACTERISTICS OF PROTECTED CLASSIFICATIONS UNDER
- 12 STATE OR FEDERAL LAW;
- 13 (XIV) DEVICE IDENTIFIER, INCLUDING A MEDIA ACCESS CONTROL
- 14 ADDRESS, INTERNATIONAL MOBILE EQUIPMENT IDENTIFIER, OR INTERNET
- 15 PROTOCOL ADDRESS;
- 16 (XV) COMMUNICATIONS CONTENT; AND
- 17 (XVI) PROFILES OR INFERENCES ABOUT AN INDIVIDUAL BASED ON
- 18 DATA POINTS COLLECTED OR ACQUIRED FROM THIRD PARTIES.
- 19 (e) "THIRD PARTY" MEANS A PERSON WHO:
- 20 (I) IS NOT A GOVERNMENT ENTITY; AND
- 21 (II) IS NOT THE PERSON TO WHOM THE PERSONAL DATA PERTAINS.
- 22 (f) "WIDELY DISTRIBUTED MEDIA" MEANS CONTENT THAT IS MADE
- 23 AVAILABLE TO A LARGE, GENERAL AUDIENCE THROUGH CHANNELS THAT
- 24 ALLOW BROAD ACCESS AND REGULAR DISSEMINATION, AS OPPOSED TO
- 25 PRIVATE, NICHE, OR RESTRICTED COMMUNICATIONS.
- 26 (2) IN CONNECTION WITH A CRIMINAL, CIVIL, OR OTHER
- 27 INVESTIGATORY OR ENFORCEMENT ACTIVITY:

1 (a) A LAW ENFORCEMENT ENTITY SHALL NOT OBTAIN OR RECEIVE  
2 ACCESS TO AN INDIVIDUAL'S PERSONAL DATA FROM A THIRD PARTY IN  
3 EXCHANGE FOR ANYTHING OF VALUE;

4 (b) A LAW ENFORCEMENT ENTITY SHALL NOT REQUEST, OBTAIN, OR  
5 RECEIVE ACCESS TO AN INDIVIDUAL'S PERSONAL DATA FROM A FEDERAL,  
6 STATE, OR LOCAL LAW ENFORCEMENT OR OTHER GOVERNMENT AGENCY OR  
7 DEPARTMENT IF THE DATA WAS OBTAINED FROM A THIRD PARTY IN  
8 EXCHANGE FOR ANYTHING OF VALUE;

9 (c) A LAW ENFORCEMENT ENTITY SHALL NOT SHARE ON A  
10 THIRD-PARTY PLATFORM OR SELL, IN EXCHANGE FOR ANYTHING OF VALUE,  
11 AN INDIVIDUAL'S PERSONAL DATA TO A FEDERAL, STATE, OR LOCAL LAW  
12 ENFORCEMENT OR OTHER GOVERNMENT AGENCY OR DEPARTMENT, OR A  
13 THIRD PARTY IF THE PERSONAL DATA WAS DIRECTLY OR INDIRECTLY  
14 COLLECTED BY THE LAW ENFORCEMENT AGENCY; AND

15 (d) A GOVERNMENT ENTITY, INCLUDING A LAW ENFORCEMENT  
16 ENTITY, SHALL NOT PROVIDE OR SHARE WITH A FEDERAL, STATE, OR LOCAL  
17 LAW ENFORCEMENT AGENCY OR DEPARTMENT AN INDIVIDUAL'S PERSONAL  
18 DATA OBTAINED FROM A THIRD PARTY IN EXCHANGE FOR ANYTHING OF  
19 VALUE.

20 (3) SUBSECTION (2) OF THIS SECTION DOES NOT APPLY WHEN:

21 (a) A LAW ENFORCEMENT ENTITY HAS OBTAINED A VALID JUDICIAL  
22 WARRANT, SUBPOENA, OR COURT ORDER, AND ANY ACCOMPANYING  
23 AFFIDAVIT TO EACH PARTY, PURSUANT TO RULE 16 OF THE COLORADO  
24 RULES OF CRIMINAL PROCEDURE, OR ANY SUCCESSOR RULE, FOR THE  
25 PERSONAL DATA OF THE SPECIFICALLY IDENTIFIED INDIVIDUAL;

26 (b) THE LAW ENFORCEMENT ENTITY ASSERTS IN GOOD FAITH THAT  
27 AN EMERGENCY SITUATION EXISTS THAT INVOLVES THE RISK OF DEATH OR

1 SERIOUS BODILY INJURY TO A PERSON THAT REQUIRES IMMEDIATE  
2 DISCLOSURE;

3 (c) THE PERSONAL DATA IS LAWFULLY AVAILABLE TO THE PUBLIC  
4 THROUGH GOVERNMENT RECORDS OR WIDELY DISTRIBUTED MEDIA;

5 (d) THE PERSONAL DATA PERTAINS TO A SPECIFIC INDIVIDUAL, WAS  
6 VOLUNTARILY MADE AVAILABLE TO THE PUBLIC BY THE SPECIFIC  
7 INDIVIDUAL, AND WAS OBTAINED IN COMPLIANCE WITH ALL APPLICABLE  
8 LAWS, REGULATIONS, CONTRACTS, PRIVACY POLICIES, AND TERMS OF  
9 SERVICE;

10 (e) THE SPECIFIC INDIVIDUAL TO WHOM THE PERSONAL DATA  
11 PERTAINS INTENDED LAW ENFORCEMENT TO BE A RECIPIENT OF THE  
12 PERSONAL DATA, AS EVIDENCED BY CASE-SPECIFIC, EXPRESS CONSENT  
13 FROM THE SPECIFIC INDIVIDUAL;

14 (f) THE THIRD PARTY PROVIDING THE PERSONAL DATA WAS  
15 AUTHORIZED BY THE SPECIFIC INDIVIDUAL TO WHOM THE PERSONAL DATA  
16 PERTAINS TO PROVIDE THE DATA TO THE LAW ENFORCEMENT ENTITY, AS  
17 EVIDENCED BY CASE-SPECIFIC, EXPRESS CONSENT FROM THE SPECIFIC  
18 INDIVIDUAL; OR

19 (g) THE PERSONAL DATA IS PROVIDED TO OR BY THE NATIONAL  
20 CENTER FOR MISSING AND EXPLOITED CHILDREN OR ITS SUCCESSOR ENTITY  
21 AND IS RELATED TO AN INVESTIGATION INVOLVING A MISSING OR  
22 EXPLOITED CHILD.

23 (4) SUBSECTIONS (3)(d) TO (3)(f) OF THIS SECTION DO NOT  
24 VIOLATE SUBSECTION (2) OF THIS SECTION IF THE PERSON MADE THEIR  
25 PERSONAL DATA PUBLICLY AVAILABLE, EVEN IF A LAW ENFORCEMENT  
26 ENTITY PURCHASES THE PERSONAL DATA FROM A THIRD PARTY.

27 (5) (a) A VIOLATION OF THIS SECTION CONSTITUTES AN INJURY,

1 AND A PERSON WHO IS INJURED MAY BRING A LEGAL ACTION FOR  
2 INJUNCTIVE RELIEF, DECLARATORY RELIEF, OR OTHER RELIEF DEEMED  
3 NECESSARY TO ENFORCE THIS SECTION IN A COURT OF COMPETENT  
4 JURISDICTION. A PLAINTIFF MAY SEEK REASONABLE ATTORNEY FEES  
5 PURSUANT TO THIS SECTION.

6 (b) (I) A COURT SHALL NOT ADMIT PERSONAL DATA ACQUIRED IN  
7 VIOLATION OF THIS SECTION OR EVIDENCE DERIVED FROM THAT  
8 INFORMATION AT A TRIAL, HEARING, OR OTHER PROCEEDING UNLESS THE  
9 PARTY SEEKING TO INTRODUCE THE EVIDENCE PROVIDES A COPY OF THE  
10 VALID JUDICIAL WARRANT, SUBPOENA, OR COURT ORDER AND ANY  
11 ACCOMPANYING AFFIDAVIT TO EACH PARTY PURSUANT TO RULE 16 OF THE  
12 COLORADO RULES OF CRIMINAL PROCEDURE, OR ANY SUCCESSOR RULE.

13 (II) A COURT MAY WAIVE THE REQUIREMENT IN SUBSECTION  
14 (5)(b)(I) OF THIS SECTION IF THE COURT FINDS THAT IT WAS NOT POSSIBLE  
15 TO PROVIDE A PARTY WITH THE VALID JUDICIAL WARRANT, SUBPOENA, OR  
16 COURT ORDER AND ANY ACCOMPANYING APPLICATION WITHIN THE TIME  
17 REQUIRED BY RULE 16 OF THE COLORADO RULES OF CRIMINAL PROCEDURE,  
18 OR ANY SUCCESSOR RULE, AND THE COURT FINDS THAT THE PARTY WILL  
19 NOT BE PREJUDICED BY THE DELAY IN RECEIVING THE INFORMATION.

20 **SECTION 4.** In Colorado Revised Statutes, 16-3-303.5, **add** (9)  
21 as follows:

22 **16-3-303.5. Location information - search warrant required**  
23 **- definitions.**

24 (9) NOTHING IN THIS SECTION AUTHORIZES A GOVERNMENT ENTITY  
25 TO OBTAIN LOCATION INFORMATION OF AN ELECTRONIC DEVICE IN  
26 EXCHANGE FOR ANYTHING OF VALUE IN VIOLATION OF SECTION  
27 16-3-303.3.

1           **SECTION 5. Safety clause.** The general assembly finds,  
2 determines, and declares that this act is necessary for the immediate  
3 preservation of the public peace, health, or safety or for appropriations for  
4 the support and maintenance of the departments of the state and state  
5 institutions.

Second Regular Session  
Seventy-fifth General Assembly  
STATE OF COLORADO

INTRODUCED

LLS NO. 26-0227.01 Pierce Lively x2059

HOUSE BILL 26-1065

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HOUSE SPONSORSHIP

McCluskie and Woodrow, Boesenecker, Camacho, Jackson, Lindsay, Paschal, Stewart R., Velasco, Zokaie

SENATE SPONSORSHIP

Roberts and Exum, Hinrichsen, Jodeh, Kipp

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House Committees  
Finance

Senate Committees

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A BILL FOR AN ACT

101 CONCERNING TRANSIT AND HOUSING INVESTMENT ZONES.

Bill Summary

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)*

**Section 2** of the bill creates the "Transit Investment Area Act" and:

- Creates a mechanism for a local government and transit agency, subject to state approval, to undertake a transit investment project (project), to designate a transit investment area (area) in which the project will be built, and to create a transit investment authority (authority) or to designate other financing entities with the power to receive

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
Capital letters or bold & italic numbers indicate new material to be added to existing law.  
Dashes through the words or numbers indicate deletions from existing law.

and use the increment of revenue derived from the state sales tax collected in the area that is equal to the amount of state sales tax revenue collected in an area above a designated base amount plus 20% of that same revenue (state sales tax increment revenue) to be used to finance eligible improvements related to the project;

- Allows a local government to apply to the office of economic development and the Colorado economic development commission (commission) to undertake a project, and, in connection with the project, to form an authority or to designate a county revitalization authority, metropolitan district, or urban renewal authority as the approved financing entity;
- Specifies the information that a local government is required to include in the application for a project and the criteria that the project is required to satisfy to be approved;
- Requires the director of the office of economic development (director) to review each application for a project and to make an initial determination regarding whether the application meets the specified criteria;
- Requires the director to forward each application to the commission with a recommendation regarding whether the project should be approved;
- Directs the commission to review each application and to approve or reject the project and, as part of the approval of a project, allows the commission to authorize the collection and use of the state sales tax increment revenue for a designated number of years not to exceed 30 years;
- Allows the commission to approve no more than 3 transit investment projects in any calendar year and no more than 6 in total;
- Allows the commission to dedicate no more than \$75 million in a fiscal year to the transit investment projects it approves;
- If requested by the local government, allows the commission to authorize the creation of an authority to receive and spend state sales tax increment revenue;
- Specifies that an authority is governed by a board consisting of a certain number of members appointed by the commission and a certain number of members appointed by the local government;
- Specifies the powers of the authority and the manner in which the state sales tax increment revenue is divided and used;
- Requires the financing entity for a project to submit a

report containing specified information to the commission;  
and

- Authorizes a county revitalization authority, an urban renewal authority, or a metropolitan district to receive and disburse the state sales tax increment revenue generated within an area and to act as the financing entity for the area.

**Section 9** creates the Colorado affordable housing in transit investment zones tax credit (tax credit). The tax credit is administered in the same manner as the Colorado affordable housing in transit-oriented communities tax credit; except that the tax credit is awarded in connection with qualified low- and middle-income housing projects in transit and housing zones. The bill allows \$50 million of credits to be awarded each calendar year beginning in the 2027 calendar year through the 2033 calendar year.

---

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1. Legislative declaration.**

3 (1) The general assembly finds and declares that:

4 (a) Colorado has invested significantly in public transit systems  
5 in the last several decades, funding over six billion dollars across  
6 eighty-five miles of new rail lines along the front range;

7 (b) Investments in public transit systems across Colorado will  
8 continue in the coming years with new bus rapid transit lines, rail  
9 systems, and upgrades to local, intercity, and regional bus services;

10 (c) Despite recent investments in public transit systems across  
11 Colorado, transit ridership in Colorado lags behind peer states around the  
12 country, due in part to a lack of housing near these transit lines and  
13 infrastructure barriers that can make it challenging for people to access  
14 transit stations;

15 (d) Encouraging more housing near transit is important for  
16 increasing transit ridership and improving the cost-effectiveness of transit  
17 services;

1 (e) Researchers have found that higher residential densities  
2 citywide increase cost-effectiveness for light rail and bus rapid transit  
3 services, as described in the article "Cost of a Ride: The Effects of  
4 Densities on Fixed-Guideway Transit Ridership and Costs" by Erick  
5 Guerra and Robert Cervero;

6 (f) Most light and commuter rail stations and frequent bus  
7 corridors in Colorado have lower housing unit density than is necessary  
8 to support frequent transit;

9 (g) Based on 2020 census block housing unit data, over ninety  
10 percent of rail stations and eighty-four percent of bus rapid transit and  
11 frequent bus corridors along the front range have fewer than fifteen  
12 housing units per acre on average within walking distance, while  
13 researchers have generally found that a minimum of fifteen housing units  
14 per acre of built density is needed to support frequent transit;

15 (h) Transit-oriented development, including connecting housing  
16 opportunities and services with safe multimodal infrastructure and public  
17 transit, improves the accessibility of communities for people with  
18 disabilities and limited mobility;

19 (i) People with disabilities are more likely to live in households  
20 with zero cars, are less likely to drive, and are more likely to rely on  
21 public transit or paratransit, according to the 2017 "National Household  
22 Travel Survey";

23 (j) The design of the built environment surrounding transit  
24 stations, including the presence of sidewalks, crosswalks, bike lanes, and  
25 other multimodal infrastructure, influences the accessibility to transit  
26 stations and overall transit ridership, as identified by studies such as  
27 "Travel and the Built Environment: A Meta-Analysis" by Reid Ewing and

1 Robert Cervero, and "Transit commuting, the network accessibility effect,  
2 and the built environment in station areas across the United States" in the  
3 journal Research in Transportation Economics;

4 (k) Improvements to the design of the built environment  
5 surrounding transit stations support placemaking, which is the process of  
6 intentionally planning, designing, and building infrastructure and housing  
7 that capitalize on a community's amenities and culture;

8 (l) Placemaking can enhance the desirability of a given  
9 community and the well-being of those who live in, work in, or visit a  
10 given community, and can create a strong demand for housing in a  
11 community;

12 (m) The 2023 Community and Transportation Preferences Survey  
13 published by the National Association of Realtors found that when  
14 deciding where to live, seventy-nine percent of people said being within  
15 an easy walk of other places and things, such as shops and parks, is  
16 very/somewhat important, eighty-five percent said sidewalks and places  
17 to walk are very/somewhat important, and sixty-five percent said having  
18 public transport nearby is very/somewhat important; and

19 (n) The 1998 Assessment of the Economic Impacts of Rural  
20 Public Transportation published by the Transit Cooperative Research  
21 Program, which assessed the economic impacts of rural public  
22 transportation, found that there was an eleven percent difference in  
23 average net earnings growth between rural counties that had public transit  
24 systems and those rural counties that did not.

25 (2) Therefore, by enacting this House Bill \_\_\_\_\_, the general  
26 assembly intends to establish new financing tools utilizing tax increment  
27 financing to encourage local government efforts to improve infrastructure

1 near transit and rail stations that will promote placemaking and spur  
2 housing development supported by tax credits, which would not occur  
3 without the enactment of this House Bill \_\_\_\_\_.

4 **SECTION 2.** In Colorado Revised Statutes, **add** part 4 to article  
5 46 of title 24 as follows:

6 PART 4

7 TRANSIT INVESTMENT AREA ACT

8 **24-46-401. Short title.**

9 THE SHORT TITLE OF THIS PART 4 IS THE "TRANSIT INVESTMENT  
10 AREA ACT".

11 **24-46-402. Definitions.**

12 AS USED IN THIS PART 4, UNLESS THE CONTEXT OTHERWISE  
13 REQUIRES:

14 (1) "AERIAL TRANSIT FACILITY" MEANS ONE OR MORE PHYSICAL  
15 STRUCTURES THAT USE AERIAL CABLES TO MOVE PASSENGERS AND THAT  
16 LINK DIRECTLY TO ANOTHER FORM OF MASS TRANSIT, SUCH AS PASSENGER  
17 RAIL, LIGHT RAIL, OTHER TYPES OF TRAINS, TROLLEYS, OR BUSES.

18 (2) "BASE YEAR REVENUE" MEANS AN AMOUNT EQUAL TO THE  
19 STATE SALES TAX REVENUE COLLECTED ON SALES MADE AT PHYSICAL  
20 SITES WITHIN A PROPOSED TRANSIT INVESTMENT AREA DURING THE  
21 TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE MONTH IN WHICH A  
22 TRANSIT INVESTMENT PROJECT IS AUTHORIZED, AS DETERMINED BY THE  
23 DEPARTMENT.

24 (3) "BASELINE GROWTH RATE" MEANS THE FORECASTED GROWTH  
25 IN STATE SALES TAX REVENUE COLLECTED ON SALES MADE AT PHYSICAL  
26 SITES WITHIN A PROPOSED TRANSIT INVESTMENT AREA ABOVE THE BASE  
27 YEAR REVENUE THAT WOULD BE COLLECTED ON SALES MADE AT PHYSICAL

1 SITES WITHIN A PROPOSED TRANSIT INVESTMENT AREA IF THE PROPOSED  
2 TRANSIT INVESTMENT PROJECT DID NOT OCCUR, AS DETERMINED BY THE  
3 OFFICE OF ECONOMIC DEVELOPMENT PURSUANT TO SECTION 24-46-403 (2),  
4 BASED ON DATA FROM THE PREVIOUS TEN-YEAR PERIOD IMMEDIATELY  
5 PRECEDING THE SUBMISSION OF AN APPLICATION.

6 (4) "COMMISSION" MEANS THE COLORADO ECONOMIC  
7 DEVELOPMENT COMMISSION CREATED IN SECTION 24-46-102.

8 (5) "COUNTY REVITALIZATION AUTHORITY" HAS THE MEANING SET  
9 FORTH IN SECTION 30-31-103 (6).

10 (6) "DEPARTMENT" MEANS THE DEPARTMENT OF REVENUE  
11 CREATED IN SECTION 24-35-101.

12 (7) "DIRECTOR" MEANS THE DIRECTOR OF THE COLORADO OFFICE  
13 OF ECONOMIC DEVELOPMENT CREATED IN SECTION 24-48.5-101.

14 (8) "ELIGIBLE COSTS" MEANS THE COSTS OF:

15 (a) DESIGNING, CONSTRUCTING, FINANCING, AND MAINTAINING  
16 ELIGIBLE IMPROVEMENTS DESIGNATED BY THE COMMISSION AS PART OF AN  
17 APPROVED TRANSIT INVESTMENT PROJECT. THESE COSTS INCLUDE THE  
18 COSTS OF:

19 (I) ENGINEERING, INCLUDING CONSTRUCTION ENGINEERING;

20 (II) SURVEYING, INCLUDING CONSTRUCTION SURVEYING;

21 (III) CONSTRUCTION LABOR AND MATERIALS;

22 (IV) DESIGN, INCLUDING BONDING, INSURANCE, AND PERMITTING  
23 FEES;

24 (V) PLANNING;

25 (VI) LEGAL SERVICES;

26 (VII) ACCOUNTING;

27 (VIII) OVERHEAD OR ADMINISTRATIVE STAFFING;

1 (IX) FINANCING;  
2 (X) BOND ISSUANCE OR REISSUANCE AND UNDERWRITING;  
3 (XI) INTEREST PAYMENTS;  
4 (XII) LOAN ORIGINATION FEES;  
5 (XIII) OPERATIONS; AND  
6 (XIV) SIMILAR NECESSARY AND CONVENIENT COSTS INCURRED BY  
7 THE FINANCING ENTITY IN EXERCISING ITS POWERS PURSUANT TO THIS  
8 PART 4.

9 (b) FUNDS ADVANCED BY PRIVATE DEVELOPERS WITHIN THE  
10 TRANSIT INVESTMENT PROJECT TO, OR ON BEHALF OF, THE FINANCING  
11 ENTITY FOR ELIGIBLE IMPROVEMENTS, WHETHER A PRIVATE DEVELOPER  
12 ADVANCES THOSE FUNDS PURSUANT TO LOANS OR CONTRACTUAL FUNDING  
13 AND REIMBURSEMENT AGREEMENTS;

14 (c) REASONABLE INTEREST ON THE FUNDS ADVANCED BY A  
15 PRIVATE DEVELOPER PURSUANT TO SUBSECTION (8)(b) OF THIS SECTION;

16 (d) A FINANCING ENTITY'S COSTS FOR PURCHASING ELIGIBLE  
17 IMPROVEMENTS CONSTRUCTED AND OWNED BY THIRD PARTIES EITHER  
18 BEFORE OR AFTER DESIGNATION OF THE TRANSIT INVESTMENT PROJECT;  
19 AND

20 (e) COSTS AND EXPENSES INCURRED BY A FINANCING ENTITY  
21 PURSUANT TO SECTION 24-35-123 AND IN COMPLYING WITH ITS ANNUAL  
22 REPORT AND AUDIT OBLIGATIONS UNDER THIS PART 4.

23 (9) "ELIGIBLE IMPROVEMENTS" MEANS THE SPECIFIC  
24 IMPROVEMENTS AUTHORIZED BY THE COMMISSION AS PART OF AN  
25 APPROVED TRANSIT INVESTMENT PROJECT, INCLUDING:

- 26 (a) ROADS;
- 27 (b) STREETS;

- 1 (c) STATE HIGHWAYS;
- 2 (d) RIGHTS-OF-WAY;
- 3 (e) LIGHTING;
- 4 (f) DIRECTION AND LOCATION SIGNAGE AND SIMILAR SIGNAGE;
- 5 (g) LAND ACQUISITION;
- 6 (h) SURVEYING, ENGINEERING, SOILS TESTING, SITE PLANNING,
- 7 GRADING, AND SIMILAR ACTIVITIES NECESSARY OR CONVENIENT FOR SITE
- 8 PREPARATION AND DEVELOPMENT;
- 9 (i) TRAILS AND PATHS;
- 10 (j) PUBLIC SAFETY FACILITIES;
- 11 (k) LANDSCAPING;
- 12 (l) TRANSPORTATION FACILITIES;
- 13 (m) BICYCLE AND PEDESTRIAN INFRASTRUCTURE;
- 14 (n) SURFACE AND STRUCTURED PARKING FACILITIES; AND
- 15 (o) ANY OTHER FACILITIES OR IMPROVEMENTS NECESSARY OR
- 16 CONVENIENT FOR THE COMPLETION OF AN APPROVED PROJECT.

17 (10) (a) "FINANCING ENTITY" MEANS THE ENTITY DESIGNATED BY  
18 THE COMMISSION IN CONNECTION WITH ITS APPROVAL OF A TRANSIT  
19 INVESTMENT PROJECT TO RECEIVE AND USE STATE SALES TAX INCREMENT  
20 REVENUE.

21 (b) A COUNTY REVITALIZATION AUTHORITY, A METROPOLITAN  
22 DISTRICT, AN URBAN RENEWAL AUTHORITY, OR ANY TRANSIT INVESTMENT  
23 AUTHORITY TO BE FORMED PURSUANT TO THIS PART 4 MAY QUALIFY AS A  
24 FINANCING ENTITY.

25 (11) "FINANCING TERM" MEANS THE AGGREGATE PERIOD NOT TO  
26 EXCEED THIRTY YEARS AUTHORIZED BY THE COMMISSION PURSUANT TO  
27 THIS PART 4 DURING WHICH THE FINANCING ENTITY IS AUTHORIZED TO

1 RECEIVE AND USE STATE SALES TAX INCREMENT REVENUE TO FINANCE  
2 ELIGIBLE COSTS.

3 (12) "INFLATION OR DEFLATION" MEANS THE ANNUAL PERCENTAGE  
4 CHANGE IN THE UNITED STATES DEPARTMENT OF LABOR'S BUREAU OF  
5 LABOR STATISTICS CONSUMER PRICE INDEX, OR A SUCCESSOR INDEX, FOR  
6 DENVER-AURORA-LAKEWOOD FOR ALL ITEMS PAID FOR BY URBAN  
7 CONSUMERS.

8 (13) "LOCAL GOVERNMENT" MEANS A CITY, COUNTY, CITY AND  
9 COUNTY, TOWN, OR A GROUP OF CONTIGUOUS CITIES, COUNTIES, CITIES  
10 AND COUNTIES, OR TOWNS.

11 (14) "OFFICE OF ECONOMIC DEVELOPMENT" MEANS THE  
12 COLORADO OFFICE OF ECONOMIC DEVELOPMENT CREATED IN SECTION  
13 24-48.5-101.

14 (15) "PASSENGER RAIL STATION" HAS THE MEANING SET FORTH IN  
15 SECTION 32-22-102 (8).

16 (16) "STATE SALES TAX INCREMENT REVENUE" MEANS AN ANNUAL  
17 AMOUNT EQUAL TO THE TOTAL OF:

18 (a) THE ANNUAL REVENUE DERIVED FROM STATE SALES TAXES,  
19 INCLUDING ANY REVENUE ATTRIBUTABLE TO THE BASELINE GROWTH  
20 RATE, COLLECTED ON SALES MADE AT PHYSICAL SITES WITHIN A  
21 DESIGNATED TRANSIT INVESTMENT AREA IN EXCESS OF THE AMOUNT OF  
22 BASE YEAR REVENUE ADJUSTED TO ACCOUNT FOR THE BASELINE GROWTH  
23 RATE; AND

24 (b) TWENTY PERCENT OF THE BASE YEAR REVENUE, WHICH  
25 TWENTY PERCENT APPROXIMATES ONLINE SALES THAT ARE NOT INCLUDED  
26 AS SALES MADE AT PHYSICAL SITES WITHIN A DESIGNATED TRANSIT  
27 INVESTMENT AREA.

1 (17) "TRANSIT AGENCY" MEANS A LOCAL OR REGIONAL TRANSIT  
2 DISTRICT, OR A REGIONAL TRANSPORTATION AUTHORITY THAT PROVIDES  
3 PUBLIC TRANSIT.

4 (18) "TRANSIT AND HOUSING INVESTMENT ZONE" MEANS THE AREA  
5 DESIGNATED BY THE OFFICE OF ECONOMIC DEVELOPMENT IN THE TRANSIT  
6 AND HOUSING INVESTMENT ZONE MAP PURSUANT TO SECTION 24-48.5-136.

7 (19) "TRANSIT INVESTMENT AREA" MEANS A GEOGRAPHIC AREA  
8 THAT IS WITHIN A TRANSIT AND HOUSING INVESTMENT ZONE AND THAT  
9 THE COMMISSION APPROVES AS PART OF A TRANSIT INVESTMENT PROJECT  
10 PURSUANT TO SECTION 24-46-404 (3)(d)(I)(B). A TRANSIT INVESTMENT  
11 AREA SHALL NOT EXTEND INTO THE TERRITORIAL BOUNDARIES OF ANY  
12 LOCAL GOVERNMENT UNLESS A LOCAL GOVERNMENT REQUESTS THE  
13 DESIGNATION OF THE TRANSIT INVESTMENT AREA. A TRANSIT INVESTMENT  
14 AREA MAY BE LIMITED TO PORTIONS OF A LOCAL GOVERNMENT AND MAY  
15 INCLUDE NONCONTIGUOUS TRACTS OR PARCELS OF PROPERTY.

16 (20) "TRANSIT INVESTMENT AUTHORITY" OR "AUTHORITY" MEANS  
17 A CORPORATE BODY ORGANIZED PURSUANT TO THIS PART 4 FOR THE  
18 PURPOSES, WITH THE POWERS, AND SUBJECT TO THE RESTRICTIONS SET  
19 FORTH IN THIS PART 4 AND THE FORMATION OF WHICH HAS BEEN  
20 APPROVED BY THE COMMISSION PURSUANT TO THIS PART 4.

21 (21) "TRANSIT INVESTMENT PROJECT" OR "PROJECT" MEANS A  
22 DEVELOPMENT PROJECT THAT IS PLANNED TO INCLUDE A TRANSPORTATION  
23 FACILITY OR SIGNIFICANT IMPROVEMENTS TO A TRANSPORTATION FACILITY  
24 TOGETHER WITH ANCILLARY USES, STRUCTURES, AND IMPROVEMENTS,  
25 AND THAT THE COMMISSION APPROVES PURSUANT TO SECTION 24-46-404  
26 (3).

27 (22) (a) "TRANSIT STATION" MEANS A PHYSICAL LOCATION

1 DESIGNED TO INTEGRATE AND FACILITATE THE CONNECTION BETWEEN  
2 MULTIPLE MODES OF TRANSPORTATION, INCLUDING:

- 3 (I) PUBLIC TRANSIT, SUCH AS BUSES;
- 4 (II) LIGHT RAIL, AERIAL TRANSIT, AND COMMUTER RAIL;
- 5 (III) ACTIVE TRANSPORTATION, SUCH AS BICYCLE AND PEDESTRIAN  
6 INFRASTRUCTURE;
- 7 (IV) SHARED MOBILITY SERVICES INCLUDING CAR SHARE, BIKE  
8 SHARE, AND SCOOTER SHARE;
- 9 (V) RIDE-HAILING AND DEMAND-RESPONSIVE SERVICES; AND
- 10 (VI) PRIVATE VEHICLES.

11 (b) A TRANSIT STATION MAY INCLUDE RELATED INFRASTRUCTURE  
12 THAT SUPPORTS SEAMLESS AND EFFICIENT MULTIMODAL TRAVEL, SUCH AS  
13 PARK-AND-RIDE FACILITIES, ELECTRIC VEHICLE CHARGING STATIONS,  
14 BICYCLE STORAGE, WAYFINDING SYSTEMS, AND PASSENGER AMENITIES.

15 (23) "TRANSPORTATION FACILITY" MEANS A TRANSIT STATION OR  
16 PASSENGER RAIL STATION.

17 (24) "URBAN RENEWAL AUTHORITY" HAS THE MEANING SET FORTH  
18 IN SECTION 31-25-103 (8.5).

19 **24-46-403. Transit investment project - application -**  
20 **requirements - transit investment zones cash fund.**

21 (1) BEGINNING JANUARY 1, 2027, A LOCAL GOVERNMENT, EITHER  
22 ALONE OR IN PARTNERSHIP WITH A TRANSIT AGENCY THAT HAS  
23 JURISDICTION WITHIN A PROPOSED TRANSIT INVESTMENT AREA, MAY  
24 SUBMIT AN APPLICATION TO THE OFFICE OF ECONOMIC DEVELOPMENT FOR  
25 THE APPROVAL OF A TRANSIT INVESTMENT PROJECT, INCLUDING THE:

- 26 (a) DESIGNATION OF A TRANSIT INVESTMENT AREA;
- 27 (b) CREATION OF A TRANSIT INVESTMENT AUTHORITY, AS

1 NECESSARY; AND

2 (c) DESIGNATION OF A FINANCING ENTITY TO RECEIVE, USE, AND  
3 DISBURSE STATE SALES TAX INCREMENT REVENUE FOR ELIGIBLE COSTS.

4 (2) (a) BEFORE A LOCAL GOVERNMENT SUBMITS AN APPLICATION  
5 FOR A TRANSIT INVESTMENT PROJECT TO THE OFFICE OF ECONOMIC  
6 DEVELOPMENT PURSUANT TO SUBSECTION (1) OF THIS SECTION, THE LOCAL  
7 GOVERNMENT MUST SUBMIT A MAP SHOWING THE PROPOSED BOUNDARIES  
8 OF A PROPOSED TRANSIT INVESTMENT AREA TO THE OFFICE OF ECONOMIC  
9 DEVELOPMENT, ALONG WITH DATA AND A CALCULATION SHOWING THE  
10 PROJECTED BASELINE GROWTH RATE. THE OFFICE OF ECONOMIC  
11 DEVELOPMENT SHALL VERIFY WHETHER THE PROPOSED TRANSIT  
12 INVESTMENT AREA IS WITHIN A TRANSIT AND HOUSING INVESTMENT ZONE  
13 THAT IS ESTABLISHED IN RELATION TO A TRANSIT FACILITY THAT IS THE  
14 SUBJECT OF THE TRANSIT INVESTMENT PROJECT IN THE LOCAL  
15 GOVERNMENT'S APPLICATION SUBMITTED PURSUANT TO SUBSECTION (1)  
16 OF THIS SECTION, AND THE OFFICE OF ECONOMIC DEVELOPMENT SHALL  
17 ENTER INTO A CONTRACT WITH A THIRD PARTY TO DETERMINE THE  
18 BASELINE GROWTH RATE FOR THE PROPOSED TRANSIT INVESTMENT AREA.  
19 IN DETERMINING THE BASELINE GROWTH RATE, THE CONTRACTED THIRD  
20 PARTY SHALL CONSIDER THE GROWTH RATE FOR THE PROPOSED TRANSIT  
21 INVESTMENT AREA DURING AT LEAST THE PREVIOUS TEN CALENDAR  
22 YEARS. THE THIRD-PARTY CONTRACTOR SHALL DELIVER ITS FINDINGS TO  
23 THE OFFICE OF STATE PLANNING AND BUDGETING FOR REVIEW.

24 (b) THE OFFICE OF ECONOMIC DEVELOPMENT MAY CHARGE A  
25 LOCAL GOVERNMENT A SUBMISSION FEE OF UP TO FOUR THOUSAND FIVE  
26 HUNDRED DOLLARS PER SUBMISSION, AND THE STATE TREASURER SHALL  
27 CREDIT THAT FEE TO THE TRANSIT INVESTMENT ZONES CASH FUND

1       CREATED IN SUBSECTION (6) OF THIS SECTION, FOR THE COSTS INCURRED  
2       IN CONTRACTING WITH A THIRD PARTY FOR THE DETERMINATION OF THE  
3       BASELINE GROWTH RATE FOR THE PROPOSED TRANSIT INVESTMENT AREA  
4       PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION. THE OFFICE OF  
5       ECONOMIC DEVELOPMENT SHALL ANNUALLY ADJUST FOR INFLATION OR  
6       DEFLATION THE FEE REQUIRED PURSUANT TO THIS SUBSECTION (2)(b) AND  
7       SHALL ROUND THE ADJUSTED AMOUNT UPWARD OR DOWNWARD TO THE  
8       NEAREST HUNDRED DOLLARS.

9               (c) THE LOCAL GOVERNMENT AND THE THIRD-PARTY ANALYST  
10       RETAINED PURSUANT TO SUBSECTION (3)(j) OF THIS SECTION SHALL USE  
11       THE BASELINE GROWTH RATE DETERMINED BY A CONTRACTED THIRD  
12       PARTY PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION IN THEIR  
13       ASSUMPTIONS AND ECONOMIC ANALYSES FOR THE PURPOSE OF  
14       CALCULATING THE TOTAL CUMULATIVE DOLLAR AMOUNT AVAILABLE TO  
15       BE PLEDGED TO THE PROPOSED TRANSIT INVESTMENT PROJECT AS  
16       REQUIRED BY SUBSECTIONS (3)(i) AND (3)(j) OF THIS SECTION.

17               (3) A LOCAL GOVERNMENT THAT SUBMITS AN APPLICATION  
18       PURSUANT TO SUBSECTION (1) OF THIS SECTION MUST SUBMIT THE  
19       APPLICATION TO THE OFFICE OF ECONOMIC DEVELOPMENT IN A FORM AND  
20       MANNER TO BE DETERMINED BY THE COMMISSION. AN APPLICATION MUST  
21       INCLUDE AT LEAST:

22               (a) MAPS OF THE PROPOSED PROJECT AREA SHOWING BOTH  
23       CURRENT CONDITIONS AND A CONCEPTUAL RENDERING OF THE PROPOSED  
24       TRANSIT INVESTMENT PROJECT IN ITS ANTICIPATED BUILT CONDITION;

25               (b) A MAP SHOWING THE PROPOSED BOUNDARIES OF THE PROPOSED  
26       TRANSIT INVESTMENT AREA;

27               (c) A NARRATIVE DESCRIPTION OF THE PROPOSED TRANSIT

1 INVESTMENT PROJECT, INCLUDING:

2 (I) THE LOCATION AND ESTIMATED OVERALL COST;

3 (II) ESTIMATED ELIGIBLE COSTS;

4 (III) THE ANTICIPATED SCOPE AND PHASING OF ELIGIBLE

5 IMPROVEMENTS;

6 (IV) THE INFRASTRUCTURE EXISTING OR NEEDED IN CONNECTION

7 WITH THE PROPOSED TRANSIT INVESTMENT PROJECT; AND

8 (V) AN OPERATIONS, MAINTENANCE, AND CAPITAL RESERVE PLAN

9 FOR THE PROPOSED TRANSIT INVESTMENT PROJECT;

10 (d) A DISCUSSION OF THE APPLICATION CRITERIA ESTABLISHED IN

11 SUBSECTION (4) OF THIS SECTION AND HOW THE PROPOSED TRANSIT

12 INVESTMENT PROJECT WILL MEET THE CRITERIA. THIS DISCUSSION SHALL

13 INCLUDE AN ECONOMIC ANALYSIS DETAILING:

14 (I) PROJECTED ECONOMIC DEVELOPMENT;

15 (II) IMPACT OF THE PROJECT ON FUTURE STATE SALES TAX

16 REVENUE IN THE TRANSIT INVESTMENT AREA DURING AND AFTER THE

17 FINANCING TERM; AND

18 (III) ANY OTHER INFORMATION REASONABLY REQUESTED BY THE

19 COMMISSION;

20 (e) (I) A DESCRIPTION OF THE PROPOSED FINANCING ENTITY; AND

21 (II) A GENERAL DESCRIPTION OF THE PROPOSED FINANCING

22 ENTITY'S PLAN FOR FINANCING THE ELIGIBLE COSTS AND PROVIDING THE

23 PROPOSED ELIGIBLE IMPROVEMENTS;

24 (f) IF APPLICABLE, A REQUEST FOR AUTHORIZATION OF A TRANSIT

25 INVESTMENT AUTHORITY, WHICH REQUEST SHALL INCLUDE A DESCRIPTION

26 OF THE PROPOSED TRANSIT INVESTMENT AUTHORITY'S:

27 (I) GEOGRAPHIC BOUNDARIES;

1 (II) REQUESTED POWERS; AND

2 (III) ANTICIPATED SOURCES OF REVENUE, IF ANY, IN ADDITION TO  
3 STATE SALES TAX INCREMENT REVENUE;

4 (g) IF IT IS ANTICIPATED THAT THE PROPOSED FINANCING ENTITY  
5 WILL ENTER INTO CONTRACTUAL ARRANGEMENTS WITH ONE OR MORE  
6 URBAN RENEWAL AUTHORITIES, METROPOLITAN DISTRICTS, AUTHORITIES  
7 FORMED BY INTERGOVERNMENTAL AGREEMENT AMONG TWO OR MORE  
8 METROPOLITAN DISTRICTS, LOCAL GOVERNMENTS, REGIONAL  
9 TRANSPORTATION AUTHORITIES, OR PRIVATE PARTIES WITH RESPECT TO  
10 THE METHOD OF FINANCING THE ELIGIBLE COSTS AND PROVIDING THE  
11 PROPOSED ELIGIBLE IMPROVEMENTS, A GENERAL DESCRIPTION OF THE  
12 CONTEMPLATED CONTRACTUAL ARRANGEMENTS;

13 (h) IF IT IS ANTICIPATED THAT THE PROPOSED ELIGIBLE  
14 IMPROVEMENTS WILL BE CONSTRUCTED IN PHASES OR THAT FINANCING OF  
15 THE ELIGIBLE COSTS WILL BE ACCOMPLISHED IN PHASES, A DESCRIPTION OF  
16 THE CONTEMPLATED PHASES AND THE ANTICIPATED TIMING OF THE  
17 PHASES;

18 (i) CONCERNING THE FINANCING OF THE PROPOSED ELIGIBLE  
19 PUBLIC IMPROVEMENTS BY THE FINANCING ENTITY, THE FOLLOWING  
20 PROPOSED ITEMS:

21 (I) THE FINANCING TERM;

22 (II) THE TOTAL CUMULATIVE DOLLAR AMOUNT OF REVENUE THAT  
23 CAN BE ALLOCATED TO THE FINANCING ENTITY; AND

24 (III) THE PORTION OF THE FINANCING TERM DURING WHICH THE  
25 PERCENTAGE OF STATE SALES TAX INCREMENT REVENUE TO BE  
26 ALLOCATED TO THE FINANCING ENTITY IS TO BE ALLOCATED TO THE  
27 FINANCING ENTITY;

1 (j) UPON RECEIPT OF AN APPLICATION, THE OFFICE OF ECONOMIC  
2 DEVELOPMENT SHALL COMMISSION A REPORT BY A THIRD-PARTY ANALYST  
3 WHO IS AN EXPERT IN THE FIELD OF ECONOMIC OR PUBLIC FINANCIAL  
4 ANALYSIS CALCULATING THE TOTAL CUMULATIVE DOLLAR AMOUNT  
5 AVAILABLE TO BE PLEDGED TO THE PROPOSED TRANSIT INVESTMENT  
6 PROJECT TO BE SET BY THE COMMISSION PURSUANT TO SECTION 24-46-404  
7 (3). THE REVIEWING THIRD-PARTY ANALYST MUST BE CHOSEN THROUGH  
8 A REQUEST FOR PROPOSALS ISSUED BY THE OFFICE OF ECONOMIC  
9 DEVELOPMENT TO ENSURE AN INDEPENDENT AND THOROUGH ANALYSIS,  
10 AND THE THIRD-PARTY ANALYST SHALL REPORT TO THAT OFFICE. THE  
11 OFFICE OF ECONOMIC DEVELOPMENT SHALL CHARGE AN APPLICATION FEE  
12 TO A LOCAL GOVERNMENT THAT SUBMITS AN APPLICATION PURSUANT TO  
13 SUBSECTION (1) OF THIS SECTION, AND THE STATE TREASURER SHALL  
14 CREDIT THAT FEE TO THE TRANSIT INVESTMENT ZONES CASH FUND  
15 CREATED IN SUBSECTION (6) OF THIS SECTION, TO PAY THE COSTS FOR THE  
16 THIRD-PARTY ANALYST TO:

17 (I) CALCULATE THE TOTAL ANTICIPATED STATE SALES TAX  
18 INCREMENT REVENUE DURING THE FINANCING TERM IN THE PROPOSED  
19 TRANSIT INVESTMENT AREA;

20 (II) CALCULATE THE TOTAL REGIONAL TRANSIT INVESTMENT AREA  
21 STATE SALES TAX INCREMENT REVENUE THAT EACH LOCAL GOVERNMENT  
22 THAT IS A PARTY TO A MULTIPARTY APPLICATION IS ELIGIBLE TO RECEIVE;  
23 AND

24 (III) ASSESS THE APPLICATION'S SATISFACTION OF THE CRITERIA  
25 DESCRIBED IN SUBSECTION (4) OF THIS SECTION AND THE PROVISION OF  
26 ANY INFORMATION REQUIRED BY THE OFFICE OF ECONOMIC DEVELOPMENT  
27 OR THE COMMISSION.

1           (k) A LOCAL GOVERNMENT THAT SUBMITS AN APPLICATION  
2 PURSUANT TO SUBSECTION (1) OF THIS SECTION MUST SHARE THE DATA  
3 AND ASSUMPTIONS IT USED IN ITS APPLICATION WITH THE THIRD-PARTY  
4 ANALYST, AND THE ANALYST SHALL RELY ON THE DATA AND REASONING  
5 AS IT DEEMS APPROPRIATE IN THE EXERCISE OF ITS INDEPENDENT  
6 JUDGMENT. AN APPLICANT THAT IS DISSATISFIED WITH THE REPORT  
7 PRODUCED BY THE THIRD-PARTY ANALYST MAY REVISE ITS APPLICATION  
8 AND REQUEST THAT THE THIRD-PARTY ANALYST REVISE THE REPORT.

9           (4) AN APPLICATION MUST DEMONSTRATE THAT IT SATISFIES EACH  
10 OF THE FOLLOWING CRITERIA:

11           (a) THE PROPOSED TRANSIT INVESTMENT PROJECT IS REASONABLY  
12 ANTICIPATED TO RESULT IN A SUBSTANTIAL INCREASE IN TRANSIT  
13 UTILIZATION;

14           (b) THE BOUNDARIES OF THE PROPOSED TRANSIT INVESTMENT  
15 AREA ARE ONLY AS LARGE AS NECESSARY TO ACCOMPLISH THE PROPOSED  
16 TRANSIT INVESTMENT PROJECT GOALS;

17           (c) THE PROPOSED TRANSIT INVESTMENT PROJECT OR SUBSTANTIAL  
18 PORTIONS OF THE PROPOSED PROJECT HAVE BEEN IDENTIFIED AS PART OF  
19 A LOCAL PLANNING PROCESS;

20           (d) THE COSTS IDENTIFIED PURSUANT TO SECTION 24-46-403  
21 (3)(c)(II) ARE ELIGIBLE COSTS;

22           (e) THE STATE SALES TAX INCREMENT REVENUE THAT EXCEEDS  
23 THE PROJECTED COSTS OF ELIGIBLE COSTS WILL BE SPENT ON ADDITIONAL  
24 ELIGIBLE COSTS INCURRED IN CONNECTION WITH THE TRANSIT  
25 INVESTMENT PROJECT; AND

26           (f) THE LOCAL GOVERNMENT THAT SUBMITTED THE APPLICATION  
27 FOR THE PROPOSED TRANSIT INVESTMENT PROJECT HAS PROVIDED

1 RELIABLE ECONOMIC DATA DEMONSTRATING THAT, IN THE ABSENCE OF  
2 STATE SALES TAX INCREMENT REVENUE, THE PROPOSED PROJECT IS NOT  
3 REASONABLY ANTICIPATED TO BE DEVELOPED WITHIN THE FORESEEABLE  
4 FUTURE.

5 (5) THE OFFICE OF ECONOMIC DEVELOPMENT SHALL PROVIDE THE  
6 COMMISSION WITH EACH APPLICATION RECEIVED AFTER THE DIRECTOR'S  
7 REVIEW PURSUANT TO SECTION 24-46-404.

8 (6) (a) THE TRANSIT INVESTMENT ZONES CASH FUND IS CREATED  
9 IN THE STATE TREASURY. THE FUND CONSISTS OF APPLICATION FEES  
10 COLLECTED BY THE OFFICE OF ECONOMIC DEVELOPMENT AND CREDITED TO  
11 THE FUND PURSUANT TO SUBSECTION (3)(j) OF THIS SECTION, SUBMISSION  
12 FEES COLLECTED BY THE OFFICE OF ECONOMIC DEVELOPMENT AND  
13 CREDITED TO THE FUND PURSUANT TO SUBSECTION (2)(b) OF THIS  
14 SECTION, AND ANY OTHER MONEY THAT THE GENERAL ASSEMBLY MAY  
15 APPROPRIATE OR TRANSFER TO THE FUND.

16 (b) IN ACCORDANCE WITH SECTION 24-36-114 (1), THE STATE  
17 TREASURER SHALL CREDIT ALL INTEREST AND INCOME DERIVED FROM THE  
18 DEPOSIT AND INVESTMENT OF MONEY IN THE TRANSIT INVESTMENT ZONES  
19 CASH FUND TO THE GENERAL FUND.

20 (c) MONEY IN THE FUND IS CONTINUOUSLY APPROPRIATED TO THE  
21 OFFICE OF ECONOMIC DEVELOPMENT TO PAY:

22 (I) THE COST INCURRED IN CONTRACTING WITH A THIRD PARTY TO  
23 DETERMINE THE BASELINE GROWTH RATE FOR THE PROPOSED TRANSIT  
24 INVESTMENT AREA PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION;  
25 AND

26 (II) THE COSTS FOR THIRD-PARTY ANALYSTS AS DESCRIBED IN  
27 SUBSECTION (3)(j) OF THIS SECTION.

1           **24-46-404. Transit investment project approval - director -**  
2           **commission - review.**

3           (1) UPON RECEIPT OF A LOCAL GOVERNMENT'S APPLICATION FOR  
4           THE APPROVAL OF A TRANSIT INVESTMENT PROJECT, THE DIRECTOR OR THE  
5           DIRECTOR'S DESIGNEE SHALL REVIEW THE APPLICATION AND MAKE AN  
6           INITIAL DETERMINATION AS TO WHETHER THE APPLICATION HAS MET THE  
7           CRITERIA FOR A TRANSIT INVESTMENT PROJECT SPECIFIED IN SECTION  
8           24-46-403 (4).

9           (2) AFTER REVIEWING AN APPLICATION FOR APPROVAL OF A  
10          TRANSIT INVESTMENT PROJECT FOR COMPLETENESS, THE DIRECTOR SHALL  
11          FORWARD THE APPLICATION:

12          (a) TO THE THIRD-PARTY ANALYST WHO WILL REVIEW THE  
13          APPLICATION PURSUANT TO SECTION 24-46-403 (3)(j);

14          (b) AT LEAST THIRTY DAYS PRIOR TO A PUBLIC HEARING HELD  
15          PURSUANT TO SUBSECTION (3) OF THIS SECTION, TO ANY LOCAL  
16          GOVERNMENT THAT IS ADJACENT TO THE LOCATION OF THE PROPOSED  
17          TRANSIT INVESTMENT AREA TO NOTIFY THE ADJACENT JURISDICTIONS OF  
18          THE PROPOSAL; AND

19          (c) TO THE COMMISSION WITH A RECOMMENDATION THAT THE  
20          COMMISSION APPROVE, APPROVE WITH CONDITIONS, OR DENY THE  
21          APPLICATION.

22          (3) (a) UPON RECEIVING AN APPLICATION FOR THE APPROVAL OF  
23          A TRANSIT INVESTMENT PROJECT, THE COMMISSION SHALL HOLD A PUBLIC  
24          HEARING, SUBJECT TO THE OPEN MEETINGS LAW UNDER PART 4 OF ARTICLE  
25          6 OF THIS TITLE 24, TO REVIEW AND CONSIDER THE APPLICATION. THE  
26          COMMISSION MAY HOLD THE HEARING VIRTUALLY.

27          (b) AFTER HOLDING A HEARING PURSUANT TO SUBSECTION (3)(a)

1 OF THIS SECTION, WHILE GIVING CONSIDERATION TO THE DIRECTOR'S  
2 RECOMMENDATIONS AND THE REPORT COMPLETED BY A THIRD-PARTY  
3 ANALYST PURSUANT TO SECTION 24-46-403 (3)(j), THE COMMISSION SHALL  
4 TIMELY APPROVE, APPROVE WITH CONDITIONS, OR DENY AN APPLICATION.

5 (c) THE COMMISSION SHALL APPROVE A LOCAL GOVERNMENT'S  
6 APPLICATION FOR THE APPROVAL OF A TRANSIT INVESTMENT PROJECT IF A  
7 MAJORITY OF THE COMMISSIONERS PARTICIPATING IN THE REVIEW OF THE  
8 APPLICATION FINDS THAT THE APPLICATION DEMONSTRATES THAT EACH  
9 OF THE CRITERIA IDENTIFIED IN SECTION 24-46-403 (4) ARE MATERIALLY  
10 MET.

11 (d) (I) IF THE COMMISSION APPROVES AN APPLICATION FOR A  
12 TRANSIT INVESTMENT PROJECT, IT SHALL ADOPT A RESOLUTION THAT  
13 SPECIFIES:

14 (A) THE LOCAL GOVERNMENT THAT HAS BEEN APPROVED TO  
15 UNDERTAKE A TRANSIT INVESTMENT PROJECT;

16 (B) THE BOUNDARY OF THE TRANSIT INVESTMENT AREA  
17 ESTABLISHED IN CONNECTION WITH THE TRANSIT INVESTMENT PROJECT;

18 (C) WHETHER THE COMMISSION HAS AUTHORIZED THE CREATION  
19 OF A TRANSIT INVESTMENT AUTHORITY; AND

20 (D) THE TOTAL CUMULATIVE DOLLAR AMOUNT THAT CAN BE  
21 DEDICATED TO THE TRANSIT INVESTMENT PROJECT, AS DETERMINED  
22 PURSUANT TO SUBSECTION (3)(d)(II) OF THIS SECTION.

23 (II) (A) IN DETERMINING THE TOTAL CUMULATIVE DOLLAR  
24 AMOUNT THAT CAN BE DEDICATED TO THE TRANSIT INVESTMENT PROJECT  
25 PURSUANT TO SUBSECTION (3)(d)(I)(D) OF THIS SECTION, THE COMMISSION  
26 SHALL AWARD AN AMOUNT EQUAL TO THE TOTAL CUMULATIVE DOLLAR  
27 AMOUNT THAT THE THIRD-PARTY ANALYST DETERMINES CAN BE

1 DEDICATED TO THE TRANSIT INVESTMENT PROJECT AS REPORTED  
2 PURSUANT TO SECTION 24-46-403 (3)(j).

3 (B) NOTWITHSTANDING SUBSECTION (3)(d)(II)(A) OF THIS  
4 SECTION, IF THE ESTIMATED ELIGIBLE COSTS IDENTIFIED PURSUANT TO  
5 SECTION 24-46-403 (3)(c)(II) ARE LESS THAN THE TOTAL CUMULATIVE  
6 DOLLAR AMOUNT THAT THE THIRD-PARTY ANALYST DETERMINES CAN BE  
7 DEDICATED TO THE TRANSIT INVESTMENT PROJECT AS REPORTED  
8 PURSUANT TO SECTION 24-46-403 (3)(j) AND THE APPLICATION DID NOT  
9 AFFIRM THAT STATE SALES TAX INCREMENT REVENUE THAT EXCEEDS THE  
10 ESTIMATED ELIGIBLE COSTS WILL BE SPENT ON ADDITIONAL ELIGIBLE  
11 COSTS INCURRED IN CONNECTION WITH THE TRANSIT INVESTMENT  
12 PROJECT, IN DETERMINING THE TOTAL CUMULATIVE DOLLAR AMOUNT  
13 THAT CAN BE DEDICATED TO THE TRANSIT INVESTMENT PROJECT  
14 PURSUANT TO SUBSECTION (3)(d)(I)(D) OF THIS SECTION, THE COMMISSION  
15 SHALL AWARD A TOTAL CUMULATIVE DOLLAR AMOUNT EQUAL TO THE  
16 ESTIMATED ELIGIBLE COSTS IDENTIFIED PURSUANT TO SECTION 24-46-403  
17 (3)(c)(II).

18 (C) NOTWITHSTANDING SUBSECTION (3)(d)(II)(A) OF THIS  
19 SECTION, IF THE ESTIMATED ELIGIBLE COSTS IDENTIFIED PURSUANT TO  
20 SECTION 24-46-403 (3)(c)(II) ARE LESS THAN THE TOTAL CUMULATIVE  
21 DOLLAR AMOUNT THAT THE THIRD-PARTY ANALYST DETERMINES CAN BE  
22 DEDICATED TO THE TRANSIT INVESTMENT PROJECT AS REPORTED  
23 PURSUANT TO SECTION 24-46-403 (3)(j) AND THE APPLICATION AFFIRMED  
24 THAT STATE SALES TAX INCREMENT REVENUE THAT EXCEEDS THE  
25 ESTIMATED ELIGIBLE COSTS WILL BE SPENT ON ADDITIONAL ELIGIBLE  
26 COSTS INCURRED IN CONNECTION WITH THE TRANSIT INVESTMENT  
27 PROJECT, IN DETERMINING THE TOTAL CUMULATIVE DOLLAR AMOUNT

1 THAT CAN BE DEDICATED TO THE TRANSIT INVESTMENT PROJECT  
2 PURSUANT TO SUBSECTION (3)(d)(I)(D) OF THIS SECTION, THE COMMISSION  
3 SHALL AWARD A TOTAL CUMULATIVE DOLLAR AMOUNT EQUAL TO THE  
4 ESTIMATED ELIGIBLE COSTS IDENTIFIED PURSUANT TO SECTION 24-46-403  
5 (3)(c)(II) AND ALLOW FOR THE EXPENDITURE OF ADDITIONAL STATE SALES  
6 TAX INCREMENT REVENUE FOR ADDITIONAL ELIGIBLE COSTS INCURRED IN  
7 CONNECTION WITH THE TRANSIT INVESTMENT PROJECT BEYOND THOSE  
8 ESTIMATED IN THE APPLICATION.

9 (e) THE COMMISSION SHALL NOT APPROVE ANY PROPOSED TRANSIT  
10 INVESTMENT PROJECT THAT WOULD LIKELY CREATE A STATE SALES TAX  
11 INCREMENT REVENUE DEDICATION OF MORE THAN SEVENTY-FIVE MILLION  
12 DOLLARS TO ALL TRANSIT INVESTMENT PROJECTS IN ANY GIVEN FISCAL  
13 YEAR.

14 (f) (I) THE COMMISSION SHALL NOT APPROVE MORE THAN THREE  
15 TRANSIT INVESTMENT PROJECTS PURSUANT TO THIS SUBSECTION (3) IN  
16 ANY CALENDAR YEAR AND SHALL NOT APPROVE MORE THAN SIX TRANSIT  
17 INVESTMENT PROJECTS PURSUANT TO THIS SUBSECTION (3) IN TOTAL.

18 (II) IF THE COMMISSION DOES NOT APPROVE A PROPOSED TRANSIT  
19 INVESTMENT PROJECT BECAUSE DOING SO WOULD CAUSE THE COMMISSION  
20 TO APPROVE MORE THAN THREE PROPOSED TRANSIT INVESTMENT  
21 PROJECTS IN THE SAME CALENDAR YEAR, THE COMMISSION MAY CONSIDER  
22 SUCH A PROJECT FOR APPROVAL, APPROVAL WITH CONDITIONS, OR DENIAL  
23 IN THE NEXT CALENDAR YEAR.

24 (4) (a) AS PART OF THE APPROVAL OF A PROPOSED TRANSIT  
25 INVESTMENT PROJECT, THE COMMISSION SHALL AUTHORIZE:

26 (I) THE DEPARTMENT TO COLLECT THE STATE SALES TAX  
27 INCREMENT REVENUE SET TO BE COLLECTED IN CONNECTION WITH THE

1 PROPOSED TRANSIT INVESTMENT PROJECT ON BEHALF OF THE RELEVANT  
2 FINANCING ENTITY;

3 (II) A FINANCING ENTITY TO RECEIVE AND USE THE STATE SALES  
4 TAX INCREMENT REVENUE FOR THE DURATION OF THE FINANCING TERM;  
5 AND

6 (III) THE USE OF THE STATE SALES TAX INCREMENT REVENUE BY  
7 THE FINANCING ENTITY PURSUANT TO THIS PART 4 AND ANY CONDITIONS  
8 OF APPROVAL IMPOSED BY THE COMMISSION AND INCORPORATED IN  
9 WRITING INTO THE COMMISSION'S RESOLUTION APPROVING THE PROPOSED  
10 TRANSIT INVESTMENT PROJECT.

11 (b) IN IMPLEMENTING THE AUTHORIZATION DESCRIBED IN  
12 SUBSECTION (4)(a)(II) OF THIS SECTION, THE DEPARTMENT SHALL REMIT  
13 STATE SALES TAX INCREMENT REVENUE TO THE FINANCING ENTITY ON A  
14 MONTHLY BASIS PROMPTLY AFTER COLLECTING THAT REVENUE.

15 (5) (a) THE TOTAL AMOUNT OF STATE SALES TAX INCREMENT  
16 REVENUE DEDICATED TO A TRANSIT INVESTMENT PROJECT FOR THE ENTIRE  
17 DURATION OF THE PROJECT SHALL NOT EXCEED THE TOTAL CUMULATIVE  
18 DOLLAR AMOUNT SPECIFIED BY THE COMMISSION PURSUANT TO  
19 SUBSECTION (3) OF THIS SECTION. THE DEPARTMENT SHALL TRACK THE  
20 ANNUAL AND CUMULATIVE STATE SALES TAX INCREMENT REVENUE  
21 REMITTED TO THE FINANCING ENTITY IN CONNECTION WITH A TRANSIT  
22 INVESTMENT PROJECT AND SHALL NOTIFY THE COMMISSION WHEN  
23 CUMULATIVE PAYMENTS EQUAL NINETY PERCENT OF THE LIMITS SET BY  
24 THE COMMISSION PURSUANT TO SUBSECTION (3) OF THIS SECTION FOR THE  
25 COMMISSION'S CONCURRENCE REGARDING THE DOLLAR LIMITS.

26 (b) AFTER THE DEPARTMENT HAS REMITTED THE TOTAL  
27 CUMULATIVE DOLLAR AMOUNT OF STATE SALES TAX INCREMENT REVENUE

1 SPECIFIED BY THE COMMISSION PURSUANT TO SUBSECTION (3) OF THIS  
2 SECTION TO THE FINANCING ENTITY, THE DEPARTMENT SHALL NOT REMIT  
3 ANY ADDITIONAL STATE SALES TAX INCREMENT REVENUE FROM THE STATE  
4 TO THE FINANCING ENTITY, EVEN IF THE APPROVED FINANCING TERM IS  
5 NOT COMPLETED. THE DEPARTMENT SHALL NOTIFY THE COMMISSION IF IT  
6 IS NO LONGER REMITTING STATE SALES TAX INCREMENT REVENUE TO THE  
7 FINANCING ENTITY PURSUANT TO THIS SUBSECTION (5)(b).

8 (6) FOLLOWING THE COMMISSION'S APPROVAL OF AN APPLICATION,  
9 AND THE ESTABLISHMENT OF THE TERMS OF AWARD INCLUDING THE ITEMS  
10 DESCRIBED IN SUBSECTION (3)(d)(I) OF THIS SECTION, THE COMMISSION  
11 SHALL PROMPTLY TRANSMIT WRITTEN NOTICE AND A COPY OF THE  
12 APPROVAL TO THE EXECUTIVE DIRECTOR OF THE DEPARTMENT. THE  
13 COMMISSION SHALL INCLUDE ANY INFORMATION DEEMED NECESSARY BY  
14 THE DEPARTMENT TO FULFILL ITS OBLIGATIONS PURSUANT TO THIS PART  
15 4 IN THE WRITTEN NOTICE.

16 **24-46-405. Transit investment authority - board - creation -**  
17 **powers and duties.**

18 (1) THE COMMISSION SHALL NOT DENY A REQUEST TO AUTHORIZE  
19 THE CREATION OF A TRANSIT INVESTMENT AUTHORITY IF THE COMMISSION  
20 OTHERWISE APPROVES AN APPLICATION FOR A TRANSIT INVESTMENT  
21 PROJECT THAT INCLUDES A REQUEST FOR THE FORMATION OF A TRANSIT  
22 INVESTMENT AUTHORITY.

23 (2) A TRANSIT INVESTMENT AUTHORITY IS GOVERNED BY A BOARD  
24 CONSISTING OF THE FOLLOWING MEMBERS:

25 (a) IF THE TRANSIT INVESTMENT AUTHORITY IS A SINGLE LOCAL  
26 GOVERNMENT:

27 (I) TWO MEMBERS APPOINTED BY THE COMMISSION WHO ARE

1 OWNERS OF COMMERCIAL PROPERTY WITHIN THE TRANSIT INVESTMENT  
2 AREA;

3 (II) TWO MEMBERS APPOINTED BY THE LOCAL GOVERNMENT WHO  
4 ARE ELECTED OFFICIALS OF THE LOCAL GOVERNMENT; AND

5 (III) ONE MEMBER APPOINTED BY THE TRANSIT AGENCY THAT  
6 OPERATES THE TRANSPORTATION FACILITY THAT IS THE SUBJECT OF THE  
7 PROPOSED TRANSIT INVESTMENT PROJECT.

8 (b) IF THE TRANSIT INVESTMENT AUTHORITY IS TWO LOCAL  
9 GOVERNMENTS:

10 (I) TWO MEMBERS APPOINTED BY THE COMMISSION WHO ARE  
11 OWNERS OF COMMERCIAL PROPERTY WITHIN THE TRANSIT INVESTMENT  
12 AREA;

13 (II) ONE MEMBER APPOINTED BY THE TRANSIT AGENCY THAT  
14 OPERATES THE TRANSPORTATION FACILITY THAT IS THE SUBJECT OF THE  
15 PROPOSED TRANSIT INVESTMENT PROJECT; AND

16 (III) ONE MEMBER APPOINTED BY EACH OF THE TWO LOCAL  
17 GOVERNMENTS WHO IS AN ELECTED OFFICIAL OF ONE OF THE LOCAL  
18 GOVERNMENTS.

19 (c) IF THE TRANSIT INVESTMENT AUTHORITY IS MORE THAN TWO  
20 LOCAL GOVERNMENTS:

21 (I) ONE MEMBER APPOINTED BY EACH LOCAL GOVERNMENT IN THE  
22 TRANSIT INVESTMENT AUTHORITY WHO IS AN ELECTED OFFICIAL OF ONE OF  
23 THE LOCAL GOVERNMENTS; AND

24 (II) THREE OR MORE MEMBERS, AS DETERMINED BY THE  
25 COMMISSION SO THAT THE TOTAL NUMBER OF MEMBERS ON A GOVERNING  
26 BOARD IS AN ODD NUMBER, REPRESENTING COMMERCIAL PROPERTY  
27 OWNERS WITHIN THE TRANSIT INVESTMENT AREA, APPOINTED BY THE

1 COMMISSION.

2 (3) UNLESS LIMITED BY THE COMMISSION'S CONDITIONS OF  
3 APPROVAL, EACH TRANSIT INVESTMENT AUTHORITY HAS ALL THE POWERS  
4 NECESSARY OR CONVENIENT TO CARRY OUT THIS PART 4, INCLUDING THE  
5 FOLLOWING POWERS:

6 (a) PERPETUAL EXISTENCE AND SUCCESSION;

7 (b) TO ADOPT, HAVE, AND USE A CORPORATE SEAL;

8 (c) TO SUE AND BE SUED AND TO BE A PARTY TO SUITS, ACTIONS,  
9 AND PROCEEDINGS;

10 (d) TO UNDERTAKE TRANSIT INVESTMENT PROJECTS;

11 (e) TO ENTER INTO CONTRACTS AND AGREEMENTS AFFECTING THE  
12 AFFAIRS OF THE TRANSIT INVESTMENT AUTHORITY AS NECESSARY TO  
13 COMPLETE A TRANSIT INVESTMENT PROJECT;

14 (f) TO RECEIVE, INVEST, PLEDGE, SPEND, AND OTHERWISE USE AND  
15 EXPEND STATE SALES TAX INCREMENT REVENUE IN ACCORDANCE WITH AN  
16 APPROVED TRANSIT INVESTMENT PROJECT;

17 (g) TO ASSIGN AND PLEDGE TO ANY COUNTY REVITALIZATION  
18 AUTHORITY, METROPOLITAN DISTRICT, AUTHORITY FORMED BY  
19 INTERGOVERNMENTAL AGREEMENT AMONG TWO OR MORE METROPOLITAN  
20 DISTRICTS, REGIONAL TRANSPORTATION AUTHORITY, OR URBAN RENEWAL  
21 AUTHORITY HAVING ALL OR ANY PORTION OF THE TRANSIT INVESTMENT  
22 AREA WITHIN ITS BOUNDARIES OR SERVICE AREA THE TRANSIT  
23 INVESTMENT AUTHORITY'S RIGHT TO RECEIVE AND USE STATE SALES TAX  
24 INCREMENT REVENUE TO SUPPORT BONDS OR OTHER FINANCING  
25 INSTRUMENTS ISSUED OR ENTERED INTO BY THE COUNTY REVITALIZATION  
26 AUTHORITY, METROPOLITAN DISTRICT, AUTHORITY FORMED BY  
27 INTERGOVERNMENTAL AGREEMENT AMONG TWO OR MORE METROPOLITAN

1 DISTRICTS, REGIONAL TRANSPORTATION AUTHORITY, OR URBAN RENEWAL  
2 AUTHORITY FOR ELIGIBLE COSTS OR TO ACQUIRE ELIGIBLE IMPROVEMENTS,  
3 INCLUDING LOANS OR FUNDING AND REIMBURSEMENT AGREEMENTS WITH  
4 DEVELOPERS INVOLVED IN THE TRANSIT INVESTMENT PROJECT OR OTHER  
5 THIRD PARTIES;

6 (h) TO BORROW MONEY AND INCUR INDEBTEDNESS AND EVIDENCE  
7 THE SAME BY CERTIFICATES AND NOTE AND DEBENTURES;

8 (i) TO ISSUE BONDS IN ACCORDANCE WITH SECTION 24-46-409;

9 (j) TO INVEST ANY OF THE AUTHORITY'S FUNDS THAT ARE NOT  
10 REQUIRED FOR IMMEDIATE DISBURSEMENT;

11 (k) TO DEPOSIT ANY FUNDS NOT REQUIRED FOR IMMEDIATE  
12 DISBURSEMENT IN ANY DEPOSITORY AUTHORIZED IN SECTION 24-75-603  
13 AND, FOR THE PURPOSE OF MAKING THE DEPOSITS, TO APPOINT BY WRITTEN  
14 RESOLUTION ONE OR MORE PERSONS TO ACT AS CUSTODIANS OF THE  
15 AUTHORITY'S FUND, WHICH PERSON SHALL GIVE SURETY BONDS IN THE  
16 AMOUNTS AND FORM AND FOR THE PURPOSES REQUIRED BY THE  
17 AUTHORITY;

18 (l) TO MAKE APPROPRIATIONS AND EXPENDITURES OF ITS FUNDS  
19 AND TO SET UP, ESTABLISH, AND MAINTAIN GENERAL, SEPARATE, OR  
20 SPECIAL FUNDS AND BANK ACCOUNTS OR OTHER ACCOUNTS AS IT DEEMS  
21 NECESSARY OR CONVENIENT TO CARRY OUT THIS PART 4;

22 (m) TO ACCEPT ON ITS OWN BEHALF REAL OR PERSONAL PROPERTY  
23 FOR ITS OWN USE;

24 (n) TO ACCEPT GIFTS AND CONVEYANCES MADE TO THE  
25 AUTHORITY UPON THE TERMS OR CONDITIONS APPROVED BY THE  
26 AUTHORITY'S BOARD;

27 (o) TO ADOPT, AMEND, AND ENFORCE BYLAWS AND RULES THAT

1 ARE NOT IN CONFLICT WITH THE CONSTITUTION AND LAWS OF THE STATE  
2 FOR CARRYING OUT THE BUSINESS, OBJECTS, AND AFFAIRS OF THE  
3 AUTHORITY;

4 (p) TO HAVE AND EXERCISE ALL RIGHTS AND POWERS NECESSARY  
5 OR INCIDENTAL TO OR IMPLIED FROM THE SPECIFIC POWERS GRANTED TO  
6 THE TRANSIT INVESTMENT AUTHORITY BY THIS PART 4. THE SPECIFIC  
7 POWERS SHALL NOT BE CONSIDERED A LIMITATION UPON ANY POWER  
8 NECESSARY OR APPROPRIATE TO CARRY OUT THIS PART 4.

9 (q) TO AUTHORIZE THE USE OF ELECTRONIC RECORDS OR  
10 SIGNATURES AND TO ADOPT RULES, STANDARDS, POLICIES, AND  
11 PROCEDURES FOR USE OF ELECTRONIC RECORDS OR SIGNATURES PURSUANT  
12 TO ARTICLE 71.3 OF THIS TITLE 24.

13 (4) A TRANSIT INVESTMENT AUTHORITY DOES NOT HAVE THE  
14 POWER OF EMINENT DOMAIN AND DOES NOT HAVE THE POWER TO IMPOSE  
15 OR LEVY ANY SALES TAX, USE TAX, PROPERTY TAX, OR ANY OTHER TAX.

16 (5) THE BOARD OF DIRECTORS OF A TRANSIT INVESTMENT  
17 AUTHORITY IS SUBJECT TO THE "COLORADO OPEN RECORDS ACT", PART  
18 2 OF ARTICLE 72 OF THIS TITLE 24, AND THE "COLORADO SUNSHINE ACT  
19 OF 1972", ARTICLE 6 OF THIS TITLE 24.

20 **24-46-406. State sales tax increment revenue.**

21 (1) IN ORDER TO IMPLEMENT THE COLLECTION OF STATE SALES TAX  
22 INCREMENT REVENUE, THE RESOLUTION ADOPTED BY THE COMMISSION  
23 APPROVING A TRANSIT INVESTMENT PROJECT SHALL STATE THAT THE  
24 DEPARTMENT SHALL, NO LATER THAN NINETY DAYS AFTER THE  
25 COMMISSION'S ADOPTION OF THE RESOLUTION AND AFTER RETAINING AN  
26 AMOUNT OF THE STATE SALES TAX INCREMENT REVENUE ESTABLISHED BY  
27 THE DEPARTMENT AS NECESSARY TO OFFSET THE DEPARTMENT'S ACTUAL

1 DIRECT COSTS AND EXPENSES INCURRED IN PERFORMING THE  
2 DEPARTMENT'S COLLECTION AND DISBURSEMENT FUNCTIONS ESTABLISHED  
3 IN THIS PART 4 IN CONNECTION WITH THE TRANSIT INVESTMENT PROJECT,  
4 DIVIDE AND DISTRIBUTE STATE SALES TAXES LEVIED AND COLLECTED ON  
5 SALES MADE AT PHYSICAL SITES WITHIN THE TRANSIT INVESTMENT AREA  
6 COMMENCING ON THE FIRST DAY OF THE FIRST MONTH AFTER THE  
7 DEPARTMENT HAS COLLECTED THE BASE YEAR REVENUE FOR THE YEAR  
8 AFTER THE EFFECTIVE DATE OF THE COMMISSION'S APPROVAL OF THE  
9 PROJECT AS FOLLOWS:

10 (a) FIRST, THE PORTION OF STATE SALES TAXES COLLECTED ON  
11 SALES MADE AT PHYSICAL SITES WITHIN THE BOUNDARIES OF THE TRANSIT  
12 INVESTMENT AREA EQUAL TO THE BASE YEAR REVENUE AND THE BASELINE  
13 GROWTH RATE IS PAID INTO THE STATE TREASURY AS STATE SALES TAXES  
14 ARE NORMALLY COLLECTED AND PAID;

15 (b) SECOND, THE STATE SALES TAXES COLLECTED ON SALES MADE  
16 AT PHYSICAL SITES WITHIN THE BOUNDARIES OF THE TRANSIT INVESTMENT  
17 AREA EQUAL TO THE STATE SALES TAX INCREMENT REVENUE ~~IS~~ ARE PAID  
18 INTO A SPECIAL FUND ESTABLISHED BY THE FINANCING ENTITY PURSUANT  
19 TO SUBSECTION (2) OF THIS SECTION; AND

20 (c) THIRD, ANY EXCESS STATE SALES TAX COLLECTIONS NOT  
21 ALLOCATED PURSUANT TO SUBSECTION (1)(b) OF THIS SECTION ARE PAID  
22 INTO THE STATE TREASURY AS SALES TAXES ARE NORMALLY COLLECTED  
23 AND PAID AND, IF THERE IS INSUFFICIENT STATE SALES TAXES COLLECTED  
24 ON SALES MADE AT PHYSICAL SITES WITHIN THE BOUNDARIES OF THE  
25 TRANSIT INVESTMENT AREA TO MAKE THE ALLOCATION DESCRIBED IN  
26 SUBSECTION (1)(b) OF THIS SECTION, THE STATE TREASURER SHALL  
27 TRANSFER THE NECESSARY DIFFERENCE FROM STATE SALES TAX REVENUE

1 PAID INTO THE GENERAL FUND PURSUANT TO SUBSECTION (1)(a) OF THIS  
2 SECTION INTO THE SAME SPECIAL FUND ESTABLISHED BY THE FINANCING  
3 ENTITY PURSUANT TO SUBSECTION (2) OF THIS SECTION.

4 (2) (a) A FINANCING ENTITY MUST SEGREGATE REVENUE  
5 ALLOCATED TO THE FINANCING ENTITY BY THE DEPARTMENT PURSUANT  
6 TO SUBSECTION (1)(b) OF THIS SECTION IN A SPECIAL FUND. THE  
7 FINANCING ENTITY SHALL SEGREGATE THE SPECIAL FUND FROM THE  
8 FINANCING ENTITY'S OTHER FUNDS. THE FINANCING ENTITY MAY USE THE  
9 MONEY IN THE SPECIAL FUND TO PAY THE PRINCIPAL OF, THE INTEREST ON,  
10 AND ANY PREMIUMS DUE IN CONNECTION WITH THE BONDS OF, LOANS OR  
11 ADVANCES TO, OR INDEBTEDNESS INCURRED BY, WHETHER FUNDED,  
12 REFUNDED, ASSUMED, OR OTHERWISE, THE FINANCING ENTITY FOR  
13 FINANCING OR REFINANCING, IN WHOLE OR IN PART, A TRANSIT  
14 INVESTMENT PROJECT.

15 (b) A FINANCING ENTITY MAY USE REVENUE ALLOCATED TO THE  
16 FINANCING ENTITY BY THE DEPARTMENT PURSUANT TO SUBSECTION (1)(b)  
17 OF THIS SECTION SOLELY TO FINANCE ELIGIBLE COSTS INCURRED FOR THE  
18 PURPOSE OF CONSTRUCTING THE ELIGIBLE IMPROVEMENTS AND  
19 IMPLEMENTING THE TRANSIT INVESTMENT PROJECT.

20 (3) STATE SALES TAX INCREMENT REVENUE, TOGETHER WITH ANY  
21 INVESTMENT INCOME EARNED ON THAT REVENUE, IS FOR ALL PURPOSES  
22 ASSIGNED TO, THE PROPERTY OF, AND THE REVENUE OF THE APPLICABLE  
23 FINANCING ENTITY AND IS NOT FOR ANY PURPOSE REVENUE OR PROPERTY  
24 OF THE STATE.

25 (4) A SINGLE DEBT ISSUANCE OF A FINANCING ENTITY MUST NOT  
26 HAVE A MATURITY DATE IN EXCESS OF THIRTY YEARS FROM THE DATE OF  
27 ISSUANCE, UNLESS THE FINANCING ENTITY BOTH:

1 (a) ANTICIPATES ISSUING A SERIES OF BONDS OR OTHER FORMS OF  
2 DEBT; AND

3 (b) HAS THE ABILITY TO CONSOLIDATE OR REFINANCE PREVIOUSLY  
4 ISSUED DEBT OR BONDS WITH A MATURITY DATE FOR SUCH CONSOLIDATED  
5 OR REFINANCED DEBT OR BONDS NOT TO EXCEED THIRTY YEARS FROM THE  
6 DATE OF ISSUANCE OF THE CONSOLIDATING OR REFINANCING BONDS.

7 (5) ON OR BEFORE JULY 1, 2029, AND ON OR BEFORE JULY 1 EVERY  
8 THREE YEARS THEREAFTER, THE DEPARTMENT MUST SUBMIT A REPORT TO  
9 THE OFFICE OF STATE PLANNING AND BUDGETING AND THE COMMISSION ON  
10 TECHNOLOGICAL OR OTHER METHODS TO INCORPORATE DELIVERY SALES  
11 INTO THE CALCULATION OF THE INCREMENT AND TO ALLOW FOR THE  
12 DESIGNATION OF ADDITIONAL TRANSIT AND HOUSING INVESTMENT ZONES  
13 AND TRANSIT INVESTMENT AREAS, INCLUDING COST ESTIMATES,  
14 ADMINISTRATIVE BURDEN, AND BURDEN ON TAXPAYERS.

15 **24-46-407. Annual report - audit.**

16 (1) (a) WITHIN NINETY DAYS OF THE END OF THE FIRST FULL STATE  
17 FISCAL YEAR AFTER THE COMMISSION APPROVES A TRANSIT INVESTMENT  
18 PROJECT AND ON THE SAME DATE EACH YEAR THEREAFTER, THE  
19 FINANCING ENTITY SHALL PREPARE AND SUBMIT TO THE COMMISSION AN  
20 ANNUAL REPORT DETAILING:

21 (I) THE TOTAL AMOUNT OF STATE SALES TAX INCREMENT REVENUE  
22 THAT THE FINANCING ENTITY HAS RECEIVED OVER THE PAST YEAR;

23 (II) HOW THE FINANCING ENTITY HAS SPENT THE STATE SALES TAX  
24 INCREMENT REVENUE THAT IT HAS RECEIVED;

25 (III) PROJECTED STATE SALES TAX INCREMENT REVENUE FOR THE  
26 REMAINDER OF THE PERIOD FOR WHICH THE FINANCING ENTITY MAY  
27 RECEIVE STATE SALES TAX INCREMENT REVENUE; AND

1 (IV) A SUMMARY OF THE STATUS OF CONSTRUCTION OF THE  
2 ELIGIBLE IMPROVEMENTS RELATED TO THE TRANSIT INVESTMENT PROJECT.

3 (b) IN ADDITION TO THE INFORMATION DESCRIBED IN SUBSECTION  
4 (1)(a) OF THIS SECTION, A FINANCING ENTITY SUBMITTING A REPORT  
5 PURSUANT TO THIS SUBSECTION (1) SHALL ALSO INCLUDE IN THAT REPORT  
6 WHETHER THE FINANCIAL ENTITY IS USING ANY STATE SALES TAX  
7 INCREMENT REVENUE FOR PURPOSES OTHER THAN FOR ELIGIBLE COSTS  
8 AND ANY OTHER FINANCIAL INFORMATION THAT IS REASONABLY REQUIRED  
9 BY THE COMMISSION.

10 (c) IF ANY INFORMATION PROVIDED IN THE ANNUAL REPORT  
11 DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION WILL BE A TRADE  
12 SECRET, PROPRIETARY, OR OTHERWISE ENTITLED TO PROTECTION  
13 PURSUANT TO PART 2 OF ARTICLE 72 OF THIS TITLE 24, THAT INFORMATION  
14 IS SO DESIGNATED BY THE FINANCING ENTITY AND KEPT CONFIDENTIAL BY  
15 THE STATE.

16 (d) THE GOVERNING BODY OF THE FINANCING ENTITY SHALL  
17 ATTEST TO THE ACCURACY OF THE INFORMATION PROVIDED IN THE  
18 ANNUAL REPORT DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION.

19 (2) (a) IN CONNECTION WITH THE ANNUAL REPORT REQUIRED  
20 PURSUANT TO SUBSECTION (1) OF THIS SECTION, A FINANCING ENTITY  
21 SHALL SUBMIT AN INDEPENDENT AUDIT OF ITS FINANCIAL STATUS THAT IS  
22 PREPARED BY A CERTIFIED PUBLIC ACCOUNTANT ATTESTING TO THE  
23 ACCURACY OF THE ANNUAL REPORT.

24 (b) IF THE AUDIT PREPARED PURSUANT TO SUBSECTION (2)(a) OF  
25 THIS SECTION FINDS THAT A FINANCING ENTITY HAS USED STATE SALES  
26 TAX INCREMENT REVENUE FOR UNAUTHORIZED PURPOSES, THE FINANCING  
27 ENTITY IS LIABLE FOR THE REPAYMENT TO THE GENERAL FUND OF THE

1 STATE SALES TAX INCREMENT REVENUE THAT WAS INTENDED FOR THE  
2 TRANSIT INVESTMENT PROJECT. THE FINANCING ENTITY MAY MAKE THE  
3 REPAYMENT:

4 (I) FROM THE FINANCING ENTITY'S FUNDS DERIVED FROM SOURCES  
5 OTHER THAN STATE SALES TAX INCREMENT REVENUE;

6 (II) BY OFFSETTING AGAINST FUTURE STATE SALES TAX  
7 INCREMENT REVENUE THAT THE DEPARTMENT WOULD OTHERWISE  
8 DISBURSE TO THE FINANCING ENTITY; OR

9 (III) FROM OTHER FUNDS THAT ARE LEGALLY AVAILABLE TO THE  
10 FINANCING ENTITY FOR SUCH PURPOSE.

11 (4) IF A FINANCING ENTITY IS A COUNTY REVITALIZATION  
12 AUTHORITY, A METROPOLITAN DISTRICT, AN AUTHORITY FORMED BY  
13 INTERGOVERNMENTAL AGREEMENT AMONG TWO OR MORE METROPOLITAN  
14 DISTRICTS, A REGIONAL TRANSPORTATION AUTHORITY, OR AN URBAN  
15 RENEWAL AUTHORITY, IT MAY COMPLY WITH THIS SECTION BY SUBMITTING  
16 TO THE COMMISSION A COPY OF THE REPORT THAT THE COUNTY  
17 REVITALIZATION AUTHORITY, METROPOLITAN DISTRICT, AUTHORITY  
18 FORMED BY INTERGOVERNMENTAL AGREEMENT AMONG TWO OR MORE  
19 METROPOLITAN DISTRICTS, REGIONAL TRANSPORTATION AUTHORITY, OR  
20 URBAN RENEWAL AUTHORITY IS OTHERWISE REQUIRED TO SUBMIT TO A  
21 LOCAL GOVERNMENT PURSUANT TO LAW. THE FINANCING ENTITY SHALL  
22 DELIVER A COPY OF THE REPORT THAT THE COUNTY REVITALIZATION  
23 AUTHORITY, METROPOLITAN DISTRICT, AUTHORITY FORMED BY  
24 INTERGOVERNMENTAL AGREEMENT AMONG TWO OR MORE METROPOLITAN  
25 DISTRICTS, REGIONAL TRANSPORTATION AUTHORITY, OR URBAN RENEWAL  
26 AUTHORITY IS OTHERWISE REQUIRED TO SUBMIT TO A LOCAL GOVERNMENT  
27 PURSUANT TO LAW AT THE SAME TIME AS AN ANNUAL REPORT OR AUDIT

1 OTHERWISE REQUIRED BY LAW.

2 (5) THE OFFICE OF ECONOMIC DEVELOPMENT AND THE  
3 DEPARTMENT SHALL PREPARE A REPORT FOR THE OFFICE OF ECONOMIC  
4 DEVELOPMENT TO SUBMIT NO LATER THAN NOVEMBER 1 OF THE  
5 APPLICABLE FISCAL YEAR TO THE FINANCE COMMITTEES OF THE HOUSE OF  
6 REPRESENTATIVES AND SENATE; THE BUSINESS AND ECONOMIC  
7 DEVELOPMENT COMMITTEE OF THE HOUSE OF REPRESENTATIVES; AND THE  
8 BUSINESS, LABOR, AND TECHNOLOGY COMMITTEE OF THE SENATE; OR ANY  
9 SUCCESSOR COMMITTEES. THE REPORT SHALL INCLUDE INFORMATION ON  
10 ALL STATE SALES TAX INCREMENT REVENUE COLLECTED FOR TRANSIT  
11 INVESTMENT DURING THE PRIOR STATE FISCAL YEAR AND INFORMATION  
12 FROM THE REPORTS REQUIRED PURSUANT TO SUBSECTION (6) OF THIS  
13 SECTION.

14 (6) (a) EACH YEAR, NO LATER THAN SEPTEMBER 1, THE  
15 DEPARTMENT SHALL REPORT TO THE COMMISSION THE AGGREGATE  
16 AMOUNT OF STATE SALES TAX INCREMENT REVENUE ALLOCATED TO  
17 FINANCING ENTITIES FOR APPROVED TRANSIT INVESTMENT PROJECTS.

18 (b) EVERY TWO YEARS, NO LATER THAN NOVEMBER 1, THE OFFICE  
19 OF ECONOMIC DEVELOPMENT AND THE DEPARTMENT SHALL REPORT TO  
20 THE COMMISSION DETAILED INFORMATION ON EACH TRANSIT INVESTMENT  
21 PROJECT APPROVED TO RECEIVE STATE SALES TAX INCREMENT REVENUE,  
22 INCLUDING:

23 (I) THE AMOUNT OF STATE SALES TAX INCREMENT REVENUE  
24 ALLOCATED FOR THE PROJECT;

25 (II) THE BOUNDARIES OF THE APPROVED TRANSIT INVESTMENT  
26 AREA AND NARRATIVE FOR THE TRANSIT INVESTMENT PROJECT;

27 (III) THE PROPOSED TERM OF FINANCING AND THE NEW NET

1 REVENUE THAT IS APPROVED FOR THE TRANSIT INVESTMENT PROJECT;  
2 (IV) THE ACTUAL STATE SALES TAX INCREMENT REVENUE  
3 COLLECTED WITHIN THE TRANSIT INVESTMENT AREA COMPARED TO THE  
4 PROJECTED REVENUES CONTAINED IN THE APPROVED APPLICATION THAT  
5 PROPOSED THE TRANSIT INVESTMENT AREA; AND  
6 (V) AN ASSESSMENT OF THE OVERALL EFFECTIVENESS OF THE  
7 TRANSIT INVESTMENT PROJECT IN ACHIEVING INCREASED TRANSIT  
8 RIDERSHIP.

9 **24-46-408. Commencement of development.**

10 (1) SUBSTANTIAL WORK ON A TRANSIT INVESTMENT PROJECT,  
11 INCLUDING THE FINANCING ENTITY'S ISSUANCE OF BONDS OR OTHER DEBT  
12 INSTRUMENTS, THE REPAYMENT OF WHICH IS SECURED BY A PLEDGE OF  
13 THE STATE SALES TAX INCREMENT REVENUE OR THE COMMENCEMENT OF  
14 ACTUAL DEVELOPMENT OR PREDEVELOPMENT, SUCH AS ERECTING  
15 PERMANENT STRUCTURES, EXCAVATING THE GROUND TO LAY  
16 FOUNDATIONS, MASS GRADING OF THE SITE, OR WORK OF A SIMILAR  
17 DESCRIPTION THAT MANIFESTS AN INTENTION AND PURPOSE TO COMPLETE  
18 THE PROJECT MUST COMMENCE WITHIN FIVE YEARS FROM THE DATE OF  
19 THE COMMISSION'S APPROVAL OF THE PROJECT.

20 (2) IF SUBSTANTIAL WORK ON THE TRANSIT INVESTMENT PROJECT  
21 TOWARD THE GOALS SPECIFIED IN THE APPLICATION PURSUANT TO SECTION  
22 24-46-403 DOES NOT COMMENCE WITHIN FIVE YEARS OF THE  
23 COMMISSION'S APPROVAL, THE COMMISSION MAY REVOKE OR MODIFY ITS  
24 APPROVAL OF THE FINANCING ENTITY OR THE PROJECT. REVOCATION OF  
25 APPROVAL MAY BE APPEALED TO THE COMMISSION, WHICH MAY  
26 REINSTATE ITS APPROVAL UPON A SHOWING OF GOOD CAUSE FOR THE  
27 DELAY. IF SUBSTANTIAL WORK ON THE PROJECT DOES NOT COMMENCE

1        WITHIN ONE YEAR OF REINSTATEMENT OF APPROVAL FROM THE  
2        COMMISSION, THE COMMISSION SHALL REVOKE APPROVAL OF THE PROJECT.

3            (3) UPON THE REVOCATION OF THE APPROVAL OF A FINANCING  
4        ENTITY OR THE TRANSIT INVESTMENT PROJECT:

5            (a) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (3)(b) OF  
6        THIS SECTION, THE COMMISSION MAY REQUIRE THE FINANCING ENTITY TO  
7        REFUND TO THE STATE TREASURER ANY STATE SALES TAX INCREMENT  
8        REVENUE THAT THE PROJECT HAS GENERATED OR THAT THE FINANCING  
9        ENTITY HAS COLLECTED FROM THE TIME OF THE ORIGINAL APPROVAL FOR  
10       THE PROJECT OR FINANCING ENTITY;

11           (b) ANY STATE SALES TAX INCREMENT REVENUE THAT THE  
12       TRANSIT INVESTMENT PROJECT HAS GENERATED OR THAT THE FINANCING  
13       ENTITY HAS COLLECTED FROM THE TIME OF THE ORIGINAL APPROVAL FOR  
14       THE PROJECT OR FINANCING ENTITY MAY REMAIN DEDICATED TO THE  
15       PROJECT ONLY TO THE EXTENT THAT IT HAS BEEN PREVIOUSLY EXPENDED  
16       OR PLEDGED BY THE FINANCING ENTITY FOR THE FINANCING OF ELIGIBLE  
17       COSTS; AND

18           (c) THE STATE SHALL NOT REMIT FURTHER FUNDS TO THE REVOKED  
19       FINANCIAL ENTITY OR TRANSIT INVESTMENT PROJECT.

20           (4) IN EVALUATING WHETHER SUBSTANTIAL WORK HAS BEEN  
21       COMMENCED FOR PURPOSES OF ADMINISTERING THIS SECTION, THE  
22       COMMISSION SHALL RELY ON THE INFORMATION AND DATA SUPPLIED IN  
23       THE ANNUAL REPORTS SUBMITTED BY THE FINANCING ENTITY OR  
24       CERTIFIED PUBLIC ACCOUNTANT PURSUANT TO SECTION 24-46-407 AND  
25       ANY SUPPLEMENTAL DATA DEEMED NECESSARY BY THE COMMISSION.

26           (5) THE COMMISSION ONLY HAS THE AUTHORITY TO REVOKE ITS  
27       APPROVAL OF A FINANCING ENTITY OR A TRANSIT INVESTMENT PROJECT

1 PURSUANT TO THIS SECTION.

2 **24-46-409. Issuance of bonds by a financing entity.**

3 (1) A FINANCING ENTITY MAY ISSUE BONDS FROM TIME TO TIME IN  
4 ITS DISCRETION TO FINANCE ANY ELIGIBLE IMPROVEMENTS WITH RESPECT  
5 TO A TRANSIT INVESTMENT PROJECT AND MAY ALSO ISSUE REFUNDING OR  
6 OTHER BONDS OF THE FINANCING ENTITY FROM TIME TO TIME IN ITS  
7 DISCRETION FOR THE PAYMENT, RETIREMENT, RENEWAL, OR EXTENSION OF  
8 ANY BONDS PREVIOUSLY ISSUED BY THE FINANCING ENTITY UNDER THIS  
9 SECTION AND TO PROVIDE FOR THE REPLACEMENT OF LOST, DESTROYED,  
10 OR MUTILATED BONDS PREVIOUSLY ISSUED UNDER THIS SECTION.

11 (2) (a) BONDS ISSUED UNDER THIS SECTION MAY BE GENERAL  
12 OBLIGATION OR SPECIAL REVENUE BONDS OF THE FINANCING ENTITY, THE  
13 PAYMENT OF WHICH, AS TO PRINCIPAL AND INTEREST AND PREMIUMS, IF  
14 ANY, THE FULL FAITH, CREDIT, AND ASSETS, ACQUIRED AND TO BE  
15 ACQUIRED, OF THE FINANCING ENTITY ARE IRREVOCABLY PLEDGED.

16 (b) BONDS ISSUED UNDER THIS SECTION MAY BE SPECIAL  
17 OBLIGATIONS OF THE FINANCING ENTITY THAT, AS TO PRINCIPAL AND  
18 INTEREST AND PREMIUMS, IF ANY, ARE PAYABLE SOLELY FROM AND  
19 SECURED ONLY BY A PLEDGE OF ANY INCOME, PROCEEDS, REVENUES, OR  
20 FUNDS OF THE FINANCING ENTITY, INCLUDING, WITHOUT LIMITATION,  
21 STATE SALES TAX INCREMENT REVENUE.

22 (3) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION,  
23 ANY BONDS ISSUED UNDER THIS SECTION MAY BE ADDITIONALLY SECURED  
24 AS TO THE PAYMENT OF THE PRINCIPAL AND INTEREST AND PREMIUMS, IF  
25 ANY, BY A MORTGAGE OF ANY TRANSIT INVESTMENT PROJECT, OR ANY  
26 PART THEREOF, TITLE TO WHICH IS THEN OR THEREAFTER IN THE  
27 FINANCING ENTITY OR OF ANY OTHER REAL OR PERSONAL PROPERTY OR

1 INTERESTS THEREIN THEN OWNED OR THEREAFTER ACQUIRED BY THE  
2 FINANCING ENTITY.

3 (4) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION,  
4 GENERAL OBLIGATION BONDS ISSUED UNDER THIS SECTION MAY BE  
5 ADDITIONALLY SECURED AS TO THE PAYMENT OF THE PRINCIPAL AND  
6 INTEREST AND PREMIUMS, IF ANY, AS PROVIDED IN SUBSECTION (2) OF THIS  
7 SECTION, WITH OR WITHOUT BEING ALSO ADDITIONALLY SECURED AS TO  
8 PAYMENT OF THE PRINCIPAL AND INTEREST AND PREMIUMS, IF ANY, BY A  
9 MORTGAGE AS PROVIDED IN SUBSECTION (3) OF THIS SECTION OR A TRUST  
10 AGREEMENT AS PROVIDED IN SUBSECTION (5) OF THIS SECTION.

11 (5) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION,  
12 ANY BONDS ISSUED UNDER THIS SECTION MAY BE ADDITIONALLY SECURED  
13 AS TO THE PAYMENT OF THE PRINCIPAL AND INTEREST AND PREMIUMS, IF  
14 ANY, BY A TRUST AGREEMENT OR INDENTURE BY AND BETWEEN THE  
15 FINANCING ENTITY AND A CORPORATE TRUSTEE, WHICH MAY BE ANY  
16 TRUST COMPANY OR BANK HAVING THE POWERS OF A TRUST COMPANY  
17 WITHIN OR WITHOUT THE STATE.

18 (6) BONDS ISSUED UNDER THIS SECTION DO NOT CONSTITUTE AN  
19 INDEBTEDNESS OF THE STATE OR OF ANY COUNTY, MUNICIPALITY, OR  
20 PUBLIC BODY OF THE STATE OTHER THAN THE FINANCING ENTITY ISSUING  
21 THE BONDS AND ARE NOT SUBJECT TO ANY OTHER LAW OR OF THE  
22 CHARTER OF ANY MUNICIPALITY RELATING TO THE AUTHORIZATION,  
23 ISSUANCE, OR SALE OF BONDS.

24 (7) BONDS ISSUED UNDER THIS SECTION SHALL BE AUTHORIZED BY  
25 A RESOLUTION OF THE FINANCING ENTITY AND MAY BE ISSUED IN ONE OR  
26 MORE SERIES AND SHALL BEAR SUCH DATE; BE PAYABLE UPON DEMAND OR  
27 MATURE AT A TIME DETERMINED BY THE FINANCING ENTITY NOT TO

1 EXCEED THIRTY YEARS, EXCEPT AS THE MATURITY MAY BE EXTENDED IN  
2 ACCORDANCE WITH SECTION 24-46-406 (4); BEAR INTEREST AT A RATE  
3 PAYABLE OR COMPOUNDABLE AT INTERVALS DETERMINED BY THE  
4 FINANCING ENTITY; BE IN SUCH DENOMINATION; BE IN SUCH FORM, EITHER  
5 COUPON OR REGISTERED OR OTHERWISE; CARRY SUCH CONVERSION OR  
6 REGISTRATION PRIVILEGES; HAVE SUCH RANK OR PRIORITY; BE EXECUTED  
7 IN THE NAME OF THE FINANCING ENTITY IN SUCH MANNER, BE PAYABLE IN  
8 SUCH MEDIUM OF PAYMENT; BE PAYABLE AT SUCH PLACE; BE SUBJECT TO  
9 SUCH CALLABILITY PROVISIONS OR TERMS OF REDEMPTION, WITH OR  
10 WITHOUT PREMIUMS; BE SECURED IN SUCH MANNER; BE OF SUCH  
11 DESCRIPTION; CONTAIN OR BE SUBJECT TO SUCH COVENANTS, PROVISIONS,  
12 TERMS, CONDITIONS, AND AGREEMENTS, INCLUDING PROVISIONS  
13 CONCERNING EVENTS OF DEFAULT; AND HAVE OTHER CHARACTERISTICS  
14 THAT MAY BE PROVIDED BY THE RESOLUTION OR BY THE TRUST  
15 AGREEMENT, INDENTURE, OR MORTGAGE, IF ANY, ISSUED PURSUANT TO  
16 THE RESOLUTION. THE SEAL, OR A FACSIMILE THEREOF, OF THE FINANCING  
17 ENTITY SHALL BE AFFIXED, IMPRINTED, ENGRAVED, OR OTHERWISE  
18 REPRODUCED UPON EACH OF ITS BONDS ISSUED UNDER THIS SECTION.  
19 BONDS ISSUED UNDER THIS SECTION SHALL BE EXECUTED IN THE NAME OF  
20 THE FINANCING ENTITY BY THE MANUAL OR FACSIMILE SIGNATURES OF  
21 OFFICIALS THAT MAY BE DESIGNATED IN SAID RESOLUTION OR TRUST  
22 AGREEMENT, INDENTURE, OR MORTGAGE; EXCEPT THAT AT LEAST ONE  
23 SIGNATURE ON EACH BOND SHALL BE A MANUAL SIGNATURE. COUPONS, IF  
24 ANY, ATTACHED TO THE BONDS SHALL BEAR THE FACSIMILE SIGNATURE OF  
25 THE OFFICIAL OF THE FINANCING ENTITY THAT MAY BE DESIGNATED AS  
26 PROVIDED IN THIS SUBSECTION (7). SAID RESOLUTION OR TRUST  
27 AGREEMENT, INDENTURE, OR MORTGAGE MAY PROVIDE FOR THE

1 AUTHENTICATION OF THE PERTINENT BONDS BY THE TRUSTEE.

2 (8) BONDS ISSUED UNDER THIS SECTION MAY BE SOLD BY THE  
3 FINANCING ENTITY IN A MANNER AND FOR A PRICE AS THE FINANCING  
4 ENTITY, IN ITS DISCRETION, MAY DETERMINE, AT PAR, BELOW PAR, OR  
5 ABOVE PAR, AT PRIVATE SALE OR AT PUBLIC SALE AFTER NOTICE IS  
6 PUBLISHED PRIOR TO THE SALE IN A NEWSPAPER HAVING GENERAL  
7 CIRCULATION IN THE MUNICIPALITY, OR IN ANOTHER MEDIUM OF  
8 PUBLICATION AS THE FINANCING ENTITY MAY DEEM APPROPRIATE, OR MAY  
9 BE EXCHANGED BY THE FINANCING ENTITY FOR OTHER BONDS ISSUED BY  
10 IT UNDER THIS SECTION.

11 (9) IF ANY OF THE OFFICIALS OF THE FINANCING ENTITY WHOSE  
12 SIGNATURES OR FACSIMILE SIGNATURES APPEAR ON ANY OF ITS BONDS OR  
13 COUPONS ISSUED UNDER THIS SECTION CEASE TO BE OFFICIALS BEFORE THE  
14 DELIVERY OF THE BONDS, THE SIGNATURES OR FACSIMILE SIGNATURES, AS  
15 THE CASE MAY BE, ARE NEVERTHELESS VALID AND SUFFICIENT FOR ALL  
16 PURPOSES, THE SAME AS IF THE OFFICIALS HAD REMAINED IN OFFICE UNTIL  
17 THE DELIVERY.

18 (10) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, ANY  
19 BONDS THAT ARE ISSUED PURSUANT TO THIS SECTION ARE FULLY  
20 NEGOTIABLE.

21 (11) IN ANY SUIT, ACTION, OR PROCEEDING INVOLVING THE  
22 VALIDITY OR ENFORCEABILITY OF ANY A BOND THAT IS ISSUED UNDER THIS  
23 SECTION OR THE SECURITY OF SUCH A BOND, ANY BOND RECITING IN  
24 SUBSTANCE THAT IT HAS BEEN ISSUED BY THE FINANCING ENTITY IN  
25 CONNECTION WITH A TRANSIT INVESTMENT PROJECT OR ANY ACTIVITY OR  
26 OPERATION OF THE FINANCING ENTITY UNDER THIS PART 4 IS  
27 CONCLUSIVELY DEEMED TO HAVE BEEN ISSUED FOR SUCH PURPOSES; AND

1 SUCH TRANSIT INVESTMENT PROJECT OR SUCH OPERATION OR ACTIVITY, AS  
2 THE CASE MAY BE, IS CONCLUSIVELY DEEMED TO HAVE BEEN INITIATED,  
3 PLANNED, LOCATED, UNDERTAKEN, ACCOMPLISHED, AND CARRIED OUT IN  
4 ACCORDANCE WITH THIS PART 4. ANY SUIT, ACTION, OR PROCEEDING  
5 INVOLVING THE VALIDITY OR ENFORCEABILITY OF ANY BOND THAT IS  
6 ISSUED UNDER THIS SECTION OR THE SECURITY OF SUCH A BOND SHALL BE  
7 COMMENCED WITHIN THIRTY DAYS OF THE AUTHORIZATION OF THE BOND  
8 OR BONDS BY THE FINANCING ENTITY.

9 (12) PENDING THE PREPARATION OF ANY DEFINITIVE BONDS UNDER  
10 THIS SECTION, A FINANCING ENTITY MAY ISSUE ITS INTERIM CERTIFICATES  
11 OR RECEIPTS OR ITS TEMPORARY BONDS, WITH OR WITHOUT COUPONS,  
12 EXCHANGEABLE FOR DEFINITIVE BONDS WHEN THE LATTER HAVE BEEN  
13 EXECUTED AND ARE AVAILABLE FOR DELIVERY.

14 (13) A PERSON RETAINED OR EMPLOYED BY A FINANCING ENTITY  
15 AS AN ADVISOR OR A CONSULTANT FOR THE PURPOSE OF RENDERING  
16 FINANCIAL ADVICE AND ASSISTANCE MAY PURCHASE OR PARTICIPATE IN  
17 THE PURCHASE OR DISTRIBUTION OF ITS BONDS WHEN THE BONDS ARE  
18 OFFERED AT PUBLIC OR PRIVATE SALE.

19 (14) NO COMMISSIONER OR OTHER OFFICER OF A FINANCING  
20 ENTITY ISSUING BONDS UNDER THIS SECTION AND NO PERSON EXECUTING  
21 THE BONDS IS LIABLE PERSONALLY ON THE BONDS OR IS SUBJECT TO ANY  
22 PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE  
23 OF THE BONDS.

24 (15) NO COMMISSIONER OR OTHER OFFICER OF A TRANSIT  
25 INVESTMENT AUTHORITY ISSUING BONDS PURSUANT TO THIS PART 4 AND  
26 NO PERSON EXECUTING THE BONDS IS LIABLE PERSONALLY ON THE BONDS  
27 OR SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON

1 OF THE ISSUANCE OF THE BONDS.

2 (16) BONDS THAT ARE ISSUED PURSUANT TO THIS PART 4 ARE  
3 DECLARED TO BE ISSUED FOR AN ESSENTIAL PUBLIC AND GOVERNMENTAL  
4 PURPOSE AND, TOGETHER WITH INTEREST THEREON AND INCOME  
5 THEREFROM, ARE EXEMPT FROM ALL STATE OF COLORADO TAXES.

6 **SECTION 3.** In Colorado Revised Statutes, **add** 24-35-123 as  
7 follows:

8 **24-35-123. Transit investment area - authority of department**  
9 **- definitions.**

10 (1) IN ADDITION TO THE OTHER FUNCTIONS AND POWERS OF THE  
11 DEPARTMENT AND THE EXECUTIVE DIRECTOR PURSUANT TO THIS PART 1,  
12 THE DEPARTMENT SHALL:

13 (a) ESTABLISH AND DETERMINE THE BASE YEAR REVENUE FOR  
14 EACH TRANSIT INVESTMENT AREA;

15 (b) COLLECT, ACCOUNT FOR, AND REMIT TO THE APPLICABLE  
16 FINANCING ENTITY THE RELEVANT AMOUNT OF STATE SALES TAX  
17 INCREMENT REVENUE GENERATED WITHIN EACH TRANSIT INVESTMENT  
18 AREA;

19 (c) SHARE DATA AS NECESSARY WITH THE COLORADO OFFICE OF  
20 ECONOMIC DEVELOPMENT IN CONNECTION WITH THE "TRANSIT  
21 INVESTMENT AREA ACT", PART 4 OF ARTICLE 46 OF THIS TITLE 24; AND

22 (d) OTHERWISE PERFORM THE FUNCTIONS REQUIRED OF THE  
23 DEPARTMENT IN THE WRITTEN NOTICE PROVIDED TO THE EXECUTIVE  
24 DIRECTOR IN CONNECTION WITH THE ESTABLISHMENT OF A FINANCING  
25 ENTITY OR TRANSIT INVESTMENT AREA.

26 (2) THE EXECUTIVE DIRECTOR HAS THE AUTHORITY TO:

27 (a) CREATE FORMS AND ADOPT RULES AS NECESSARY OR

1 CONVENIENT TO IMPLEMENT THE DEPARTMENT'S RESPONSIBILITIES WITH  
2 RESPECT TO THE DETERMINATION OF BASE YEAR REVENUE, COLLECTION  
3 AND DISBURSEMENT OF STATE SALES TAX INCREMENT REVENUE, AND  
4 OTHER FUNCTIONS OF THE DEPARTMENT PURSUANT TO PART 4 OF ARTICLE  
5 46 OF THIS TITLE 24; AND

6 (b) ENTER INTO CONTRACTS WITH FINANCING ENTITIES, IN THE  
7 MANNER PROVIDED FOR IN SECTION 24-35-110, REGARDING THE  
8 PERFORMANCE OF THE DEPARTMENT'S FUNCTIONS IN IMPLEMENTING PART  
9 4 OF ARTICLE 46 OF THIS TITLE 24.

10 (3) ALL STATE SALES TAX INCREMENT REVENUE COLLECTED BY  
11 THE DEPARTMENT ON BEHALF OF A FINANCING ENTITY IS FOR ALL  
12 PURPOSES ASSIGNED TO, THE PROPERTY OF, AND THE REVENUE OF THE  
13 APPLICABLE FINANCING ENTITY AND IS NOT TO BE CONSTRUED OR TREATED  
14 FOR ANY PURPOSE AS REVENUE OR PROPERTY OF THE STATE.

15 (4) IN COLLECTING AND DISBURSING STATE SALES TAX INCREMENT  
16 REVENUE AS PROVIDED IN THIS SECTION AND OTHERWISE PERFORMING ITS  
17 RESPONSIBILITIES PURSUANT TO PART 4 OF ARTICLE 46 OF THIS TITLE 24,  
18 THE DEPARTMENT SHALL ACT SOLELY AS A COLLECTING AGENT FOR A  
19 FINANCING ENTITY AND SHALL SEGREGATE IN A SEPARATE FUND ANY  
20 PORTION OF STATE SALES TAX INCREMENT REVENUE THAT IS DEDICATED  
21 TO THE FINANCING ENTITY BUT WILL NOT BE REMITTED TO THE FINANCING  
22 ENTITY IN THE IMMEDIATE FUTURE.

23 (5) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE  
24 REQUIRES:

25 (a) "BASE YEAR REVENUE" HAS THE MEANING SET FORTH IN  
26 SECTION 24-46-402 (2).

27 (b) "DEPARTMENT" MEANS THE DEPARTMENT OF REVENUE

1 CREATED IN SECTION 24-35-101.

2 (c) "EXECUTIVE DIRECTOR" MEANS THE EXECUTIVE DIRECTOR OF  
3 THE DEPARTMENT.

4 (d) "FINANCING ENTITY" HAS THE MEANING SET FORTH IN SECTION  
5 24-46-402 (10).

6 (e) "STATE SALES TAX INCREMENT REVENUE" HAS THE MEANING  
7 SET FORTH IN SECTION 24-46-402 (16).

8 (f) "TRANSIT INVESTMENT AREA" HAS THE MEANING SET FORTH IN  
9 SECTION 24-46-402 (19).

10 **SECTION 4.** In Colorado Revised Statutes, **add** 24-48.5-136 as  
11 follows:

12 **24-48.5-136. Transit and housing investment zones map -**  
13 **transit and housing investment zone criteria - definitions.**

14 (1) ON OR BEFORE OCTOBER 30, 2026, THE COLORADO OFFICE OF  
15 ECONOMIC DEVELOPMENT, IN CONSULTATION WITH THE DEPARTMENT OF  
16 LOCAL AFFAIRS AND THE DEPARTMENT OF TRANSPORTATION, SHALL  
17 PUBLISH A TRANSIT AND HOUSING INVESTMENT ZONE MAP BASED ON THE  
18 CRITERIA FOR IDENTIFYING TRANSIT AND HOUSING INVESTMENT ZONES  
19 ESTABLISHED IN SUBSECTION (2) OF THIS SECTION.

20 (2) THE DEPARTMENT SHALL DESIGNATE TRANSIT AND HOUSING  
21 INVESTMENT ZONES, FOR PURPOSES OF SUBSECTION (1) OF THIS SECTION,  
22 AND SHALL DO SO BASED ON THE LOCATION OF TRANSPORTATION  
23 FACILITIES AS IDENTIFIED IN A PUBLISHED TRANSIT PLAN AND MAY, IN  
24 CONSULTATION WITH LOCAL GOVERNMENTS AND TRANSIT AGENCIES, USE  
25 PREEXISTING ROUTES, MAPS, AND SCHEDULES TO INFORM THE  
26 DEPARTMENT'S DESIGNATION OF TRANSIT AND HOUSING INVESTMENT  
27 ZONES.

1 (3) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE  
2 REQUIRES:

3 (a) "PASSENGER RAIL STATION" HAS THE MEANING SET FORTH IN  
4 SECTION 32-22-102 (8).

5 (b) "TRANSIT AND HOUSING INVESTMENT ZONE" MEANS THE AREA  
6 WITHIN ONE AND ONE-HALF MILES OF A TRANSPORTATION FACILITY AS  
7 IDENTIFIED BY THE DEPARTMENT IN THE TRANSIT AND HOUSING  
8 INVESTMENT ZONES MAP CREATED PURSUANT TO SUBSECTION (1) OF THIS  
9 SECTION.

10 (c) "TRANSIT STATION" HAS THE MEANING SET FORTH IN SECTION  
11 24-46-402 (22).

12 (d) "TRANSPORTATION FACILITY" MEANS A TRANSIT STATION OR  
13 PASSENGER RAIL STATION.

14 **SECTION 5.** In Colorado Revised Statutes, 29-1-102, **amend**  
15 (13) as follows:

16 **29-1-102. Definitions.**

17 As used in this part 1, unless the context otherwise requires:

18 (13) "Local government" means any authority, county,  
19 municipality, city and county, district, or other political subdivision of the  
20 state of Colorado; any institution, department, agency, or authority of any  
21 of the foregoing; and any other entity, organization, or corporation  
22 formed by intergovernmental agreement or other contract between or  
23 among any of the foregoing. The office of the county public trustee shall  
24 be deemed an agency of the county for the purposes of this part 1. "Local  
25 government" does not include the Colorado educational and cultural  
26 facilities authority, the university of Colorado hospital authority,  
27 colleinvest, the Colorado health facilities authority, the Colorado

1 housing and finance authority, the Colorado agricultural development  
2 authority, the Colorado sheep and wool authority, the Colorado beef  
3 council authority, the Colorado horse development authority, the building  
4 urgent infrastructure and leveraging dollars authority, the middle-income  
5 housing authority, the fire and police pension association, A TRANSIT  
6 INVESTMENT AUTHORITY, any public entity insurance or investment pool  
7 formed pursuant to state law, any county or municipal housing authority,  
8 any association of political subdivisions formed pursuant to section  
9 29-1-401, or any home rule city or town, home rule city and county, cities  
10 and towns operating under a territorial charter, school district, or local  
11 college district.

12 **SECTION 6.** In Colorado Revised Statutes, **add** 30-31-116.5 as  
13 follows:

14 **30-31-116.5. Transit investment areas - definition.**

15 (1) A COUNTY REVITALIZATION AUTHORITY THAT IS DESIGNATED  
16 AS A FINANCING ENTITY, PURSUANT TO PART 4 OF ARTICLE 46 OF TITLE 24,  
17 HAS ALL THE POWERS NECESSARY OR CONVENIENT TO CARRY OUT PART 4  
18 OF ARTICLE 46 OF TITLE 24, INCLUDING THE POWER TO RECEIVE STATE  
19 SALES TAX INCREMENT REVENUE GENERATED WITHIN AN APPROVED  
20 TRANSIT INVESTMENT AREA, AS DEFINED IN SECTION 24-46-402 (19), AND  
21 TO DISBURSE AND OTHERWISE USE THE REVENUE FOR ALL LAWFUL  
22 PURPOSES, INCLUDING FINANCING ELIGIBLE COSTS AND THE DESIGN,  
23 CONSTRUCTION, MAINTENANCE, AND OPERATION OF ELIGIBLE  
24 IMPROVEMENTS, AS SUCH TERMS ARE DEFINED IN SECTION 24-46-402 OR  
25 OTHERWISE INCORPORATED INTO THE COLORADO ECONOMIC  
26 DEVELOPMENT COMMISSION'S CONDITIONS OF APPROVAL.

27 (2) NOTWITHSTANDING SECTION 30-31-109 (8), AUTHORIZATION

1 TO RECEIVE STATE SALES TAX INCREMENT REVENUE, PURSUANT TO PART  
2 4 OF ARTICLE 46 OF TITLE 24, IS NOT A SUBSTANTIAL MODIFICATION TO  
3 THE PLAN, AND CORRESPONDING CHANGES TO THE PLAN MAY BE MADE BY  
4 THE GOVERNING BODY OF THE AUTHORITY TO INCORPORATE THE USE OF  
5 STATE SALES TAX INCREMENT REVENUE WITHOUT THE REQUIREMENT OF  
6 SUBMISSION TO OR APPROVAL BY THE GOVERNING BODY OF THE COUNTY  
7 THAT HAS ESTABLISHED THE AUTHORITY.

8 (3) A COUNTY REVITALIZATION AUTHORITY THAT RECEIVES STATE  
9 SALES TAX INCREMENT REVENUE, WHETHER PURSUANT TO DESIGNATION  
10 AS A FINANCING ENTITY PURSUANT TO PART 4 OF ARTICLE 46 OF TITLE 24,  
11 OR PURSUANT TO A CONTRACT ENTERED INTO WITH ANY SUCH FINANCING  
12 ENTITY, SHALL NOT USE THE STATE SALES TAX INCREMENT REVENUE TO  
13 ACQUIRE PROPERTY THROUGH THE EXERCISE OF EMINENT DOMAIN.

14 (4) NOTHING IN THIS SECTION OBTIATES OR OVERRIDES THE  
15 REQUIREMENTS FOR THE AUTHORIZATION OF A NEW COUNTY  
16 REVITALIZATION AUTHORITY PURSUANT TO THIS ARTICLE 31.

17 (5) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE  
18 REQUIRES, "STATE SALES TAX INCREMENT REVENUE" HAS THE MEANING  
19 SET FORTH IN SECTION 24-46-402 (16).

20 **SECTION 7.** In Colorado Revised Statutes, **add** 31-25-117 as  
21 follows:

22 **31-25-117. Transit investment areas - definition.**

23 (1) AN URBAN RENEWAL AUTHORITY THAT IS DESIGNATED AS A  
24 FINANCING ENTITY PURSUANT TO PART 4 OF ARTICLE 46 OF TITLE 24 HAS  
25 ALL OF THE POWERS NECESSARY OR CONVENIENT TO CARRY OUT PART 4 OF  
26 ARTICLE 46 OF TITLE 24, INCLUDING THE POWERS TO RECEIVE STATE SALES  
27 TAX INCREMENT REVENUE GENERATED WITHIN AN APPROVED TRANSIT

1 INVESTMENT AREA, AS DEFINED IN SECTION 24-46-402 (19), AND DISBURSE  
2 AND OTHERWISE USE SUCH REVENUE FOR ALL LAWFUL PURPOSES,  
3 INCLUDING FINANCING OF ELIGIBLE COSTS AND THE DESIGN,  
4 CONSTRUCTION, MAINTENANCE, AND OPERATION OF ELIGIBLE  
5 IMPROVEMENTS, AS SUCH TERMS ARE DEFINED IN SECTION 24-46-402, OR  
6 OTHERWISE INCORPORATED INTO THE COLORADO ECONOMIC  
7 DEVELOPMENT COMMISSION'S CONDITIONS OF APPROVAL.

8 (2) NOTWITHSTANDING SECTION 31-25-107 (7), AUTHORIZATION  
9 TO RECEIVE STATE SALES TAX INCREMENT REVENUE, PURSUANT TO PART  
10 4 OF ARTICLE 46 OF TITLE 24, IS NOT A SUBSTANTIAL MODIFICATION TO  
11 THE PLAN AND CORRESPONDING CHANGES TO THE PLAN MAY BE MADE BY  
12 THE GOVERNING BODY OF THE AUTHORITY TO INCORPORATE THE USE OF  
13 STATE SALES TAX INCREMENT REVENUE WITHOUT THE REQUIREMENT OF  
14 SUBMISSION TO OR APPROVAL BY THE GOVERNING BODY OF A  
15 MUNICIPALITY THAT HAS ESTABLISHED THE AUTHORITY PURSUANT TO  
16 SECTION 31-25-104 (1).

17 (3) AN URBAN RENEWAL AUTHORITY THAT RECEIVES STATE SALES  
18 TAX INCREMENT REVENUE, WHETHER PURSUANT TO DESIGNATION AS A  
19 FINANCING ENTITY PURSUANT TO PART 4 OF ARTICLE 46 OF TITLE 24, OR  
20 PURSUANT TO A CONTRACT ENTERED INTO WITH ANY SUCH FINANCING  
21 ENTITY, SHALL NOT USE THE STATE SALES TAX INCREMENT REVENUE TO  
22 ACQUIRE PROPERTY THROUGH THE EXERCISE OF EMINENT DOMAIN.

23 (4) NOTHING IN THIS SECTION OBTVIATES OR OVERRIDES THE  
24 REQUIREMENTS FOR THE AUTHORIZATION OF A NEW URBAN RENEWAL  
25 AUTHORITY UNDER THIS PART 1.

26 (5) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE  
27 REQUIRES, "STATE SALES TAX INCREMENT REVENUE" HAS THE MEANING

1 SET FORTH IN SECTION 24-46-402 (16).

2 **SECTION 8.** In Colorado Revised Statutes, **add** 32-1-1010 as  
3 follows:

4 **32-1-1010. Transit investment areas - definition.**

5 (1) IN ADDITION TO THE POWERS SPECIFIED IN THIS PART 10, AND  
6 NOTWITHSTANDING ANY LIMITATION ON THE POWERS OF A METROPOLITAN  
7 DISTRICT OTHERWISE SPECIFIED IN THIS PART 10 OR IN THE METROPOLITAN  
8 DISTRICT'S SERVICE PLAN, ANY METROPOLITAN DISTRICT DESIGNATED AS  
9 AN APPROVED FINANCING ENTITY, PURSUANT TO PART 4 OF ARTICLE 46 OF  
10 TITLE 24, HAS ALL THE POWERS NECESSARY OR CONVENIENT TO CARRY  
11 OUT PART 4 OF ARTICLE 46 OF TITLE 24, INCLUDING THE POWER TO  
12 RECEIVE STATE SALES TAX INCREMENT REVENUE AND TO DISBURSE AND  
13 OTHERWISE USE SUCH REVENUE FOR ALL LAWFUL PURPOSES PURSUANT TO  
14 PART 4 OF ARTICLE 4 OF TITLE 24. LAWFUL PURPOSES INCLUDE THE  
15 FINANCING OF ELIGIBLE COSTS AND THE DESIGN, CONSTRUCTION,  
16 MAINTENANCE, AND OPERATION OF ELIGIBLE IMPROVEMENTS AS DEFINED  
17 IN SECTION 24-46-402 (9) OR OTHERWISE INCORPORATED INTO THE  
18 COLORADO ECONOMIC DEVELOPMENT COMMISSION'S CONDITIONS OF  
19 APPROVAL PURSUANT TO PART 4 OF ARTICLE 46 OF TITLE 24.

20 (2) NOTWITHSTANDING ANY PROVISION OF SECTION 32-1-207 OR  
21 OF THE METROPOLITAN DISTRICT'S SERVICE PLAN, AUTHORIZATION TO  
22 RECEIVE STATE SALES TAX INCREMENT REVENUE, PURSUANT TO PART 4 OF  
23 ARTICLE 46 OF TITLE 24, IS NOT CONSIDERED A SUBSTANTIAL  
24 MODIFICATION TO THE PLAN AND CORRESPONDING CHANGES TO THE PLAN  
25 MAY BE MADE BY THE GOVERNING BODY TO INCORPORATE THE USE OF  
26 STATE SALES TAX INCREMENT REVENUE OF THE METROPOLITAN DISTRICT  
27 WITHOUT THE REQUIREMENT OF PETITION TO OR APPROVAL BY THE BOARD

1 OF COUNTY COMMISSIONERS OR THE GOVERNING BODY OF THE  
2 MUNICIPALITY, AS APPLICABLE.

3 (3) A METROPOLITAN DISTRICT RECEIVING STATE SALES TAX  
4 INCREMENT REVENUE, WHETHER PURSUANT TO DESIGNATION AS A  
5 FINANCING ENTITY PURSUANT TO PART 4 OF ARTICLE 46 OF TITLE 24, OR  
6 PURSUANT TO A CONTRACT ENTERED INTO WITH ANY SUCH ENTITY, SHALL  
7 NOT USE THE STATE SALES TAX INCREMENT REVENUE TO ACQUIRE  
8 PROPERTY THROUGH THE EXERCISE OF EMINENT DOMAIN.

9 (4) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE  
10 REQUIRES, "STATE SALES TAX INCREMENT REVENUE" HAS THE MEANING  
11 SET FORTH IN SECTION 24-46-402 (16).

12 **SECTION 9.** In Colorado Revised Statutes, 39-21-113, **add** (40)  
13 as follows:

14 **39-21-113. Reports and returns - rule - repeal.**

15 (40)(a) NOTWITHSTANDING THE CONFIDENTIALITY REQUIREMENTS  
16 IN THIS SECTION:

17 (I) THE EXECUTIVE DIRECTOR MAY PROVIDE THE COLORADO  
18 OFFICE OF ECONOMIC DEVELOPMENT WITH ANY INFORMATION OBTAINED  
19 PURSUANT TO THIS SECTION IN RELATION TO PART 4 OF ARTICLE 46 OF  
20 TITLE 24 AND, IN CONNECTION WITH PROVIDING THE INFORMATION, MAY  
21 ENTER INTO AN AGREEMENT WITH THE COLORADO OFFICE OF ECONOMIC  
22 DEVELOPMENT THAT PROVIDES FOR THE PAYMENT OF THE COSTS  
23 INCURRED IN CONNECTION WITH SUPPLYING THE INFORMATION AND  
24 PROVIDING FOR THE PERIODIC UPDATING OF THE INFORMATION SUPPLIED;  
25 AND

26 (II) BOTH THE EXECUTIVE DIRECTOR AND THE COLORADO OFFICE  
27 OF ECONOMIC DEVELOPMENT MAY PROVIDE INFORMATION OBTAINED

1 PURSUANT TO THIS SECTION IN RELATION TO PART 4 OF ARTICLE 46 OF  
2 TITLE 24 TO A THIRD-PARTY ANALYST.

3 (b) ANY INFORMATION PROVIDED TO THE COLORADO OFFICE OF  
4 ECONOMIC DEVELOPMENT OR A THIRD-PARTY ADMINISTRATOR PURSUANT  
5 TO THIS SUBSECTION (40) IS CONFIDENTIAL, AND ALL EMPLOYEES OF THE  
6 COLORADO OFFICE OF ECONOMIC DEVELOPMENT AND THE THIRD-PARTY  
7 ANALYST ARE SUBJECT TO THE LIMITATIONS SET FORTH IN SUBSECTION (4)  
8 OF THIS SECTION AND THE PENALTIES SPECIFIED IN SUBSECTION (6) OF THIS  
9 SECTION.

10 **SECTION 10.** In Colorado Revised Statutes, **add** part 57 to  
11 article 22 of title 39 as follows:

12 PART 57  
13 COLORADO AFFORDABLE HOUSING IN  
14 TRANSIT AND HOUSING INVESTMENT ZONES  
15 TAX CREDIT

16 **39-22-5701. Tax preference performance statement - report.**

17 (1) IN ACCORDANCE WITH SECTION 39-21-304 (1), WHICH  
18 REQUIRES EACH BILL THAT CREATES A NEW TAX EXPENDITURE TO INCLUDE  
19 A TAX PREFERENCE PERFORMANCE STATEMENT AS PART OF A STATUTORY  
20 LEGISLATIVE DECLARATION, THE GENERAL ASSEMBLY FINDS AND  
21 DECLARES THAT THE PURPOSE OF THE TAX CREDIT PROVIDED IN THIS  
22 SECTION IS TO INDUCE CERTAIN DESIGNATED BEHAVIOR BY TAXPAYERS BY  
23 SUPPORTING THE DEVELOPMENT OF AFFORDABLE HOUSING WITHIN  
24 TRANSIT AND HOUSING INVESTMENT ZONES.

25 (2) THE GENERAL ASSEMBLY AND THE STATE AUDITOR SHALL  
26 MEASURE THE EFFECTIVENESS OF THE CREDIT IN ACHIEVING THE PURPOSE  
27 SPECIFIED IN SUBSECTION (1) OF THIS SECTION BASED ON THE REPORT

1 DESCRIBED IN SUBSECTION (3) OF THIS SECTION.

2 (3) FOR EACH ALLOCATION YEAR, THE AUTHORITY SHALL, BY  
3 DECEMBER 31 OF THAT YEAR, PROVIDE A WRITTEN REPORT TO THE  
4 GENERAL ASSEMBLY AND MAKE THE REPORT AVAILABLE TO THE PUBLIC.  
5 WITH RESPECT TO TAX CREDITS ALLOCATED PURSUANT TO THIS PART 57,  
6 THE REPORT MUST:

7 (a) SPECIFY THE TOTAL NUMBER OF QUALIFIED DEVELOPMENTS  
8 AND UNITS SUPPORTED BY EACH DEVELOPMENT IN CONNECTION WITH THE  
9 CREDIT;

10 (b) DESCRIBE EACH QUALIFIED DEVELOPMENT IN CONNECTION  
11 WITH WHICH THE AUTHORITY ISSUED CREDITS, INCLUDING IN THAT  
12 DESCRIPTION THE GEOGRAPHIC LOCATION OF THE DEVELOPMENT, THE  
13 HOUSEHOLD TYPE AND ANY SPECIFIC DEMOGRAPHIC INFORMATION  
14 AVAILABLE ABOUT RESIDENTS INTENDED TO BE SERVED BY THE  
15 DEVELOPMENT, THE INCOME LEVELS INTENDED TO BE SERVED BY THE  
16 DEVELOPMENT, AND THE RENTS OR SET-ASIDES AUTHORIZED FOR EACH  
17 DEVELOPMENT; AND

18 (c) PROVIDE HOUSING MARKET AND DEMOGRAPHIC INFORMATION  
19 THAT DEMONSTRATES HOW THE QUALIFIED DEVELOPMENTS SUPPORTED BY  
20 CREDITS ARE ADDRESSING THE NEED FOR AFFORDABLE HOUSING WITHIN  
21 THE COMMUNITIES THEY ARE INTENDED TO SERVE AS WELL AS  
22 INFORMATION ABOUT ANY REMAINING DISPARITIES IN THE AFFORDABILITY  
23 OF HOUSING WITHIN THOSE COMMUNITIES.

24 **39-22-5702. Definitions.**

25 AS USED IN THIS PART 57, UNLESS THE CONTEXT OTHERWISE  
26 REQUIRES:

27 (1) "ALLOCATION CERTIFICATE" MEANS A STATEMENT ISSUED BY

1 THE AUTHORITY CERTIFYING THAT A GIVEN DEVELOPMENT QUALIFIES FOR  
2 THE CREDIT AND SPECIFYING THE AMOUNT OF THE CREDIT ALLOWED.

3 (2) "ALLOCATION PLAN" MEANS AN ALLOCATION PLAN ADOPTED  
4 BY THE AUTHORITY THAT GOVERNS THE SELECTION CRITERIA AND  
5 PREFERENCES FOR ALLOCATING THE TAX CREDIT ALLOWED PURSUANT TO  
6 THIS PART 57.

7 (3) "AUTHORITY" MEANS THE COLORADO HOUSING AND FINANCE  
8 AUTHORITY CREATED IN SECTION 29-4-704.

9 (4) "COMPLIANCE PERIOD" MEANS THE PERIOD OF FIFTEEN YEARS  
10 BEGINNING WITH THE FIRST TAXABLE YEAR OF A CREDIT PERIOD.

11 (5) "CREDIT" MEANS THE COLORADO AFFORDABLE HOUSING IN  
12 TRANSIT AND HOUSING INVESTMENT ZONES TAX CREDIT ALLOWED  
13 PURSUANT TO THIS PART 57.

14 (6) "CREDIT PERIOD" MEANS THE PERIOD OF SIX INCOME TAX  
15 YEARS BEGINNING WITH THE INCOME TAX YEAR IN WHICH A QUALIFIED  
16 DEVELOPMENT IS PLACED IN SERVICE. IF A QUALIFIED DEVELOPMENT IS  
17 COMPRISED OF MORE THAN ONE BUILDING, THE DEVELOPMENT IS DEEMED  
18 TO BE PLACED IN SERVICE IN THE INCOME TAX YEAR DURING WHICH THE  
19 LAST BUILDING OF THE QUALIFIED DEVELOPMENT IS PLACED IN SERVICE.

20 (7) "DEPARTMENT" MEANS THE DEPARTMENT OF REVENUE.

21 (8) "FEDERAL TAX CREDIT" MEANS THE FEDERAL LOW-INCOME  
22 HOUSING TAX CREDIT PROVIDED BY SECTION 42 OF THE INTERNAL  
23 REVENUE CODE.

24 (9) "QUALIFIED BASIS" MEANS THE QUALIFIED BASIS OF THE  
25 DEVELOPMENT AS DETERMINED PURSUANT TO SECTION 42 OF THE  
26 INTERNAL REVENUE CODE.

27 (10) "QUALIFIED DEVELOPMENT" MEANS A HOUSING

1 DEVELOPMENT THAT IS LOCATED IN A TRANSIT AND HOUSING INVESTMENT  
2 ZONE WITHIN THE STATE AND IS DETERMINED BY THE AUTHORITY TO MEET  
3 THE CRITERIA ESTABLISHED IN THE ALLOCATION PLAN, INCLUDING  
4 PROVIDING THE REQUIRED NUMBER OF AFFORDABLE HOUSING UNITS.

5 (11) "QUALIFIED TAXPAYER" MEANS AN INDIVIDUAL, A PERSON, A  
6 FIRM, A CORPORATION, OR ANY OTHER ENTITY THAT OWNS AN INTEREST,  
7 DIRECT OR INDIRECT, IN A QUALIFIED DEVELOPMENT AND IS SUBJECT TO  
8 THE TAXES IMPOSED BY THIS ARTICLE 22.

9 (12) "TRANSIT AND HOUSING INVESTMENT ZONE" MEANS THE AREA  
10 DESIGNATED BY THE COLORADO OFFICE OF ECONOMIC DEVELOPMENT IN  
11 THE TRANSIT AND HOUSING INVESTMENT ZONE MAP PURSUANT TO SECTION  
12 24-48.5-136.

13 **39-22-5703. Credit against tax - affordable housing located in**  
14 **a transit and housing investment zone.**

15 (1) FOR INCOME TAX YEARS DURING THE CREDIT PERIOD, THERE IS  
16 ALLOWED TO ANY QUALIFIED TAXPAYER A CREDIT WITH RESPECT TO THE  
17 INCOME TAXES IMPOSED BY THIS ARTICLE 22 IN THE AMOUNT DETERMINED  
18 BY THE AUTHORITY PURSUANT TO THIS PART 57.

19 (2) (a) DURING EACH CALENDAR YEAR OF THE PERIOD BEGINNING  
20 ON JANUARY 1, 2027, AND ENDING ON DECEMBER 31, 2033, THE  
21 AUTHORITY MAY ALLOCATE A CREDIT, THE FULL AMOUNT OF WHICH MAY  
22 BE CLAIMED AGAINST THE TAXES IMPOSED BY THIS ARTICLE 22, FOR EACH  
23 TAXABLE YEAR OF THE SIX-YEAR CREDIT PERIOD. DURING EACH  
24 CALENDAR YEAR OF THE PERIOD BEGINNING ON JANUARY 1, 2027, AND  
25 ENDING ON DECEMBER 31, 2033, THE AGGREGATE AMOUNT OF THE  
26 CREDITS ALLOCATED BY THE AUTHORITY SHALL NOT EXCEED EIGHT  
27 MILLION THREE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED

1 THIRTY-THREE DOLLARS.

2 (b) THE AUTHORITY MAY ALSO ALLOCATE NO MORE THAN HALF OF  
3 ANY UNALLOCATED CREDITS FROM THE IMMEDIATELY PRECEDING  
4 CALENDAR YEAR, AND THESE UNALLOCATED CREDITS ARE NOT INCLUDED  
5 IN THE ANNUAL DOLLAR LIMITS SPECIFIED IN SUBSECTION (2)(a) OF THIS  
6 SECTION.

7 (c) THE AGGREGATE AMOUNT OF CREDITS ALLOCATED BY THE  
8 AUTHORITY IN EACH OF THE 2027 THROUGH 2033 CALENDAR YEARS MUST  
9 NOT EXCEED THE AGGREGATE AMOUNT OF ANY CREDIT RECAPTURED OR  
10 OTHERWISE RETURNED TO THE AUTHORITY IN THE CALENDAR YEAR.

11 (3) THE AUTHORITY MAY ALLOCATE CREDITS TO AN OWNER OF A  
12 QUALIFIED DEVELOPMENT BY ISSUING TO THE OWNER AN ALLOCATION  
13 CERTIFICATE. THE AUTHORITY MAY DETERMINE THE TIME AT WHICH THE  
14 ALLOCATION CERTIFICATE IS ISSUED. THE CREDIT MUST BE IN AN AMOUNT  
15 DETERMINED BY THE AUTHORITY, SUBJECT TO THE FOLLOWING  
16 GUIDELINES:

17 (a) THE CREDIT MUST BE NECESSARY FOR THE FINANCIAL  
18 FEASIBILITY OF THE DEVELOPMENT; AND

19 (b) THE AGGREGATE SUM OF CREDITS ALLOCATED ANNUALLY  
20 MUST NOT EXCEED THE LIMITS SET FORTH IN SUBSECTION (2) OF THIS  
21 SECTION.

22 (4) IF AN OWNER OF A QUALIFIED DEVELOPMENT RECEIVING AN  
23 ALLOCATION OF A CREDIT IS A PARTNERSHIP, LIMITED LIABILITY COMPANY,  
24 S CORPORATION, OR SIMILAR PASS-THROUGH ENTITY, THE OWNER MAY  
25 ALLOCATE THE CREDIT AMONG ITS PARTNERS, SHAREHOLDERS, MEMBERS,  
26 OR OTHER QUALIFIED TAXPAYERS IN ANY MANNER AGREED TO BY SUCH  
27 PERSONS REGARDLESS OF WHETHER ANY SUCH PERSONS ARE DEEMED A

1 PARTNER FOR FEDERAL INCOME TAX PURPOSES. THE OWNER SHALL  
2 CERTIFY TO THE DEPARTMENT THE AMOUNT OF CREDIT ALLOCATED TO  
3 EACH PARTNER, SHAREHOLDER, MEMBER, OR OTHER QUALIFIED TAXPAYER.  
4 EACH PARTNER, SHAREHOLDER, MEMBER, OR OTHER QUALIFIED TAXPAYER  
5 ADMITTED AS A PARTNER, SHAREHOLDER, MEMBER, OR OTHER QUALIFIED  
6 TAXPAYER OF THE OWNER PRIOR TO THE FILING OF A TAX RETURN  
7 CLAIMING THE CREDIT IS ALLOWED TO CLAIM SUCH AMOUNT SUBJECT TO  
8 ANY RESTRICTIONS SET FORTH IN THIS PART 57.

9 (5) (a) THE AUTHORITY MAY ALLOCATE CREDITS TO A  
10 GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY, INCLUDING THE  
11 MIDDLE-INCOME HOUSING AUTHORITY CREATED IN SECTION 29-4-1104,  
12 WITH RESPECT TO A QUALIFIED DEVELOPMENT THAT IS OWNED BY SUCH  
13 ENTITY.

14 (b) (I) A GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY MAY  
15 TRANSFER CREDITS THAT THE AUTHORITY HAS ALLOCATED TO IT  
16 PURSUANT TO THIS SUBSECTION (5) TO AN INDIVIDUAL, PERSON, FIRM,  
17 CORPORATION, OR OTHER ENTITY SUBJECT TO THE TAXES IMPOSED BY THIS  
18 ARTICLE 22.

19 (II) A GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY THAT  
20 TRANSFERS A CREDIT PURSUANT TO SUBSECTION (5)(b)(I) OF THIS SECTION  
21 SHALL INVEST IN THE RELEVANT QUALIFIED DEVELOPMENT ANY  
22 COMPENSATION RECEIVED IN CONNECTION WITH THE TRANSFER MADE  
23 PURSUANT TO SUBSECTION (5)(b)(I) OF THIS SECTION AND SHALL NOTIFY  
24 THE DEPARTMENT OF THE IDENTITY OF THE TRANSFEREE.

25 (III) A TRANSFEREE TO WHICH A CREDIT IS TRANSFERRED BY A  
26 GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY PURSUANT TO THIS  
27 SUBSECTION (5)(b) IS ENTITLED TO CLAIM THE CREDIT IN THE SAME

1 MANNER AND SUBJECT TO THE SAME CONDITIONS AND ALLOCATION  
2 RIGHTS AS AN OWNER OF A QUALIFIED DEVELOPMENT TO WHICH THE  
3 AUTHORITY HAS ALLOCATED A CREDIT PURSUANT TO SUBSECTION (3) OF  
4 THIS SECTION.

5 (c) (I) CREDITS THAT THE AUTHORITY HAS ALLOCATED TO A  
6 GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY PURSUANT TO  
7 SUBSECTION (5)(a) OF THIS SECTION OR A CREDIT THAT A GOVERNMENTAL  
8 OR QUASI-GOVERNMENTAL ENTITY TRANSFERS PURSUANT TO SUBSECTION  
9 (5)(b) OF THIS SECTION ARE SUBJECT TO RECAPTURE PURSUANT TO  
10 SECTION 39-22-5704.

11 (II) IF A CREDIT TRANSFERRED BY A GOVERNMENTAL OR  
12 QUASI-GOVERNMENTAL ENTITY IS RECAPTURED PURSUANT TO SECTION  
13 39-22-5704, THE TRANSFEREE MUST INCREASE THE TRANSFEREE'S STATE  
14 INCOME TAX LIABILITY PURSUANT TO SECTION 39-22-5704 IN THE MANNER  
15 AND TO THE SAME EXTENT AS A PARTNER, SHAREHOLDER, MEMBER, OR  
16 OTHER QUALIFIED TAXPAYER ALLOCATED A CREDIT PURSUANT TO SECTION  
17 39-22-5703 (4).

18 (6) NO CREDIT SHALL BE ALLOCATED PURSUANT TO THIS PART 57  
19 UNLESS THE QUALIFIED DEVELOPMENT IS THE SUBJECT OF A RECORDED  
20 DEED RESTRICTION REQUIRING THE DEVELOPMENT TO BE MAINTAINED AND  
21 OPERATED AS A QUALIFIED DEVELOPMENT, AND IS IN ACCORDANCE WITH  
22 THE ACCESSIBILITY AND ADAPTABILITY REQUIREMENTS OF THE FEDERAL  
23 TAX CREDITS AND TITLE VIII OF THE "CIVIL RIGHTS ACT OF 1968", AS  
24 AMENDED BY THE "FAIR HOUSING AMENDMENTS ACT OF 1988", 42 U.S.C.  
25 SEC. 3601 ET SEQ., FOR A PERIOD OF FIFTEEN INCOME TAX YEARS, OR A  
26 LONGER PERIOD AS MAY BE AGREED TO BETWEEN THE AUTHORITY AND  
27 THE OWNER, BEGINNING WITH THE FIRST TAXABLE YEAR OF THE CREDIT

1 PERIOD UNLESS CORRECTED WITHIN THE TIME THAT IS APPLICABLE TO  
2 DEVELOPMENTS RECEIVING FEDERAL TAX CREDITS PURSUANT TO SECTION  
3 42(h)(6)(J) OF THE INTERNAL REVENUE CODE AS APPLICABLE TO THE  
4 COVENANT DESCRIBED IN THIS SUBSECTION (6).

5 (7) THE ALLOCATED CREDIT AMOUNT MAY BE TAKEN AGAINST THE  
6 TAXES IMPOSED BY THIS ARTICLE 22 FOR EACH INCOME TAX YEAR OF THE  
7 CREDIT PERIOD AS SET FORTH IN SUBSECTION (2) OF THIS SECTION. ANY  
8 AMOUNT OF CREDIT THAT EXCEEDS THE TAX DUE FOR AN INCOME TAX  
9 YEAR MAY BE CARRIED FORWARD AS A TAX CREDIT AGAINST THE INCOME  
10 TAX LIABILITY FOR THE THREE SUBSEQUENT TAX YEARS AND MUST BE  
11 APPLIED FIRST TO THE EARLIEST YEARS POSSIBLE. ANY AMOUNT OF THE  
12 CREDIT THAT IS NOT USED MUST NOT BE REFUNDED TO THE TAXPAYER.

13 (8) UNLESS OTHERWISE PROVIDED IN THIS PART 57 OR THE  
14 CONTEXT CLEARLY REQUIRES OTHERWISE, THE AUTHORITY SHALL  
15 DETERMINE ELIGIBILITY FOR A CREDIT AND ALLOCATE CREDITS IN  
16 ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS SET FORTH IN  
17 THE ALLOCATION PLAN; HOWEVER, THE AUTHORITY SHALL ADMINISTER  
18 THE CREDIT ALLOWED PURSUANT TO THIS PART 57 CONSISTENTLY WITH  
19 THE CREDIT PURSUANT TO PART 21 OF THIS ARTICLE 22 EXCEPT TO THE  
20 EXTENT THE ALLOCATION PLAN IS INCONSISTENT WITH PART 21 OF THIS  
21 ARTICLE 22, IN WHICH CASE THE ALLOCATION PLAN CONTROLS.  
22 NOTWITHSTANDING THE FOREGOING, ANY COMBINATION OF FEDERAL AND  
23 STATE CREDITS, OR STANDALONE AMOUNT OF STATE CREDITS, ALLOWED  
24 MUST BE THE LEAST AMOUNT NECESSARY TO ENSURE THE FINANCIAL  
25 FEASIBILITY OF A QUALIFIED DEVELOPMENT.

26 **39-22-5704. Recapture.**

27 (1) AS OF THE LAST DAY OF ANY TAXABLE YEAR DURING THE

1 COMPLIANCE PERIOD, IF THE AMOUNT OF THE QUALIFIED BASIS OF A  
2 QUALIFIED DEVELOPMENT WITH RESPECT TO A TAXPAYER IS LESS THAN  
3 THE AMOUNT OF THE QUALIFIED BASIS AS OF THE LAST DAY OF THE PRIOR  
4 TAXABLE YEAR, THEN THE AMOUNT OF THE TAXPAYER'S STATE INCOME  
5 TAX LIABILITY FOR THAT TAXABLE YEAR MUST BE INCREASED BY THE  
6 CREDIT RECAPTURE AMOUNT.

7 (2) FOR PURPOSES OF SUBSECTION (1) OF THIS SECTION, THE  
8 CREDIT RECAPTURE AMOUNT IS AN AMOUNT EQUAL TO THE AGGREGATE  
9 DECREASE IN THE CREDIT ALLOWED TO THE TAXPAYER PURSUANT TO THIS  
10 PART 57 FOR ALL PRIOR TAXABLE YEARS THAT WOULD HAVE RESULTED IF  
11 THE ACCELERATED PORTION OF THE CREDIT ALLOWABLE BY REASON OF  
12 THIS PART 57 WAS NOT ALLOWED FOR ALL PRIOR TAXABLE YEARS WITH  
13 RESPECT TO THE REDUCED AMOUNT OF QUALIFIED BASIS DESCRIBED IN  
14 SUBSECTION (1) OF THIS SECTION.

15 (3) FOR PURPOSES OF SUBSECTION (2) OF THIS SECTION, THE  
16 ACCELERATED PORTION OF THE CREDIT FOR THE PRIOR TAXABLE YEARS  
17 WITH RESPECT TO ANY AMOUNT OF QUALIFIED BASIS IS THE DIFFERENCE  
18 BETWEEN:

19 (a) THE AGGREGATE AMOUNT OF THE CREDIT ALLOWED PURSUANT  
20 TO THIS PART 57, NOTWITHSTANDING THIS SUBSECTION (3), FOR THE YEARS  
21 WITH RESPECT TO THE QUALIFIED BASIS; AND

22 (b) THE AGGREGATE AMOUNT OF THE CREDIT THAT WOULD BE  
23 ALLOWED PURSUANT TO THIS PART 57 FOR THE YEARS WITH RESPECT TO  
24 THE QUALIFIED BASIS IF THE AGGREGATE CREDIT THAT WOULD HAVE BEEN  
25 ALLOWABLE, BUT FOR THIS SUBSECTION (3), FOR THE ENTIRE COMPLIANCE  
26 PERIOD WERE ALLOWABLE RATABLY OVER FIFTEEN YEARS.

27 (4) IN THE EVENT THAT RECAPTURE OF ANY CREDIT IS REQUIRED

1 IN ANY TAX YEAR, THE RETURN SUBMITTED FOR THAT TAX YEAR TO THE  
2 DEPARTMENT SHALL INCLUDE THE PROPORTION OF CREDIT REQUIRED TO  
3 BE RECAPTURED, THE IDENTITY OF EACH TAXPAYER SUBJECT TO THE  
4 RECAPTURE, AND THE AMOUNT OF CREDIT PREVIOUSLY ALLOCATED TO THE  
5 TAXPAYER.

6 (5) NOTWITHSTANDING SUBSECTION (1) OF THIS SECTION, CREDITS  
7 ISSUED PURSUANT TO THIS PART 57 MUST NOT BE RECAPTURED IF A  
8 QUALIFIED DEVELOPMENT, AFTER THE INITIAL AWARD OF CREDITS, CEASES  
9 BEING LOCATED IN A TRANSIT AND HOUSING INVESTMENT ZONE.

10 **39-22-5705. Filing requirements.**

11 AN OWNER OF A QUALIFIED DEVELOPMENT TO WHICH A CREDIT HAS  
12 BEEN ALLOCATED AND EACH QUALIFIED TAXPAYER TO WHICH THE OWNER  
13 HAS ALLOCATED A PORTION OF SAID CREDIT, IF ANY, SHALL FILE WITH  
14 THEIR STATE INCOME TAX RETURN A COPY OF THE ALLOCATION  
15 CERTIFICATE ISSUED BY THE AUTHORITY WITH RESPECT TO THE  
16 DEVELOPMENT AND A COPY OF THE OWNER'S CERTIFICATION TO THE  
17 DEPARTMENT AS TO THE ALLOCATION OF THE CREDIT AMONG THE  
18 QUALIFIED TAXPAYERS HAVING OWNERSHIP INTERESTS IN THE  
19 DEVELOPMENT.

20 **39-22-5706. Parallel credits - insurance premium taxes -**  
21 **definition.**

22 (1) ANY TAXPAYER WHO IS SUBJECT TO THE TAX ON INSURANCE  
23 PREMIUMS ESTABLISHED BY SECTIONS 10-3-209, 10-5-111, AND 10-6-128  
24 AND THEREFORE EXEMPT FROM THE PAYMENT OF INCOME TAX AND WHO  
25 IS OTHERWISE ELIGIBLE TO CLAIM A CREDIT PURSUANT TO THIS PART 57  
26 MAY CLAIM THE CREDIT AND CARRY THE CREDIT FORWARD AGAINST THE  
27 INSURANCE PREMIUM TAX ON ITS CALENDAR QUARTER ESTIMATED TAX

1 PAYMENTS MADE IN ACCORDANCE WITH SECTION 10-3-209 TO THE SAME  
2 EXTENT AS THE TAXPAYER WOULD HAVE BEEN ABLE TO CLAIM OR CARRY  
3 FORWARD THE CREDIT OR REFUND AGAINST INCOME TAX. ALL OTHER  
4 PROVISIONS OF THIS PART 57 WITH RESPECT TO THE CREDIT, INCLUDING  
5 THE AMOUNT, ALLOCATION, AND RECAPTURE OF THE CREDIT AND THE  
6 YEARS FOR WHICH THE CREDIT MAY BE CLAIMED, APPLY TO A CREDIT  
7 CLAIMED PURSUANT TO THIS SECTION.

8 (2) FOR PURPOSES OF ADMINISTERING THIS SECTION, ANY  
9 REFERENCE IN THIS ARTICLE 22 TO "INCOME TAX YEAR" MEANS CALENDAR  
10 YEAR.

11 **39-22-5707. Compliance monitoring.**

12 THE AUTHORITY, IN CONSULTATION WITH THE DEPARTMENT, SHALL  
13 MONITOR AND OVERSEE COMPLIANCE WITH THIS PART 57 AND SHALL  
14 REPORT SPECIFIC OCCURRENCES OF NONCOMPLIANCE TO THE  
15 DEPARTMENT.

16 **39-22-5708. Repeal.**

17 THIS PART 57 IS REPEALED, EFFECTIVE DECEMBER 31, 2063.

18 **SECTION 11.** In Colorado Revised Statutes, 39-26-901, **amend**  
19 (4)(b) and (4)(c); and **add** (4)(d) as follows:

20 **39-26-901. Temporary adjustment of rates of state sales and**  
21 **use taxes - refund of excess state revenues - legislative declaration -**  
22 **definition - repeal.**

23 (4) Any temporary state sales and use tax rate reduction pursuant  
24 to subsection (1) of this section does not affect the calculation of the  
25 amount of:

26 (b) The state sales tax increment revenue for regional tourism  
27 zones in accordance with part 3 of article 46 of title 24; ~~or~~

1 (c) The aviation fund created in section 43-10-109; OR

2 (d) THE STATE SALES TAX INCREMENT REVENUE FOR TRANSIT AND  
3 HOUSING INVESTMENT AREAS IN ACCORDANCE WITH PART 4 OF ARTICLE 46  
4 OF TITLE 24.

5 **SECTION 12. Safety clause.** The general assembly finds,  
6 determines, and declares that this act is necessary for the immediate  
7 preservation of the public peace, health, or safety or for appropriations for  
8 the support and maintenance of the departments of the state and state  
9 institutions.

Second Regular Session  
Seventy-fifth General Assembly  
STATE OF COLORADO

INTRODUCED

LLS NO. 26-0134.03 Rebecca Bayetti x4348

HOUSE BILL 26-1030

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HOUSE SPONSORSHIP

Valdez and Duran,

SENATE SPONSORSHIP

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House Committees  
Energy & Environment

Senate Committees

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A BILL FOR AN ACT

101 CONCERNING FACILITATION OF DATA CENTER DEVELOPMENT WHILE  
102 SUPPORTING UTILITY RESOURCES, AND, IN CONNECTION  
103 THEREWITH, CREATING THE "COLORADO DATA CENTER  
104 WORKFORCE, CLEAN ENERGY, GRID MODERNIZATION, AND  
105 CONSUMER AND ENVIRONMENTAL PROTECTION ACT".

---

Bill Summary

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)*

The bill creates the data center development and incentive program (program) operated by the Colorado data center development authority

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
*Capital letters or bold & italic numbers indicate new material to be added to existing law.*  
*Dashes through the words or numbers indicate deletions from existing law.*

(authority), which is newly created in the Colorado office of economic development (office) (**section 1** of the bill). The authority consists of 9 members, as follows:

- 2 members appointed by the governor with the consent of the senate;
- The director of the Colorado energy office or the director's designee;
- One member who has experience in water projects or water resource management, appointed by the president of the senate;
- One member who has experience in clean and renewable energy, appointed by the speaker of the house of representatives;
- 2 members who have experience in data center development, with one member appointed by the speaker of the house of representatives and one member appointed by the president of the senate;
- One member representing a statewide organization that represents workers in trade crafts who construct data centers, appointed by the speaker of the house of representatives; and
- One member representing a statewide organization that represents contractors who construct data centers, appointed by the president of the senate.

To incentivize efficient data center development, the program allows a 100% state sales and use tax exemption on qualified purchases to the operator of a certified data center. To be eligible for certification, the operator of the data center, or a data center operator collectively with participating data center tenants, must:

- Have initiated a preliminary consultation with the utility that will provide electricity for the data center project regarding interconnection feasibility, capacity, and infrastructure requirements;
- Commit to making a \$250 million minimum investment in data center infrastructure within 5 years;
- Commit to creating new full-time jobs, including employees and long-term service and maintenance positions, that satisfy specified criteria and breaking ground on the data center project within 2 years of obtaining certification;
- Commit to complying, and ensure that the utility that provides electricity to the data center also complies, with craft labor requirements, apprenticeship utilization requirements, and prevailing wage requirements; and
- Commit to obtaining certification under one of several



1 AND INCENTIVES

2 **24-48.5-801. Short title.**

3 THE SHORT TITLE OF THIS PART 8 IS THE "COLORADO DATA CENTER  
4 WORKFORCE, CLEAN ENERGY, GRID MODERNIZATION, AND CONSUMER  
5 AND ENVIRONMENTAL PROTECTION ACT".

6 **24-48.5-802. Legislative declaration.**

7 (1) THE GENERAL ASSEMBLY FINDS, DETERMINES, AND DECLARES  
8 THAT:

9 (a) DATA CENTERS ARE ESSENTIAL CRITICAL INFRASTRUCTURE  
10 POWERING THE MODERN DIGITAL ECONOMY;

11 (b) DATA CENTERS WILL DRIVE COMMUNITY ACCESS TO SOLAR AND  
12 BATTERY STORAGE;

13 (c) COLORADO FACES INTERRELATED CHALLENGES IN:

14 (I) ACHIEVING ITS CLEAN ENERGY AND GREENHOUSE GAS  
15 REDUCTION GOALS WHILE MAINTAINING GRID RELIABILITY;

16 (II) MODERNIZING GRID INFRASTRUCTURE FOR ELECTRIFICATION  
17 AND PROJECTED LOAD GROWTH;

18 (III) ENSURING EQUITABLE DEVELOPMENT ACROSS URBAN,  
19 SUBURBAN, AND RURAL COMMUNITIES; AND

20 (IV) CREATING COMMUNITY BENEFITS THROUGH EXPANDING  
21 SOLAR AND BATTERY STORAGE PROGRAMS, ENSURING ALL COLORADANS  
22 HAVE ACCESS TO CLEAN ENERGY GENERATION AND STORAGE;

23 (d) THE COLORADO ELECTRIC TRANSMISSION AUTHORITY HAS  
24 IDENTIFIED TRANSMISSION NEEDS REQUIRING AN INVESTMENT OF  
25 APPROXIMATELY FOUR BILLION FIVE HUNDRED MILLION DOLLARS BY 2045  
26 TO MODERNIZE, ENHANCE RELIABILITY, AND INTEGRATE CLEAN ENERGY;  
27 AND

1 (e) DATA CENTERS REPRESENT A TRANSFORMATIVE OPPORTUNITY  
2 TO:

3 (I) CREATE HIGH-WAGE EMPLOYMENT ACROSS SECTORS,  
4 INCLUDING:

5 (A) TECHNOLOGY FOCUSED ROLES IN OPERATIONS,  
6 CYBERSECURITY, NETWORK ENGINEERING, AND SYSTEMS  
7 ADMINISTRATION;

8 (B) CONSTRUCTION AND SKILLED TRADES OPPORTUNITIES TO MEET  
9 THE FAST-GROWING DEMAND FOR DATA CENTER BUILDS; AND

10 (C) ENERGY CAREERS IN GENERATION, TRANSMISSION,  
11 RENEWABLE ENERGY, AND GRID PROJECTS;

12 (II) ACCELERATE GRID MODERNIZATION THROUGH:

13 (A) STRATEGIC PRIVATE INVESTMENT IN TRANSMISSION AND  
14 DISTRIBUTION THAT BENEFITS ALL RATEPAYERS;

15 (B) THE DEVELOPMENT OF NEW GENERATION, BATTERY STORAGE,  
16 AND FLEXIBILITY TECHNOLOGY TO HELP BALANCE SUPPLY AND DEMAND;

17 (C) INCREASED HARDENING AGAINST EXTREME WEATHER, CYBER  
18 THREATS, AND DISRUPTIONS; AND

19 (D) FINANCING MECHANISMS THAT SPEED INFRASTRUCTURE  
20 DEPLOYMENT;

21 (III) EMPHASIZE SOLAR ENERGY AND BATTERY STORAGE  
22 SOLUTIONS, WHICH BENEFIT THE COMMUNITY BY:

23 (A) ADDING DISPATCHABLE CAPACITY WITH STORAGE, WHICH  
24 IMPROVES PEAK FLEXIBILITY AND RELIABILITY;

25 (B) OFFERING FAST, LOW-COST, AND CLEAN ENERGY, WHICH IS  
26 CRITICAL TO MEET RISING ELECTRICITY DEMAND;

27 (C) BOOSTING RESILIENCY, PROVIDING BACKUP POWER, LOWERING

1 PEAK ENERGY COSTS, AND INCREASING THE VALUE OF WIND AND SOLAR  
2 ENERGY TECHNOLOGY;

3 (D) REDUCING FUTURE TRANSMISSION COSTS AND REDUCING  
4 RELIANCE ON NEW GAS INFRASTRUCTURE; AND

5 (E) REDUCING HOUSEHOLD ELECTRICITY BILLS BY  
6 APPROXIMATELY FIFTEEN PERCENT WITH COMBINED SOLAR AND BATTERY  
7 SYSTEMS;

8 (IV) ENCOURAGE A TRANSITION TO CLEAN AND RENEWABLE  
9 ENERGY THROUGH:

10 (A) ANCHORING NEW DISPATCHABLE RENEWABLE AND CLEAN  
11 ENERGY RESOURCES;

12 (B) ACCELERATING THE DEPLOYMENT OF ADVANCED CLEAN  
13 ENERGY TECHNOLOGY;

14 (C) FOLLOWING STRICT INTERNATIONAL BUILDING ENERGY  
15 EFFICIENCY STANDARDS;

16 (D) RELYING ON INNOVATIVE, CLEAN, NON-CARBON BACKUP  
17 POWER GENERATION SOURCES; AND

18 (E) IMPLEMENTING STATE-OF-THE-ART, WATER-EFFICIENT,  
19 CLOSED-LOOP COOLING SYSTEMS; AND

20 (V) STRENGTHEN LOCAL AND COMMUNITY TAX BASES THROUGH:

21 (A) STABLE PROPERTY TAX FUNDING FOR SCHOOLS, LOCAL  
22 SERVICES, AND INFRASTRUCTURE;

23 (B) SALES TAX FROM ELECTRICITY USE AND OPERATIONAL  
24 EXPENDITURES;

25 (C) SUBSTANTIAL CAPITAL INVESTMENT IN PROPERTY AND  
26 EQUIPMENT; AND

27 (D) ECONOMIC MULTIPLIERS FROM CONSTRUCTION, SUPPLY

1 CHAINS, AND OPERATIONS.

2 (2) THE GENERAL ASSEMBLY FURTHER FINDS AND DECLARES THAT  
3 THE PURPOSE OF THE COLORADO DATA CENTER WORKFORCE, CLEAN  
4 ENERGY, GRID MODERNIZATION, AND CONSUMER AND ENVIRONMENTAL  
5 PROTECTION ACT IS TO:

6 (a) DRIVE THE EXPANSION OF COMMUNITY ACCESS TO SOLAR  
7 GENERATION AND BATTERY STORAGE STATEWIDE;

8 (b) IMPROVE COMPETITIVENESS WITH TAX INCENTIVES TO ATTRACT  
9 DATA CENTER INVESTMENT;

10 (c) ACCELERATE GRID MODERNIZATION AND INFRASTRUCTURE  
11 THROUGH PRIVATE CONTRIBUTIONS;

12 (d) CREATE HIGH-WAGE TECHNOLOGY AND CONSTRUCTION JOBS  
13 TO STRENGTHEN THE WORKFORCE;

14 (e) ENSURE RESPONSIBLE DEVELOPMENT WITH LOCAL  
15 EMPLOYMENT AND COMMUNITY BENEFITS;

16 (f) STRENGTHEN LOCAL ECONOMIES, ESPECIALLY IN RURAL  
17 COMMUNITIES AND COMMUNITIES IN TRANSITION;

18 (g) ADVANCE STATE POLICY GOALS WHILE MAINTAINING  
19 RESOURCE RELIABILITY AND PROTECTING RATEPAYERS; AND

20 (h) ENHANCE LEADERSHIP IN TECHNOLOGICAL INNOVATION, CLEAN  
21 AND RENEWABLE ENERGY, AND SUSTAINABLE GROWTH.

22 **24-48.5-803. Definitions.**

23 AS USED IN THIS PART 8, UNLESS THE CONTEXT OTHERWISE  
24 REQUIRES:

25 (1) "CERTIFICATION" MEANS RECOGNITION GRANTED TO A DATA  
26 CENTER BY THE AUTHORITY PURSUANT TO SECTION 24-48.5-807, UPON A  
27 DETERMINATION THAT THE DATA CENTER MEETS THE REQUIREMENTS

1 SPECIFIED IN SECTION 24-48.5-806.

2 (2) "CERTIFIED DATA CENTER" MEANS A DATA CENTER THAT HAS  
3 RECEIVED CERTIFICATION.

4 (3) "COLORADO DATA CENTER DEVELOPMENT AUTHORITY" OR  
5 "AUTHORITY" MEANS THE COLORADO DATA CENTER DEVELOPMENT  
6 AUTHORITY CREATED IN SECTION 24-28.5-804.

7 (4) "COMMISSION" MEANS THE PUBLIC UTILITIES COMMISSION OF  
8 THE STATE OF COLORADO CREATED IN SECTION 40-2-101.

9 (5) "DATA CENTER" MEANS A FACILITY WITH ONE OR MORE  
10 BUILDINGS, INCLUDING CORRESPONDING ELECTRICAL INFRASTRUCTURE,  
11 THAT:

12 (a) HOUSES INFORMATION TECHNOLOGY EQUIPMENT USED FOR  
13 DATA PROCESSING, DATA STORAGE, OR TELECOMMUNICATIONS; AND

14 (b) HAS A PRIMARY FUNCTION OF DELIVERING INFORMATION  
15 TECHNOLOGY SERVICES, INCLUDING:

16 (I) PROVIDING DATA STORAGE, PROCESSING, AND TRANSPORT  
17 SERVICES;

18 (II) SUPPORTING THE DELIVERY OF CLOUD COMPUTING SERVICES;

19 (III) PROVIDING NETWORK CONNECTIVITY SERVICES; AND

20 (IV) SUPPORTING ARTIFICIAL INTELLIGENCE, MACHINE LEARNING,  
21 OR SIMILAR COMPUTATIONAL SERVICES.

22 (6) "DATA CENTER OPERATOR" MEANS A PERSON THAT OWNS OR  
23 OPERATES A DATA CENTER IN THE STATE.

24 (7) "DATA CENTER TENANT" MEANS A CLIENT OR COLOCATION  
25 TENANT OR LICENSEE OF A DATA CENTER, INCLUDING AN ENTITY THAT  
26 LEASES, RENTS, OR OTHERWISE ENTERS INTO A CONTRACTUAL AGREEMENT  
27 FOR THE USE OF DATA CENTER SPACE OR SERVICES, OR OTHERWISE

1 COLOCATES INFORMATION TECHNOLOGY EQUIPMENT WITHIN A DATA  
2 CENTER.

3 (8) "DEPARTMENT" MEANS THE DEPARTMENT OF REVENUE.

4 (9) "OFFICE" MEANS THE OFFICE OF ECONOMIC DEVELOPMENT  
5 CREATED IN SECTION 24-48.5-101.

6 (10) "PROGRAM" MEANS THE DATA CENTER DEVELOPMENT AND  
7 INCENTIVE PROGRAM CREATED IN THIS PART 8.

8 (11) "QUALIFIED PURCHASE" MEANS THE PURCHASE, ON OR AFTER  
9 JANUARY 1, 2027, OF:

10 (a) INFORMATION TECHNOLOGY INFRASTRUCTURE, INCLUDING:

11 (I) COMPUTER EQUIPMENT OR SOFTWARE USED IN THE OPERATION  
12 OF OR FOR THE BENEFIT OF A CERTIFIED DATA CENTER;

13 (II) SOFTWARE SERVERS, ROUTERS, CONNECTIONS, MONITORING  
14 AND SECURITY SYSTEMS, AND OTHER ENABLING MACHINERY, EQUIPMENT,  
15 SOFTWARE, AND HARDWARE, REGARDLESS OF WHETHER THE PROPERTY IS  
16 AFFIXED TO OR INCORPORATED INTO REAL PROPERTY;

17 (III) DATA STORAGE SYSTEMS; AND

18 (IV) NETWORK INFRASTRUCTURE; OR

19 (b) DATA CENTER INFRASTRUCTURE AND TRANSMISSION AND  
20 GENERATION SYSTEM ASSETS, INCLUDING:

21 (I) ENVIRONMENTAL CONTROL SYSTEMS;

22 (II) ON-SITE ENERGY STORAGE SYSTEMS; AND

23 (III) ON-SITE RENEWABLE AND CLEAN ENERGY SYSTEMS.

24 (12) "RENEWABLE AND CLEAN ENERGY" MEANS ELECTRICITY  
25 GENERATED FROM:

26 (a) SOURCES MEETING THE DEFINITION OF CLEAN ENERGY, AS  
27 DEFINED IN SECTION 30-20-1202 (2); OR

1 (b) SOURCES QUALIFYING AS ELIGIBLE ENERGY RESOURCES  
2 PURSUANT TO SECTION 40-2-124.

3 **24-48.5-804. Colorado data center development authority -**  
4 **office of economic development - creation - membership - powers and**  
5 **duties - report.**

6 (1) THE COLORADO DATA CENTER DEVELOPMENT AUTHORITY IS  
7 CREATED IN THE OFFICE.

8 (2) (a) THE AUTHORITY CONSISTS OF NINE MEMBERS AS FOLLOWS:

9 (I) TWO MEMBERS APPOINTED BY THE GOVERNOR WITH THE  
10 CONSENT OF THE SENATE;

11 (II) THE DIRECTOR OF THE COLORADO ENERGY OFFICE CREATED  
12 IN SECTION 24-38.5-101 OR THE DIRECTOR'S DESIGNEE;

13 (III) ONE MEMBER WHO HAS EXPERIENCE IN WATER PROJECTS OR  
14 WATER RESOURCE MANAGEMENT, APPOINTED BY THE PRESIDENT OF THE  
15 SENATE;

16 (IV) ONE MEMBER WHO HAS EXPERIENCE IN CLEAN AND  
17 RENEWABLE ENERGY, APPOINTED BY THE SPEAKER OF THE HOUSE OF  
18 REPRESENTATIVES;

19 (V) TWO MEMBERS WHO HAVE EXPERIENCE IN DATA CENTER  
20 DEVELOPMENT, WITH ONE MEMBER APPOINTED BY THE SPEAKER OF THE  
21 HOUSE OF REPRESENTATIVES AND ONE MEMBER APPOINTED BY THE  
22 PRESIDENT OF THE SENATE;

23 (VI) ONE MEMBER REPRESENTING A STATEWIDE ORGANIZATION  
24 THAT REPRESENTS WORKERS IN TRADE CRAFTS WHO CONSTRUCT DATA  
25 CENTERS, APPOINTED BY THE SPEAKER OF THE HOUSE OF  
26 REPRESENTATIVES; AND

27 (VII) ONE MEMBER REPRESENTING A STATEWIDE ORGANIZATION

1 THAT REPRESENTS CONTRACTORS WHO CONSTRUCT DATA CENTERS,  
2 APPOINTED BY THE PRESIDENT OF THE SENATE.

3 (b) (I) EXCEPT AS PROVIDED IN SUBSECTION (2)(b)(II) OF THIS  
4 SECTION FOR THE INITIAL TERMS OF THE INITIALLY APPOINTED MEMBERS,  
5 ALL APPOINTED MEMBERS OF THE AUTHORITY SERVE FOUR-YEAR TERMS.  
6 MEMBERS OF THE AUTHORITY ARE ELIGIBLE FOR REAPPOINTMENT FOR  
7 CONSECUTIVE TERMS.

8 (II) (A) ONE OF THE MEMBERS INITIALLY APPOINTED BY THE  
9 GOVERNOR AND TWO OF THE MEMBERS INITIALLY APPOINTED BY THE  
10 SPEAKER OF THE HOUSE OF REPRESENTATIVES SERVE INITIAL TERMS OF  
11 THREE YEARS. ONE OF THE MEMBERS INITIALLY APPOINTED BY THE  
12 GOVERNOR AND TWO OF THE MEMBERS INITIALLY APPOINTED BY THE  
13 PRESIDENT OF THE SENATE SERVE INITIAL TERMS OF TWO YEARS. THE  
14 REMAINDER OF THE INITIALLY APPOINTED MEMBERS SERVE INITIAL TERMS  
15 OF FOUR YEARS. THE APPOINTING AUTHORITY SHALL DESIGNATE THE  
16 INITIAL TERM LENGTH OF THE INITIALLY APPOINTED MEMBER.

17 (B) THE APPOINTING AUTHORITIES SHALL MAKE THEIR INITIAL  
18 APPOINTMENTS AS SOON AS PRACTICABLE FOLLOWING THE EFFECTIVE  
19 DATE OF THIS SECTION. APPOINTMENTS MADE WHILE THE SENATE IS NOT  
20 IN SESSION ARE TEMPORARY APPOINTMENTS AND SUCH APPOINTEES SERVE  
21 ON A TEMPORARY BASIS UNTIL THE SENATE IS IN SESSION AND IS ABLE TO  
22 CONFIRM THE APPOINTMENTS.

23 (III) A VACANCY IN THE MEMBERSHIP OF THE AUTHORITY MUST BE  
24 FILLED IN THE SAME MANNER AS THE ORIGINAL APPOINTMENT FOR THE  
25 REMAINDER OF THE EXPIRED TERM.

26 (c) THE AUTHORITY SHALL SELECT A CHAIR AND A VICE CHAIR  
27 FROM AMONG ITS MEMBERS.

1           (d) A TWO-THIRDS MAJORITY OF THE MEMBERS OF THE AUTHORITY  
2 MAY REMOVE A MEMBER OF THE AUTHORITY FOR CAUSE.

3           (e) FIVE MEMBERS OF THE AUTHORITY CONSTITUTE A QUORUM.

4           (f) MEMBERS OF THE AUTHORITY SERVE WITHOUT COMPENSATION  
5 BUT ARE ENTITLED TO REIMBURSEMENT FOR ACTUAL AND NECESSARY  
6 EXPENSES INCURRED IN THE PERFORMANCE OF THEIR DUTIES.

7           (3) THE AUTHORITY HAS THE FOLLOWING POWERS AND DUTIES:

8           (a) TO ADMINISTER THE DATA CENTER DEVELOPMENT AND  
9 INCENTIVE PROGRAM CREATED IN THIS PART 8, INCLUDING CREATING AND  
10 MODIFYING POLICIES, PROCEDURES, AND GUIDELINES AS NECESSARY TO  
11 IMPLEMENT THE PROGRAM AND THE TAX BENEFITS THAT MAY BE CLAIMED  
12 PURSUANT TO THIS PART 8. THE AUTHORITY MAY MODIFY THE PROGRAM  
13 REQUIREMENTS AS NECESSARY TO ACCOMPLISH THE PROGRAM'S GOALS,  
14 PROVIDED THAT ALL PROGRAM REQUIREMENT MODIFICATIONS ARE  
15 PROSPECTIVE AND NO MODIFICATION IMPAIRS AN IN-PROGRESS  
16 APPLICATION FOR CERTIFICATION.

17           (b) TO ADOPT AN ANNUAL BUDGET;

18           (c) TO CONTRACT FOR THOSE SERVICES, INCLUDING PERSONNEL  
19 SERVICES, AND MATERIALS REQUIRED BY THE ACTIVITIES OF THE  
20 AUTHORITY;

21           (d) TO COLLECT THE FEES AUTHORIZED IN SECTION 24-48.5-805  
22 (3);

23           (e) TO ADMINISTER THE DATA CENTER DEVELOPMENT AND  
24 INCENTIVE PROGRAM CASH FUND CREATED IN SECTION 24-48.5-805 (4);  
25 AND

26           (f) TO EXERCISE ANY OTHER POWERS OR PERFORM ANY OTHER  
27 DUTIES THAT ARE CONSISTENT WITH THE PURPOSES FOR WHICH THE

1 AUTHORITY WAS CREATED AND THAT ARE REASONABLY NECESSARY FOR  
2 THE FULFILLMENT OF THE AUTHORITY'S RESPONSIBILITIES.

3 (4) (a) ON OR BEFORE JANUARY 31, 2027, AND ON OR BEFORE  
4 EACH JANUARY 31 THEREAFTER, THE AUTHORITY SHALL REPORT ON THE  
5 PROGRAM TO A JOINT SESSION OF THE HOUSE OF REPRESENTATIVES  
6 ENERGY AND ENVIRONMENT COMMITTEE AND THE SENATE  
7 TRANSPORTATION AND ENERGY COMMITTEE, OR THEIR SUCCESSOR  
8 COMMITTEES. THE AUTHORITY SHALL MAKE EACH ANNUAL REPORT  
9 PUBLICLY AVAILABLE.

10 (b) NOTWITHSTANDING THE REQUIREMENT IN SECTION 24-1-136  
11 (11)(a)(I), THE REQUIREMENT TO SUBMIT THE REPORT REQUIRED IN THIS  
12 SUBSECTION (4) CONTINUES INDEFINITELY.

13 (5) THE OFFICE SHALL, WITHIN EXISTING RESOURCES, PROVIDE  
14 STAFFING, ADMINISTRATIVE, AND OPERATIONAL SUPPORT TO THE  
15 AUTHORITY IN PERFORMING ITS DUTIES.

16 **24-48.5-805. Data center development and incentive program**  
17 **- data center development and incentive program cash fund - fees -**  
18 **guidelines.**

19 (1) THE DATA CENTER DEVELOPMENT AND INCENTIVE PROGRAM  
20 IS CREATED TO FACILITATE EFFICIENT DATA CENTER DEVELOPMENT BY  
21 ALLOWING TAX RELIEF TO A DATA CENTER OPERATOR OF A CERTIFIED  
22 DATA CENTER, AS PROVIDED IN THIS PART 8.

23 (2) (a) THE AUTHORITY SHALL ADMINISTER THE PROGRAM.

24 (b) THE AUTHORITY MAY CREATE AND MODIFY POLICIES,  
25 PROCEDURES, AND GUIDELINES AS NECESSARY TO IMPLEMENT THE  
26 PROGRAM AND TAX BENEFITS THAT MAY BE CLAIMED PURSUANT TO THIS  
27 PART 8.

1           (3) (a) (I) TO RECOVER THE DIRECT COSTS OF ESTABLISHING AND  
2 IMPLEMENTING THE PROGRAM, THE AUTHORITY MAY:

3           (A) ESTABLISH AND COLLECT A NONREFUNDABLE APPLICATION FEE  
4 NOT TO EXCEED THIRTY THOUSAND DOLLARS FOR EACH APPLICATION FOR  
5 CERTIFICATION SUBMITTED PURSUANT TO THIS PART 8; AND

6           (B) ESTABLISH AND COLLECT A NONREFUNDABLE CERTIFICATION  
7 FEE NOT TO EXCEED TWENTY THOUSAND DOLLARS FOR EACH  
8 CERTIFICATION AWARDED PURSUANT TO THIS PART 8.

9           (II) THE AUTHORITY SHALL DEPOSIT ALL FEES COLLECTED  
10 PURSUANT TO SUBSECTION (3)(a)(I) OF THIS SECTION INTO THE DATA  
11 CENTER DEVELOPMENT AND INCENTIVE PROGRAM CASH FUND CREATED IN  
12 SUBSECTION (4) OF THIS SECTION.

13           (b) THE AUTHORITY SHALL:

14           (I) SET THE AMOUNT OF ANY FEES ESTABLISHED PURSUANT TO THIS  
15 SUBSECTION (3) AT THE MINIMUM AMOUNT NECESSARY TO OFFSET THE  
16 AUTHORITY'S DIRECT COSTS OF IMPLEMENTING ITS RESPONSIBILITIES  
17 UNDER THIS PART 8; AND

18           (II) ANNUALLY REVIEW THE FEES AND ADJUST THE AMOUNTS AS  
19 NECESSARY TO ENSURE THAT THE FEES DO NOT EXCEED THE DIRECT COSTS  
20 OF IMPLEMENTING THIS PART 8.

21           (4) (a) THE DATA CENTER DEVELOPMENT AND INCENTIVE  
22 PROGRAM CASH FUND IS CREATED IN THE STATE TREASURY. THE DATA  
23 CENTER DEVELOPMENT AND INCENTIVE PROGRAM CASH FUND CONSISTS OF  
24 MONEY FROM FEES COLLECTED AND CREDITED TO THE FUND PURSUANT  
25 THIS SECTION AND ANY OTHER MONEY THAT THE GENERAL ASSEMBLY MAY  
26 APPROPRIATE, TRANSFER, OR REQUIRE BY LAW TO BE CREDITED TO THE  
27 FUND.

1 (b) THE STATE TREASURER SHALL CREDIT ALL INTEREST AND  
2 INCOME DERIVED FROM THE DEPOSIT AND INVESTMENT OF MONEY IN THE  
3 DATA CENTER DEVELOPMENT AND INCENTIVE PROGRAM CASH FUND TO  
4 THE FUND.

5 (c) MONEY IN THE DATA CENTER DEVELOPMENT AND INCENTIVE  
6 PROGRAM CASH FUND IS CONTINUOUSLY APPROPRIATED TO THE  
7 AUTHORITY FOR THE PURPOSE OF ADMINISTERING THE PROGRAM.

8 (d) THE DATA CENTER DEVELOPMENT AND INCENTIVE PROGRAM  
9 CASH FUND IS EXCLUDED FROM THE LIMITATIONS SPECIFIED IN SECTION  
10 24-75-402.

11 **24-48.5-806. Certification - application process - data center**  
12 **operators - minimum commitments.**

13 (1) **Minimum certification commitments.** TO QUALIFY FOR  
14 CERTIFICATION PURSUANT TO THIS PART 8, A DATA CENTER OPERATOR, OR  
15 A DATA CENTER OPERATOR COLLECTIVELY WITH ITS PARTICIPATING DATA  
16 CENTER TENANTS, SHALL COMMIT TO:

17 (a) MAKING A MINIMUM INVESTMENT OF TWO HUNDRED FIFTY  
18 MILLION DOLLARS IN DATA CENTER QUALIFIED PURCHASES WITHIN SIXTY  
19 MONTHS OF OBTAINING CERTIFICATION;

20 (b) CREATING, WITHIN SIXTY MONTHS OF THE DATA CENTER'S  
21 RECEIPT OF A FINAL CERTIFICATE OF OCCUPANCY, AND MAINTAINING NEW  
22 FULL-TIME EQUIVALENT JOBS, INCLUDING EMPLOYEES AND LONG-TERM  
23 SERVICE AND MAINTENANCE POSITIONS, WITH AN AVERAGE  
24 COMPENSATION OF AT LEAST ONE HUNDRED TEN PERCENT OF THE  
25 AVERAGE WAGE IN THE COUNTY IN WHICH THE DATA CENTER WILL BE  
26 LOCATED;

27 (c) HIRING CONTRACTORS TO BUILD AND SERVICE THE DATA

1 CENTER;

2 (d) WORKING TO ENSURE THAT THE DATA CENTER WILL NOT CAUSE

3 UNREASONABLE COST IMPACTS TO OTHER UTILITY RATEPAYERS;

4 (e) IMPLEMENTING WATER STEWARDSHIP MEASURES THAT

5 OPTIMIZE OPERATIONAL WATER MANAGEMENT THROUGH

6 IMPLEMENTATION OF CLOSED-LOOP COOLING SYSTEMS OR COOLING

7 SYSTEM TECHNOLOGY THAT DOES NOT USE WATER, AND THE OPTIONAL

8 DEPLOYMENT OF ADDITIONAL WATER-EFFICIENT TECHNOLOGY;

9 (f) OBTAINING CERTIFICATION UNDER ONE OF THE FOLLOWING

10 STANDARDS WITHIN TWENTY-FOUR MONTHS OF THE DATA CENTER'S

11 RECEIPT OF A FINAL CERTIFICATE OF OCCUPANCY:

12 (I) LEED FOR DATA CENTERS AT GOLD LEVEL OR HIGHER;

13 (II) ENERGY STAR CERTIFICATION;

14 (III) GREEN GLOBES CERTIFICATION;

15 (IV) ISO 50001 ENERGY MANAGEMENT CERTIFICATION;

16 (V) ISO 14001 STANDARD FOR ENVIRONMENTAL MANAGEMENT

17 SYSTEMS; OR

18 (VI) OTHER EQUIVALENT STANDARDS APPROVED BY THE

19 AUTHORITY;

20 (g) CONSULTING WITH THE DEPARTMENT OF NATURAL RESOURCES

21 REGARDING WILDLIFE AREAS, WILDFIRE AND URBAN INTERFACE, AND

22 WATER;

23 (h) ENSURING THAT ALL BACKUP POWER GENERATION ASSOCIATED

24 WITH THE DATA CENTER MEETS ONE OR MORE OF THE REQUIREMENTS

25 LISTED IN SUBSECTIONS (1)(h)(I) TO (1)(h)(IV) OF THIS SECTION; EXCEPT

26 THAT THE AUTHORITY MAY GRANT ADDITIONAL TIME FOR COMPLIANCE

27 WITH THIS SUBSECTION (1)(h) IF A DATA CENTER OPERATOR

1 DEMONSTRATES REASONABLE EFFORTS TO COMPLY BUT REQUIRES  
2 ADDITIONAL TIME DUE TO EQUIPMENT AVAILABILITY OR SUPPLY CHAIN  
3 CONSTRAINTS DUE TO FACTORS OUTSIDE THE CONTROL OF THE DATA  
4 CENTER OPERATOR.

5 (I) FOR DIESEL GENERATORS, THE GENERATOR MUST:

6 (A) MEET OR EXCEED THE UNITED STATES ENVIRONMENTAL  
7 PROTECTION AGENCY'S TIER 4 FINAL EMISSIONS STANDARDS; OR

8 (B) MEET OR EXCEED THE UNITED STATES ENVIRONMENTAL  
9 PROTECTION AGENCY'S TIER 2 EMISSIONS STANDARDS AND BE EQUIPPED  
10 WITH A SELECTIVE CATALYTIC REDUCTION SYSTEM OR EQUIVALENT  
11 AFTER-TREATMENT TECHNOLOGY.

12 (II) THE BACKUP POWER GENERATION MUST BE A BATTERY  
13 ELECTRIC STORAGE SYSTEM.

14 (III) THE BACKUP POWER GENERATION MUST BE FROM ONE OR  
15 MORE OF THE FOLLOWING SOURCES:

16 (A) HYDROTREATED VEGETABLE OIL, ETHICAL BIOFUEL OIL, OR  
17 ONE HUNDRED PERCENT BIODIESEL;

18 (B) FUEL-CELL OR HYDROGEN FUEL;

19 (C) NATURAL GAS; OR

20 (D) AMMONIA.

21 (IV) THE BACKUP POWER GENERATION MUST BE FROM OTHER  
22 CLEAN OR LOW-EMISSION BACKUP POWER TECHNOLOGIES APPROVED BY  
23 THE AUTHORITY.

24 (i) BREAKING GROUND ON THE DATA CENTER WITHIN  
25 TWENTY-FOUR MONTHS OF OBTAINING CERTIFICATION;

26 (j) COMPLYING WITH, AND ENSURING THAT THE UTILITY THAT WILL  
27 PROVIDE ELECTRICITY TO THE DATA CENTER COMPLIES WITH, FOR THE

1 ENTIRETY OF THE CONSTRUCTION PHASE OF THE DATA CENTER AND FOR  
2 ANY SUBSEQUENT SERVICE AND MAINTENANCE WORK, THE CRAFT LABOR  
3 REQUIREMENTS IN PART 3 OF ARTICLE 92 OF THIS TITLE 24 AND THE  
4 APPRENTICESHIP UTILIZATION REQUIREMENTS IN SECTION 24-92-115 (7),  
5 IF THE PROJECT FOR THE DATA CENTER, THE ELECTRIC UTILITY  
6 INFRASTRUCTURE ATTACHED TO THE DATA CENTER, OR THE ELECTRICAL  
7 POWER GENERATION TECHNOLOGY ATTACHED TO THE DATA CENTER  
8 MEETS THE DEFINITION OF AN ENERGY SECTOR PUBLIC WORKS PROJECT AS  
9 DEFINED IN SECTION 24-92-303 (5);

10 (k) COMPLYING WITH THE PREVAILING WAGE REQUIREMENTS IN  
11 PART 2 OF ARTICLE 92 OF THIS TITLE 24, AS IF THE PROJECT FOR THE DATA  
12 CENTER SATISFIED THE CRITERIA FOR A PUBLIC PROJECT AS DESCRIBED IN  
13 SECTION 24-92-203 (1);

14 (l) AGREEING TO FILE, AND ENSURING THAT ALL CONTRACTORS  
15 ASSOCIATED WITH CONSTRUCTION OF THE DATA CENTER FILE AS PART OF  
16 THE BID PROCESS, WORKER SAFETY PLANS THAT INCLUDE PROVISIONS FOR  
17 COMPLIANCE WITH ALL FEDERAL OCCUPATIONAL SAFETY AND HEALTH  
18 ADMINISTRATION STANDARDS AND APPLICABLE STATE AND FEDERAL  
19 WORKPLACE SAFETY LAWS; AND

20 (m) COMMITTING TO SATISFYING THE POST-CERTIFICATION DATA  
21 CENTER REQUIREMENTS SPECIFIED IN SECTION 24-48.5-809.

22 (2) **Preliminary electric utility consultation.**

23 (a) BEFORE SUBMITTING AN APPLICATION FOR CERTIFICATION, A  
24 DATA CENTER OPERATOR SHALL INITIATE A PRELIMINARY CONSULTATION  
25 WITH THE UTILITY THAT WILL PROVIDE ELECTRICITY FOR THE DATA  
26 CENTER REGARDING INTERCONNECTION FEASIBILITY, CAPACITY, AND  
27 INFRASTRUCTURE REQUIREMENTS.

1 (b) A DATA CENTER OPERATOR IS RESPONSIBLE FOR PAYING ALL  
2 COSTS THAT AN ELECTRIC UTILITY WILL INCUR FOR THE PLANNING TO  
3 PROVIDE ELECTRICITY TO A NEW DATA CENTER.

4 (3) **Application for certification.** A DATA CENTER OPERATOR  
5 SEEKING CERTIFICATION MUST SUBMIT AN APPLICATION TO THE  
6 AUTHORITY, IN A FORM AND MANNER DETERMINED BY THE AUTHORITY,  
7 THAT INCLUDES THE FOLLOWING:

8 (a) INFORMATION ABOUT THE DATA CENTER FOR WHICH THE DATA  
9 CENTER OPERATOR IS SEEKING CERTIFICATION, INCLUDING:

10 (I) THE IDENTITY AND QUALIFICATIONS OF THE DATA CENTER  
11 OPERATOR;

12 (II) EVIDENCE OF SITE CONTROL OR A PATHWAY TO SITE CONTROL;

13 (III) A PROPOSED DEVELOPMENT TIMELINE AND PHASING;

14 (IV) AN ESTIMATED TIMELINE FOR QUALIFIED PURCHASES  
15 REACHING A MINIMUM OF TWO HUNDRED FIFTY MILLION DOLLARS WITHIN  
16 THIRTY-SIX MONTHS OF THE DATA CENTER BEING PLACED IN SERVICE OR  
17 RECEIPT OF A FINAL CERTIFICATE OF OCCUPANCY, WHICHEVER IS EARLIER;

18 (V) AN ESTIMATED JOB CREATION PLAN BY THE DATA CENTER  
19 OPERATOR, OR BY THE DATA CENTER OPERATOR COLLECTIVELY WITH ITS  
20 PARTICIPATING DATA CENTER TENANTS, SHOWING THE ANTICIPATED  
21 NUMBER OF NEW FULL-TIME EQUIVALENT JOBS THAT WILL BE CREATED  
22 WITHIN SIXTY MONTHS AFTER THE DATA CENTER'S RECEIPT OF A FINAL  
23 CERTIFICATE OF OCCUPANCY, INCLUDING EMPLOYEES AND LONG-TERM  
24 SERVICE AND MAINTENANCE POSITIONS, WITH COMPENSATION OF AT LEAST  
25 ONE HUNDRED TEN PERCENT OF THE AVERAGE WAGE FOR THE COUNTY IN  
26 WHICH THE DATA CENTER WILL BE LOCATED; AND

27 (VI) AN ENVIRONMENTAL SUSTAINABILITY PLAN FOR THE DATA

1 CENTER THAT INCLUDES:

2 (A) A FACILITY CERTIFICATION COMMITMENT, INCLUDING LEED,  
3 ENERGY STAR, GREEN GLOBES, ISO 50001, ISO 14001, OR AN  
4 EQUIVALENT STANDARD; AND

5 (B) CONSULTATION WITH DEPARTMENT OF NATURAL RESOURCES;

6 (b) THE IDENTITY OF THE UTILITY THAT WILL PROVIDE  
7 ELECTRICITY FOR THE DATA CENTER AND EXPECTED PEAK ELECTRICITY  
8 DEMAND FOR THE DATA CENTER;

9 (c) DOCUMENTATION OF THE PRELIMINARY CONSULTATION WITH  
10 THE UTILITY THAT WILL PROVIDE ELECTRICITY TO THE DATA CENTER AS  
11 REQUIRED BY SUBSECTION (2)(a) OF THIS SECTION;

12 (d) INFORMATION ABOUT WHETHER THE DATA CENTER WILL USE  
13 WATER AS PART OF ITS COOLING SYSTEM AND, IF WATER WILL BE USED,  
14 THE IDENTITY OF THE UTILITY THAT WILL PROVIDE WATER FOR THE DATA  
15 CENTER; AND

16 (e) LOCAL GOVERNMENT DOCUMENTATION IN CONNECTION WITH  
17 THE DATA CENTER, INCLUDING:

18 (I) DOCUMENTATION OF THE STATUS OF THE LAND USE  
19 APPLICATION FROM THE LOCAL GOVERNMENTAL ENTITY THAT WILL  
20 PROVIDE THE PERMIT FOR THE DATA CENTER, IF AVAILABLE;

21 (II) A DESCRIPTION OF ANY APPLICABLE LOCAL INCENTIVES;

22 (III) A DESCRIPTION OF THE NEGOTIATED COMMUNITY BENEFITS;

23 AND

24 (IV) THE STATUS OF LOCAL PERMITS AND APPROVALS.

25 (4) **Review and effect of certification.** UPON RECEIPT OF AN  
26 APPLICATION FOR CERTIFICATION FROM A DATA CENTER OPERATOR, THE  
27 AUTHORITY SHALL REVIEW THE APPLICATION PURSUANT TO SECTION

1 24-48.5-807. IF THE AUTHORITY APPROVES THE DATA CENTER FOR  
2 CERTIFICATION, THE DATA CENTER OPERATOR BECOMES ELIGIBLE, AS OF  
3 THE DATE OF CERTIFICATION, FOR THE TAX BENEFITS SPECIFIED IN SECTION  
4 24-48.5-808.

5 **24-48.5-807. Application review and certification process -**  
6 **Colorado data center development authority.**

7 (1) (a) THE AUTHORITY SHALL REVIEW ALL APPLICATIONS FOR  
8 CERTIFICATION SUBMITTED BY A DATA CENTER OPERATOR PURSUANT TO  
9 SECTION 24-48.5-806. THE AUTHORITY SHALL DETERMINE WHETHER AN  
10 APPLICATION IS COMPLETE WITHIN THIRTY DAYS AFTER THE AUTHORITY'S  
11 RECEIPT OF THE APPLICATION. WITHIN NINETY DAYS OF DETERMINING  
12 THAT AN APPLICATION IS COMPLETE, THE AUTHORITY SHALL CONDUCT A  
13 FULL APPLICATION REVIEW PURSUANT TO THIS SECTION.

14 (b) IF THE AUTHORITY DETERMINES THAT AN APPLICATION IS  
15 DEFICIENT, THE AUTHORITY SHALL PROVIDE WRITTEN NOTIFICATION TO  
16 THE APPLICANT THAT IDENTIFIES THE SPECIFIC DEFICIENCIES. THE  
17 AUTHORITY SHALL ALLOW THIRTY DAYS FOR THE APPLICANT TO CURE ANY  
18 DEFICIENCIES IN THE APPLICATION, AND THE AUTHORITY SHALL COMPLETE  
19 A REVIEW OF THE REVISED APPLICATION WITHIN THIRTY DAYS AFTER  
20 RECEIPT.

21 (c) WITHIN FOURTEEN DAYS OF RECEIVING A COMPLETE  
22 APPLICATION FOR CERTIFICATION FROM A DATA CENTER OPERATOR, THE  
23 AUTHORITY SHALL NOTIFY THE UTILITY THAT WILL PROVIDE ELECTRICITY  
24 FOR THE DATA CENTER, AS IDENTIFIED IN THE APPLICATION, OF THE  
25 APPLICATION. WITHIN SIXTY DAYS OF THE DATE THAT THE AUTHORITY  
26 NOTIFIES THE UTILITY, THE UTILITY SHALL:

27 (I) PURSUE ONE OF THE FOLLOWING METHODS TO VERIFY THAT THE

1 DATA CENTER WILL NOT CAUSE UNREASONABLE COST IMPACTS TO OTHER  
2 UTILITY RATEPAYERS:

3 (A) SUBMITTING A TARGETED RESOURCE ACQUISITION  
4 APPLICATION TO THE COMMISSION PURSUANT TO SECTION 40-2-140 AND  
5 PROVIDING PROOF OF THE APPLICATION SUBMISSION TO THE AUTHORITY;

6 (B) PROVIDING A TECHNICAL REPORT TO THE AUTHORITY  
7 ATTESTING THAT THE UTILITY INFRASTRUCTURE COSTS ASSOCIATED WITH  
8 THE DATA CENTER ARE REASONABLY ALLOCATED AND ARE NOT EXPECTED  
9 TO CAUSE UNJUSTIFIED RATE INCREASES FOR OTHER CUSTOMERS; OR

10 (C) PROVIDING DOCUMENTATION TO THE AUTHORITY OF A  
11 PROPOSED INTERCONNECTION AGREEMENT, ELECTRIC SERVICE  
12 AGREEMENT, OR SIMILAR AGREEMENT THAT IDENTIFIES REQUIRED UTILITY  
13 INFRASTRUCTURE UPGRADES AND CONFIRMS THAT THE DATA CENTER  
14 OPERATOR HAS AGREED OR WILL AGREE TO COVER ITS FAIR SHARE OF  
15 COSTS IN ACCORDANCE WITH THE UTILITY'S POLICY; AND

16 (II) PROVIDE A WRITTEN FEASIBILITY ASSESSMENT TO THE  
17 AUTHORITY THAT INCLUDES A TIMELINE OF SERVICE.

18 (d) WITHIN FOURTEEN DAYS OF RECEIVING A COMPLETE  
19 APPLICATION FOR CERTIFICATION FROM A DATA CENTER OPERATOR THAT  
20 IDENTIFIES THAT THE DATA CENTER WILL USE WATER AS PART OF ITS  
21 COOLING SYSTEM, THE AUTHORITY SHALL NOTIFY THE UTILITY THAT WILL  
22 PROVIDE WATER FOR THE DATA CENTER, AS IDENTIFIED IN THE  
23 APPLICATION, OF THE APPLICATION. WITHIN SIXTY DAYS OF THE DATE  
24 THAT THE AUTHORITY NOTIFIES THE UTILITY, THE UTILITY SHALL PROVIDE  
25 DOCUMENTATION TO THE AUTHORITY ATTESTING THAT THE WATER  
26 MANAGEMENT PLAN FOR THE DATA CENTER IS SUFFICIENT AND WILL NOT  
27 NEGATIVELY IMPACT EXISTING CUSTOMERS EITHER THROUGH RATE

1 INCREASES OR WATER AVAILABILITY.

2 (e) (I) IF A UTILITY FAILS TO PROVIDE THE AUTHORITY WITH ANY  
3 DOCUMENTATION, REPORT, ASSESSMENT, OR APPLICATION REQUIRED BY  
4 SUBSECTION (1)(c) OR (1)(d) OF THIS SECTION WITHIN THE REQUIRED TIME  
5 FRAME, THE AUTHORITY MAY PROCEED TO REVIEW AND APPROVE AN  
6 APPLICATION FOR CERTIFICATION WITHOUT THE REQUIRED  
7 DOCUMENTATION, REPORT, ASSESSMENT, OR APPLICATION. THE  
8 DOCUMENTATION, REPORT, ASSESSMENT, OR APPLICATION MUST BE ADDED  
9 TO THE APPLICATION FOR CERTIFICATION UPON THE AUTHORITY'S RECEIPT  
10 OF THE DOCUMENTATION, REPORT, ASSESSMENT, OR APPLICATION.

11 (II) IF AN ELECTRIC UTILITY FAILS TO PROVIDE THE AUTHORITY  
12 WITH A WRITTEN FEASIBILITY ASSESSMENT REQUIRED BY SUBSECTION  
13 (1)(c)(II) OF THIS SECTION WITHIN THE SIXTY-DAY TIME FRAME, THE  
14 AUTHORITY SHALL NOTIFY THE APPLICANT DATA CENTER OPERATOR AND  
15 THE COMMISSION OF THE ELECTRIC UTILITY'S FAILURE TO RESPOND.

16 (2) THE AUTHORITY MAY APPROVE AN APPLICATION FOR  
17 CERTIFICATION IF THE APPLICATION MEETS ALL OF THE APPLICATION  
18 CRITERIA SPECIFIED IN SECTION 24-48.5-806.

19 (3) THE AUTHORITY MAY REJECT AN APPLICATION IF:

20 (a) THE AUTHORITY FINDS THAT THE DATA CENTER OPERATOR  
21 MATERIALLY MISREPRESENTED FACTS IN THE APPLICATION;

22 (b) THE AUTHORITY FINDS THAT THE DATA CENTER OPERATOR  
23 FAILED TO PROVIDE REQUIRED DOCUMENTATION AFTER THE AUTHORITY  
24 PROVIDED AN OPPORTUNITY TO CURE AN APPLICATION DEFICIENCY  
25 PURSUANT TO SUBSECTION (1)(b) OF THIS SECTION;

26 (c) THE AUTHORITY DETERMINES THAT THE DATA CENTER  
27 OPERATOR DOES NOT MEET MINIMUM CERTIFICATION REQUIREMENTS

1 UNDER SECTION 24-48.5-806; OR

2 (d) THE PROGRAM IS CANCELED OR REPEALED PRIOR TO THE  
3 AUTHORITY'S REVIEW AND APPROVAL OF THE APPLICATION.

4 (4) BEFORE REJECTING ANY APPLICATION THAT MEETS THE  
5 MINIMUM INVESTMENT AND JOB CREATION CRITERIA SET FORTH IN  
6 SECTION 24-48.5-806, THE AUTHORITY SHALL:

7 (a) PROVIDE THE DATA CENTER OPERATOR AN OPPORTUNITY TO  
8 ADDRESS THE AUTHORITY'S CONCERNS; AND

9 (b) EXPLORE ALTERNATIVE PATHS TO APPROVAL WITH  
10 CONDITIONS, IF POSSIBLE.

11 (5) IN IMPLEMENTING THE PROGRAM, THE AUTHORITY SHALL  
12 FACILITATE EFFICIENT DATA CENTER DEVELOPMENT BY ESTABLISHING  
13 CLEAR QUALIFICATION CRITERIA AND CONSISTENTLY ADMINISTERING A  
14 PREDICTABLE APPLICATION, REVIEW, AND APPROVAL PROCESS FOR DATA  
15 CENTER CERTIFICATION PURSUANT TO THIS PART 8.

16 (6)(a) THE AUTHORITY SHALL BEGIN PROCESSING AND REVIEWING  
17 APPLICATIONS FOR CERTIFICATION WITHIN ONE HUNDRED EIGHTY DAYS  
18 AFTER THE EFFECTIVE DATE OF THIS PART 8.

19 (b) THIS SUBSECTION (6) IS REPEALED, EFFECTIVE JULY 1, 2028.

20 **24-48.5-808. Certification benefits - state sales and use tax**  
21 **exemption - compliance reports.**

22 (1) **State sales and use tax exemption.**

23 (a) SUBJECT TO THE PROVISIONS OF SUBSECTION (1)(b) OF THIS  
24 SECTION, A DATA CENTER OPERATOR OF A CERTIFIED DATA CENTER IS  
25 ELIGIBLE FOR A ONE HUNDRED PERCENT STATE SALES AND USE TAX  
26 EXEMPTION ON QUALIFIED PURCHASES PURSUANT TO SECTION 39-26-735.

27 (b) UNLESS AN ELIGIBILITY PERIOD IS EXTENDED AS PROVIDED IN

1 SECTION 24-48.5-810, A DATA CENTER OPERATOR OF A CERTIFIED DATA  
2 CENTER IS ELIGIBLE FOR THE STATE SALES AND USE TAX EXEMPTION FOR  
3 TWENTY YEARS FROM THE DATE THAT THE DATA CENTER RECEIVED  
4 CERTIFICATION, SO LONG AS THE DATA CENTER OPERATOR:

5 (I) MAINTAINS THE QUALIFYING EMPLOYMENT AND  
6 COMPENSATION COMMITMENT SPECIFIED IN SECTION 24-48.5-806 (1)(b);  
7 AND

8 (II) SUBMITS ANNUAL COMPLIANCE REPORTS TO THE AUTHORITY  
9 AS REQUIRED IN SUBSECTION (3) OF THIS SECTION.

10 (2) **Exemption certificate.** THE AUTHORITY SHALL ISSUE A STATE  
11 SALES AND USE TAX EXEMPTION CERTIFICATE TO THE DATA CENTER  
12 OPERATOR OF A CERTIFIED DATA CENTER AS EVIDENCE THAT THE DATA  
13 CENTER OPERATOR IS ELIGIBLE FOR THE STATE SALES AND USE TAX  
14 EXEMPTION FOR QUALIFIED PURCHASES PURSUANT TO THIS SECTION AND  
15 SECTION 39-26-735. THE STATE SALES AND USE TAX EXEMPTION  
16 CERTIFICATE MUST SPECIFY THAT THE DATA CENTER OPERATOR IS  
17 ENTITLED TO THE STATE SALES AND USE TAX EXEMPTION FOR TWENTY  
18 YEARS, BEGINNING ON THE DATE OF CERTIFICATION. A STATE SALES AND  
19 USE TAX EXEMPTION CERTIFICATE IS NONTRANSFERABLE. THE AUTHORITY  
20 SHALL CERTIFY TO THE DEPARTMENT THE NAME OF EACH DATA CENTER  
21 OPERATOR THAT RECEIVES A STATE SALES AND USE TAX EXEMPTION  
22 CERTIFICATE AND OTHER RELEVANT INFORMATION RELATING TO THE  
23 EXEMPTION.

24 (3) **Compliance reports.** A DATA CENTER OPERATOR OF A  
25 CERTIFIED DATA CENTER SHALL SUBMIT AN ANNUAL COMPLIANCE REPORT  
26 TO THE AUTHORITY, IN A FORM AND MANNER TO BE DETERMINED BY THE  
27 AUTHORITY, TO VERIFY THAT THE DATA CENTER OPERATOR IS MAKING

1 TIMELY PROGRESS IN SATISFYING THE REQUIREMENTS OF SECTION  
2 24-48.5-806 AND IS ON TRACK TO SATISFY THE REQUIREMENTS WITHIN THE  
3 PERIODS SPECIFIED IN THAT SECTION. A DATA CENTER OPERATOR SHALL  
4 SUBMIT THE REPORT REQUIRED IN THIS SUBSECTION (3) TO MAINTAIN  
5 CERTIFICATION. THE DATA CENTER OPERATOR SHALL INCLUDE IN THE  
6 REPORT THE TOTAL AMOUNT OF THE STATE SALES AND USE TAX  
7 EXEMPTION CLAIMED EACH YEAR AND ANY OTHER INFORMATION  
8 REQUESTED BY THE AUTHORITY.

9 (4) **Payment of tax upon revocation of certification.** IF THE  
10 AUTHORITY REVOKES A DATA CENTER'S CERTIFICATION PURSUANT TO  
11 SECTION 24-48.5-809 (2), THE DATA CENTER OPERATOR SHALL PAY THE  
12 ENTIRE AMOUNT OF THE STATE SALES AND USE TAX ON ANY QUALIFIED  
13 PURCHASE FOR WHICH THE STATE SALES AND USE TAX EXEMPTION WAS  
14 CLAIMED PURSUANT TO THIS PART 8 AND SECTION 39-26-735.

15 **24-48.5-809. Post-certification data center requirements -**  
16 **revocation.**

17 (1) A DATA CENTER OPERATOR OF A CERTIFIED DATA CENTER  
18 SHALL:

19 (a) MAINTAIN ALL COMMITMENTS AND REQUIREMENTS SET FORTH  
20 IN SECTION 24-48.5-806 THROUGHOUT ITS TWENTY-YEAR BENEFIT PERIOD;

21 AND

22 (b) SUBMIT THE ANNUAL COMPLIANCE REPORTS REQUIRED BY  
23 SECTION 24-48.5-808 (3).

24 (2) (a) EXCEPT AS PROVIDED IN SUBSECTION (4) OF THIS SECTION,  
25 THE AUTHORITY MAY REVOKE A CERTIFICATION THAT IT HAS AWARDED IF  
26 THE AUTHORITY DETERMINES THAT THE DATA CENTER OPERATOR HAS:

27 (I) FAILED TO MAKE SUBSTANTIAL PROGRESS TOWARD SATISFYING

1 THE REQUIREMENTS SPECIFIED IN SECTION 24-48.5-806 WITHIN  
2 TWENTY-FOUR MONTHS OF THE DATA CENTER BEING PLACED IN SERVICE  
3 OR RECEIPT OF A FINAL CERTIFICATE OF OCCUPANCY;

4 (II) MATERIALLY CHANGED THE DATA CENTER IN A WAY THAT  
5 WOULD HAVE DISQUALIFIED IT FROM CERTIFICATION; OR

6 (III) FAILED TO MAINTAIN COMPLIANCE WITH THE CRITERIA THAT  
7 FORMED THE BASIS OF APPROVAL AND CERTIFICATION.

8 (b) BEFORE REVOKING A CERTIFICATION THAT IT HAS AWARDED,  
9 THE AUTHORITY SHALL PROVIDE THE DATA CENTER OPERATOR WITH:

10 (I) WRITTEN NOTICE SPECIFYING THE GROUNDS FOR POTENTIAL  
11 REVOCATION;

12 (II) AT LEAST ONE HUNDRED TWENTY DAYS TO REMEDY THE  
13 GROUNDS FOR POTENTIAL REVOCATION AND TO DEMONSTRATE  
14 COMPLIANCE; AND

15 (III) AN OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENTS TO  
16 THE AUTHORITY.

17 (3) THE AUTHORITY SHALL USE THE REPORTS THAT A DATA CENTER  
18 OPERATOR IS REQUIRED TO SUBMIT TO THE AUTHORITY PURSUANT TO  
19 SECTION 24-48.5-808 (3) TO ENSURE THAT A CERTIFIED DATA CENTER  
20 REMAINS IN COMPLIANCE WITH PROGRAM REQUIREMENTS.

21 (4) THE AUTHORITY SHALL NOT REVOKE CERTIFICATION BASED ON:

22 (a) CHANGES TO ELECTRIC UTILITY RATES, COST ALLOCATIONS, OR  
23 RESOURCE PLANS MADE THROUGH PROCEEDINGS BEFORE THE  
24 COMMISSION;

25 (b) CHANGES TO WATER UTILITY RATES OR SERVICE TERMS MADE  
26 BY A WATER UTILITY, UNLESS SUCH CHANGES ARE CAUSED BY WATER  
27 SCARCITY OR FORCE MAJEURE; OR

1 (c) CHANGES TO FEDERAL, STATE, OR LOCAL ENVIRONMENTAL  
2 LAWS OR REGULATIONS THAT OCCUR AFTER A DATA CENTER'S  
3 CERTIFICATION, PROVIDED THAT THE DATA CENTER OPERATOR  
4 DEMONSTRATES GOOD FAITH EFFORTS TO ACHIEVE COMPLIANCE WITH THE  
5 CHANGED LAWS OR REGULATIONS WITHIN A REASONABLE TIME.

6 **24-48.5-810. Certification benefits extension - duration -**  
7 **extension eligibility - extension terms.**

8 (1) A DATA CENTER OPERATOR OF A CERTIFIED DATA CENTER MAY  
9 APPLY TO THE AUTHORITY, IN A FORM AND MANNER DETERMINED BY THE  
10 AUTHORITY AND NO EARLIER THAN TEN YEARS AFTER OBTAINING ITS  
11 INITIAL CERTIFICATION, FOR AN EXTENSION OF ITS CERTIFICATION  
12 BENEFITS. TO BE ELIGIBLE FOR AN EXTENSION OF ITS CERTIFICATION  
13 BENEFITS, A DATA CENTER OPERATOR MUST DEMONSTRATE THAT:

14 (a) DURING THE INITIAL TWENTY-YEAR BENEFIT PERIOD, THE DATA  
15 CENTER OPERATOR, OR THE DATA CENTER OPERATOR COLLECTIVELY WITH  
16 ITS PARTICIPATING DATA CENTER TENANTS, HAS MADE INVESTMENTS IN  
17 DATA CENTER QUALIFIED PURCHASES IN A TOTAL AMOUNT OF AT LEAST  
18 FIVE MILLION DOLLARS IN ADDITION TO THE MINIMUM INVESTMENT THAT  
19 THE DATA CENTER OPERATOR WAS REQUIRED TO MAKE PURSUANT TO  
20 SECTION 24-48.5-806;

21 (b) DURING THE INITIAL TWENTY-YEAR BENEFIT PERIOD, THE DATA  
22 CENTER OPERATOR, OR THE DATA CENTER OPERATOR COLLECTIVELY WITH  
23 ITS PARTICIPATING DATA CENTER TENANTS, HAS CREATED AT LEAST TEN  
24 NEW QUALIFYING JOBS IN ADDITION TO THE JOBS THAT THE DATA CENTER  
25 OPERATOR CREATED TO SATISFY THE REQUIREMENTS OF SECTION  
26 24-48.5-806; AND

27 (c) THE CERTIFIED DATA CENTER CONTINUES TO COMPLY WITH

1 ENVIRONMENTAL REQUIREMENTS.

2 (2) A DATA CENTER OPERATOR OF A CERTIFIED DATA CENTER THAT  
3 IS APPROVED FOR AN EXTENSION OF ITS CERTIFICATION BENEFITS BY THE  
4 AUTHORITY PURSUANT TO THIS SECTION IS ELIGIBLE:

5 (a) FOR AN ADDITIONAL TEN YEARS OF ELIGIBILITY TO CLAIM THE  
6 STATE SALES AND USE TAX EXEMPTION ALLOWED PURSUANT TO THIS PART  
7 8 AND SECTION 39-26-735; AND

8 (b) TO MAINTAIN ITS CERTIFICATION, PROVIDED THAT THE DATA  
9 CENTER CONTINUES TO MEET ALL APPLICABLE CERTIFICATION  
10 REQUIREMENTS IMPOSED BY THIS PART 8.

11 **24-48.5-811. No restriction on local government authority and**  
12 **coordination.**

13 THIS PART 8 DOES NOT LIMIT A LOCAL GOVERNMENT'S AUTHORITY  
14 REGARDING THE REGULATION OF DATA CENTERS, INCLUDING TAXATION,  
15 INCENTIVES, LAND USE, PERMITTING, AND NUISANCE. THIS PART 8 DOES  
16 NOT LIMIT ANY LOCAL ENVIRONMENTAL REGULATION. IN ADDITION, THIS  
17 PART 8 DOES NOT RESTRICT LOCAL INCENTIVES, INCLUDING UTILITY  
18 INCENTIVES IN THE CASE OF A MUNICIPALLY OWNED UTILITY. THIS PART  
19 8 DOES NOT REQUIRE LOCAL GOVERNMENTS TO PARTICIPATE IN THE  
20 PROGRAM.

21 **SECTION 2.** In Colorado Revised Statutes, 24-75-402, **amend**  
22 (5)(mmm) and (5)(nnn); and **add** (5)(ooo) as follows:

23 **24-75-402. Cash funds - limit on uncommitted reserves -**  
24 **reduction in the amount of fees - exclusions - definitions.**

25 (5) Notwithstanding any provision of this section to the contrary,  
26 the following cash funds are excluded from the limitations specified in  
27 this section:

1 (mmm) The reentry services for justice-involved individuals  
2 reinvestment cash fund created in section 25.5-4-505.7; and

3 (nnn) The health-related social needs reinvestment cash fund  
4 created in section 25.5-5-340; AND

5 (ooo) THE DATA CENTER DEVELOPMENT AND INCENTIVE PROGRAM  
6 CASH FUND CREATED IN SECTION 24-48.5-805 (4).

7 **SECTION 3.** In Colorado Revised Statutes, **add** 40-2-140 as  
8 follows:

9 **40-2-140. Targeted resource acquisition - emerging large-load**  
10 **customers - process - funding - definitions.**

11 (1) **Definitions.** AS USED IN THIS SECTION, UNLESS THE CONTEXT  
12 OTHERWISE REQUIRES:

13 (a) "ADVANCED CARBON-FREE TECHNOLOGY" MEANS ELECTRIC  
14 GENERATION TECHNOLOGY OR RESOURCES, INCLUDING LONG-DURATION  
15 ENERGY STORAGE, THAT CAN BE TURNED ON OR OFF, OR OTHERWISE HAVE  
16 THEIR POWER OUTPUT ADJUSTED, BASED ON DEMAND SO AS TO ENABLE  
17 OPERATION OF A CARBON-FREE ELECTRIC SYSTEM.

18 (b) "EMERGING LARGE-LOAD CUSTOMER" MEANS A CUSTOMER OF  
19 A UTILITY WITH PROJECTED LOAD REQUIREMENTS OF AT LEAST ONE  
20 HUNDRED MEGAWATTS, EITHER INDIVIDUALLY OR IN THE AGGREGATE  
21 THROUGH COLOCATED CUSTOMERS.

22 (c) "NAMEPLATE CAPACITY" MEANS THE MAXIMUM RATED OUTPUT  
23 OF AN ELECTRIC GENERATOR, OR OTHER ELECTRIC POWER PRODUCTION  
24 EQUIPMENT, UNDER SPECIFIC CONDITIONS DESIGNATED BY THE  
25 MANUFACTURER.

26 (d) "UTILITY" MEANS A UTILITY REGULATED UNDER THE  
27 COMMISSION'S RESOURCE PLANNING AUTHORITY.

1           **(2) Eligibility for targeted resource acquisition.** A UTILITY MAY  
2           SUBMIT TO THE COMMISSION A TARGETED RESOURCE ACQUISITION  
3           APPLICATION DESCRIBING HOW THE UTILITY INTENDS TO MEET ENERGY  
4           AND CAPACITY NEEDS CREATED BY ONE OR MORE EMERGING LARGE-LOAD  
5           CUSTOMERS. FOR A UTILITY TO BE ELIGIBLE TO SUBMIT A TARGETED  
6           RESOURCE ACQUISITION APPLICATION TO THE COMMISSION, EMERGING  
7           LARGE-LOAD CUSTOMERS OF THE UTILITY MUST:

8           (a) ENTER INTO A CONTRACTUAL AGREEMENT WITH THE UTILITY,  
9           WHICH AGREEMENT INCLUDES:

10           (I) MINIMUM DEMAND, DURATION, AND BILLING COMMITMENTS;

11           OR

12           (II) PARTICIPATION IN ANY APPLICABLE LARGE-LOAD TARIFF  
13           INTENDED TO BALANCE LOAD FACTOR;

14           (b) AGREE TO EXIT FEE PROVISIONS THAT ADDRESS EARLY  
15           DEPARTURE OR REDUCED DEMAND, INCLUDING BUT NOT LIMITED TO A  
16           THREE-YEAR EXIT FEE STRUCTURE TO ENSURE REVENUE STABILITY;

17           (c) PROVIDE APPROPRIATE CREDIT SECURITIZATION; AND

18           (d) DEMONSTRATE SITE CONTROL AND SUBMIT SIGNED  
19           DEVELOPMENT AGREEMENTS TO THE UTILITY.

20           **(3) Resource acquisition process.**

21           (a) PRIOR TO FILING A TARGETED RESOURCE ACQUISITION  
22           APPLICATION UNDER THIS SECTION, A UTILITY MAY ISSUE A COMPETITIVE  
23           SOLICITATION TO IDENTIFY POTENTIAL RESOURCES TO SERVE AN  
24           EMERGING LARGE-LOAD CUSTOMER.

25           (b) AS PART OF THE TARGETED RESOURCE ACQUISITION  
26           APPLICATION, THE UTILITY MAY PROPOSE SYSTEM ASSETS FUNDED IN  
27           WHOLE OR IN PART BY THE EMERGING LARGE-LOAD CUSTOMER. ALL SUCH

1 ASSETS MUST OPERATE AS SYSTEM ASSETS FOR THE BENEFIT OF ALL  
2 CUSTOMERS.

3 (c) FOR TARGETED RESOURCE ACQUISITION APPLICATIONS  
4 SUBMITTED ON OR BEFORE DECEMBER 31, 2039:

5 (I) STANDALONE RESOURCE PORTFOLIOS PROPOSED IN THE  
6 TARGETED RESOURCE ACQUISITION APPLICATION MUST TARGET A  
7 THREE-TO-ONE RATIO ON A NAMEPLATE CAPACITY BASIS BETWEEN  
8 CARBON DIOXIDE NONEMITTING AND EMITTING RESOURCES.

9 (II) STANDALONE STORAGE DISTRIBUTED ENERGY RESOURCES  
10 DEVELOPED FOR THE EMERGING LARGE-LOAD CUSTOMER, OR PROCURED  
11 BY THE EMERGING LARGE-LOAD CUSTOMER VIA UTILITY PROGRAMS,  
12 RECEIVE A TWO-TIMES MULTIPLIER BONUS ON THE NAMEPLATE CAPACITY  
13 VALUE IN A RATIO CALCULATION. GRID-CONNECTED SOLAR DISTRIBUTED  
14 ENERGY RESOURCES PAIRED WITH STORAGE RECEIVE A  
15 ONE-AND-ONE-QUARTER-TIMES MULTIPLIER BONUS ON THE NAMEPLATE  
16 CAPACITY VALUE IN A RATIO CALCULATION; EXCEPT THAT THE MULTIPLIER  
17 BONUS ONLY APPLIES TO THE SOLAR RESOURCES IF THE STORAGE  
18 COMPONENT OF THE HYBRID PROJECT EXCEEDS THE SOLAR PORTION.

19 (III) (A) IF THE STANDALONE RESOURCE PORTFOLIO, INCLUDING  
20 ANY DISTRIBUTED ENERGY RESOURCE MULTIPLIER BONUS, DOES NOT MEET  
21 THE THREE-TO-ONE TARGET RATIO, THE TARGETED RESOURCE  
22 ACQUISITION APPLICATION MUST INCLUDE A PROPOSAL FOR THE EMERGING  
23 LARGE-LOAD CUSTOMER TO FUND ADVANCED CARBON-FREE TECHNOLOGY  
24 VIA EITHER A CLEAN TRANSITION TARIFF OR THROUGH  
25 UTILITY-ADMINISTRATED FUNDING PROGRAMS FOR SUCH TECHNOLOGY.

26 (B) AS THE RATIO OF THE PROPOSED STANDALONE RESOURCE  
27 PORTFOLIO FALLS BELOW THE THREE-TO-ONE TARGET RATIO, THE

1 PROPOSED FUNDING FROM THE EMERGING LARGE-LOAD CUSTOMER MUST  
2 INCREASE ON A COMMENSURATE BASIS. THE INCREASED FUNDING  
3 REQUIRED WILL BE CALCULATED USING THE DIFFERENCE BETWEEN THE  
4 PROPOSED RATIO AND THE THREE-TO-ONE TARGET RATIO, WITH THE  
5 EXPECTED OPERATION OF THE INCREMENTAL EMITTING GENERATION  
6 MULTIPLIED BY A VALUE DETERMINED BY THE COMMISSION AS REQUIRED  
7 TO SET THE AMOUNT OF FUNDING THAT NEEDS TO BE PROVIDED BY THE  
8 EMERGING LARGE-LOAD CUSTOMER TO FUND ADVANCED CARBON-FREE  
9 TECHNOLOGY.

10 (d) FOR TARGETED RESOURCE ACQUISITION APPLICATIONS  
11 SUBMITTED ON OR AFTER JANUARY 1, 2040, ALL PROPOSED RESOURCES  
12 MUST BE RENEWABLE AND CLEAN ENERGY RESOURCES AS DESCRIBED IN  
13 SECTION 24-48.5-803 (12).

14 (e) ANY RESOURCES PROPOSED IN THE TARGETED RESOURCE  
15 ACQUISITION APPLICATION MUST HAVE SUFFICIENT CUMULATIVE  
16 ACCREDITED CAPACITY, AS DETERMINED BY THE UTILITY, TO MEET THE  
17 NEEDS OF THE EMERGING LARGE-LOAD CUSTOMER WITHIN THE REQUIRED  
18 INTERCONNECTION TIME FRAME, WHICH TIME FRAME MAY BE PHASED AS  
19 THE LOAD SCALES.

20 (f) AS PART OF A TARGETED RESOURCE ACQUISITION APPLICATION,  
21 THE UTILITY SHALL ENSURE THAT AT LEAST THIRTY PERCENT OF THE  
22 RESOURCES AND INFRASTRUCTURE PROPOSED IN THE APPLICATION  
23 SUPPORT CONSUMER-FACING PROGRAMS FOR SOLAR ENERGY SYSTEMS,  
24 BATTERY ENERGY STORAGE SYSTEMS, AND LOAD REDUCTION  
25 TECHNOLOGY.

26 (g) IN CONNECTION WITH A TARGETED RESOURCE ACQUISITION  
27 APPLICATION, THE UTILITY MUST:

1 (I) USE THE REQUEST FOR PROPOSAL DOCUMENTS MOST RECENTLY  
2 APPROVED BY THE COMMISSION, WITH CUSTOMIZATION ALLOWED TO  
3 REFLECT THE SPECIFIC SOLICITATION AND AVOID COST SHIFTS TO OTHER  
4 CUSTOMERS; AND

5 (II) BE PERMITTED TO BRING FORWARD RECENT BIDS RECEIVED  
6 WITHIN THE PREVIOUS TWO YEARS IF THE BID PRICES REMAIN GENERALLY  
7 CONSISTENT WITH THE PREVIOUSLY SUBMITTED TERMS.

8 (h) THE UTILITY MUST INCLUDE IN A TARGETED RESOURCE  
9 ACQUISITION APPLICATION AN UPDATED EMISSIONS WORKBOOK THAT  
10 REFLECTS:

11 (I) TOTAL MEGAWATT-HOURS AND ASSOCIATED EMISSIONS  
12 ATTRIBUTABLE TO THE EMERGING LARGE-LOAD CUSTOMER; AND

13 (II) SEPARATE REPORTING FOR EACH DISCRETE EMERGING  
14 LARGE-LOAD CUSTOMER IN THE CASE OF COLOCATED ARRANGEMENTS, TO  
15 THE EXTENT PRACTICABLE.

16 (i) APPROVAL OF A TARGETED RESOURCE ACQUISITION  
17 APPLICATION UNDER THIS SECTION CREATES A PRESUMPTION OF PRUDENCE  
18 FOR ALL INFRASTRUCTURE OR RESOURCE INVESTMENTS NECESSARY TO  
19 SERVE THE EMERGING LARGE-LOAD CUSTOMER.

20 (j) THE STANDARD OF REVIEW FOR THE TARGETED RESOURCE  
21 ACQUISITION APPLICATION IS WHETHER THE PROPOSED ACQUISITION AND  
22 ASSOCIATED INFRASTRUCTURE ARE IN THE PUBLIC INTEREST.

23 (k) THE UTILITY NEED NOT OBTAIN A CERTIFICATE OF PUBLIC  
24 CONVENIENCE AND NECESSITY PURSUANT TO SECTION 40-5-102 FOR  
25 SPECIFIC RESOURCES AND INFRASTRUCTURE IDENTIFIED IN AND APPROVED  
26 THROUGH THE APPLICATION.

27 (l) THE COMMISSION SHALL ACT ON THE APPLICATION WITHIN ONE

1 HUNDRED TWENTY DAYS AFTER THE FILING OF THE APPLICATION. THE  
2 PERIOD FOR OTHER PERSONS TO INTERVENE IN THE MATTER IS WITHIN TEN  
3 DAYS AFTER THE FILING OF THE APPLICATION.

4 **(4) Funding and cost recovery.**

5 (a) A UTILITY MAY INCLUDE IN THE UTILITY'S TARGETED RESOURCE  
6 ACQUISITION APPLICATION PRE-FUNDING COMMITMENTS FROM THE  
7 EMERGING LARGE-LOAD CUSTOMER FOR PRE-DEVELOPMENT AND EARLY  
8 CONSTRUCTION COSTS OF RESOURCES OR INFRASTRUCTURE, INCLUDING  
9 TRANSMISSION AND DISTRIBUTION.

10 (b) THE EMERGING LARGE-LOAD CUSTOMER MAY ENTIRELY BEAR  
11 THE COSTS ASSOCIATED WITH THE EMERGING LARGE LOAD, BUT THE  
12 UTILITY MAY ALSO PROPOSE PARTIAL REIMBURSEMENT OF AN  
13 APPROPRIATE PORTION OF THESE COSTS THROUGH AN EXISTING  
14 COST-RECOVERY MECHANISM.

15 (c) THE UTILITY MAY RECOVER COSTS ASSOCIATED WITH  
16 RESOURCES AND INFRASTRUCTURE DEVELOPED PURSUANT TO AN  
17 APPROVED APPLICATION THROUGH AN ADJUSTMENT CLAUSE UNTIL  
18 INCLUDED IN THE RATE BASE IN A FUTURE RATE CASE. THE UTILITY MAY  
19 RECOVER TRANSMISSION COSTS THROUGH A TRANSMISSION ADJUSTMENT  
20 CLAUSE AND DISTRIBUTION COSTS THROUGH A GRID MODERNIZATION  
21 ADJUSTMENT CLAUSE.

22 (d) THE COMMISSION SHALL APPROVE THE REIMBURSEMENT  
23 RECOVERY IF THE ACQUIRED RESOURCES OR INFRASTRUCTURE PROVIDE  
24 SYSTEM-WIDE BENEFITS.

25 **(5) Advanced carbon-free technology fund.**

26 (a) A UTILITY MAY PROPOSE THE CREATION OF AN ADVANCED  
27 CARBON-FREE TECHNOLOGY FUND, TO WHICH EMERGING LARGE-LOAD

1 CUSTOMERS MAY CONTRIBUTE VOLUNTARILY.

2 (b) A UTILITY MAY USE THE FUND TO:

3 (I) COVER PRE-DEVELOPMENT AND EARLY CONSTRUCTION COSTS  
4 FOR SYSTEM RESOURCES AND INFRASTRUCTURE;

5 (II) SUPPORT UTILITY EXPLORATION OR DEPLOYMENT OF  
6 ADVANCED CARBON-FREE TECHNOLOGY;

7 (III) ALLOW EMERGING LARGE-LOAD CUSTOMERS TO BENEFIT  
8 FROM CLEAN FIRM DISPATCHABLE TECHNOLOGY LOCATED NEAR THEIR  
9 OPERATIONS IN EXCHANGE FOR THEIR CONTRIBUTIONS; AND

10 (IV) MITIGATE OR ALLOCATE TECHNOLOGY PERFORMANCE RISK  
11 ASSOCIATED WITH ADVANCED CARBON-FREE TECHNOLOGY, SUBJECT TO  
12 THE COMMISSION'S REVIEW AND APPROVAL.

13 (c) IF A UTILITY IS NOT ABLE TO USE MONEY THAT IS CONTRIBUTED  
14 TO THE FUND FOR THE PURPOSES SPECIFIED IN SUBSECTION (5)(b) OF THIS  
15 SECTION BECAUSE AN EMERGING LARGE-LOAD PROJECT DOES NOT  
16 MATERIALIZE, THE UTILITY MAY USE MONEY THAT IS CONTRIBUTED TO THE  
17 FUND TO OFFSET INFRASTRUCTURE AND RESOURCE COSTS FOR THE BENEFIT  
18 OF OTHER CUSTOMERS.

19 **SECTION 4.** In Colorado Revised Statutes, 29-2-105, **amend**  
20 (1)(d)(I)(T) and (1)(d)(I)(U); and **add** (1)(d)(I)(V) as follows:

21 **29-2-105. Contents of sales tax ordinances and proposals.**

22 (1) The sales tax ordinance or proposal of any incorporated town,  
23 city, or county adopted pursuant to this article 2 shall be imposed on the  
24 sale of tangible personal property at retail or the furnishing of services,  
25 as provided in subsection (1)(d) of this section. Any countywide or  
26 incorporated town or city sales tax ordinance or proposal shall include the  
27 following provisions:

1 (d) (I) A provision that the sale of tangible personal property and  
2 services taxable pursuant to this article 2 is the same as the sale of  
3 tangible personal property and services taxable pursuant to section  
4 39-26-104, except as otherwise provided in this subsection (1)(d). The  
5 sale of tangible personal property and services taxable pursuant to this  
6 article 2 is subject to the same sales tax exemptions as those specified in  
7 part 7 of article 26 of title 39; except that the sale of the following may be  
8 exempted from a town, city, or county sales tax only by the express  
9 inclusion of the exemption either at the time of adoption of the initial  
10 sales tax ordinance or resolution or by amendment thereto:

11 (T) The exemption for sales of heat pump systems and heat pump  
12 water heaters set forth in section 39-26-732; ~~and~~

13 (U) The exemption for sales of energy storage systems set forth  
14 in section 39-26-733; AND

15 (V) THE EXEMPTION SET FORTH IN SECTION 39-26-735 FOR SALES  
16 OF INFORMATION TECHNOLOGY INFRASTRUCTURE AND DATA CENTER  
17 INFRASTRUCTURE AND TRANSMISSION AND GENERATION SYSTEM ASSETS.

18 **SECTION 5.** In Colorado Revised Statutes, **add** 39-26-735 as  
19 follows:

20 **39-26-735. Certified data centers - qualified purchases -**  
21 **information technology infrastructure - data center infrastructure -**  
22 **tax preference performance statement - legislative declaration -**  
23 **definitions.**

24 (1) (a) IN ACCORDANCE WITH SECTION 39-21-304, WHICH  
25 REQUIRES EACH BILL THAT CREATES A NEW TAX EXPENDITURE TO INCLUDE  
26 A TAX PREFERENCE PERFORMANCE STATEMENT AS PART OF A STATUTORY  
27 LEGISLATIVE DECLARATION, THE GENERAL ASSEMBLY FINDS AND

1       DECLARES THAT THE PURPOSES OF THE TAX EXPENDITURE CREATED IN  
2       SUBSECTION (3) OF THIS SECTION ARE TO:

3               (I) IMPROVE INDUSTRY COMPETITIVENESS, SPECIFICALLY IN DATA  
4       CENTER DEVELOPMENT; AND

5               (II) PROVIDE TAX RELIEF TO CERTAIN BUSINESSES, SPECIFICALLY  
6       DATA CENTER OPERATORS THAT OWN OR OPERATE A CERTIFIED DATA  
7       CENTER IN THE STATE.

8               (b) THE GENERAL ASSEMBLY AND THE STATE AUDITOR SHALL  
9       MEASURE THE EFFECTIVENESS OF THE TAX EXPENDITURE IN ACHIEVING  
10      THE PURPOSES SPECIFIED IN SUBSECTION (1)(a) OF THIS SECTION BASED ON  
11      THE NUMBER OF CERTIFIED DATA CENTERS THAT ARE CONSTRUCTED AND  
12      PLACED IN SERVICE IN THE STATE AND THE NUMBER AND VALUE OF THE  
13      EXEMPTIONS CLAIMED PURSUANT TO THIS SECTION. THE AUTHORITY  
14      SHALL PROVIDE THE STATE AUDITOR WITH ANY AVAILABLE INFORMATION  
15      THAT WOULD ASSIST IN THE STATE AUDITOR'S ANALYSIS.

16              (2) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE  
17      REQUIRES:

18              (a) "CERTIFIED DATA CENTER" MEANS A DATA CENTER THAT HAS  
19      OBTAINED CERTIFICATION FROM THE AUTHORITY PURSUANT TO PART 8 OF  
20      ARTICLE 48.5 OF TITLE 24.

21              (b) "COLORADO DATA CENTER DEVELOPMENT AUTHORITY" OR  
22      "AUTHORITY" MEANS THE COLORADO DATA CENTER DEVELOPMENT  
23      AUTHORITY CREATED IN SECTION 24-48.5-804.

24              (c) "QUALIFIED DATA CENTER INFRASTRUCTURE AND SYSTEMS"  
25      MEANS INFORMATION TECHNOLOGY INFRASTRUCTURE AND DATA CENTER  
26      INFRASTRUCTURE AND TRANSMISSION AND GENERATION SYSTEM ASSETS,  
27      AS DESCRIBED IN SECTION 24-48.5-803 (11).

1 (d) "STATE SALES AND USE TAX EXEMPTION CERTIFICATE" MEANS  
2 A STATE SALES AND USE TAX EXEMPTION CERTIFICATE ISSUED BY THE  
3 AUTHORITY TO A CERTIFIED DATA CENTER PURSUANT TO PART 8 OF  
4 ARTICLE 48.5 OF TITLE 24.

5 (3) BEGINNING JANUARY 1, 2027, ALL SALES AND USE OF  
6 QUALIFIED DATA CENTER INFRASTRUCTURE AND SYSTEMS THAT WILL BE  
7 PURCHASED AND USED IN CONNECTION WITH A CERTIFIED DATA CENTER  
8 FOR WHICH A DATA CENTER OPERATOR HAS A STATE SALES AND USE TAX  
9 EXEMPTION CERTIFICATE IS EXEMPT FROM TAXATION UNDER PARTS 1 AND  
10 2 OF THIS ARTICLE 26.

11 (4) NOTWITHSTANDING SECTION 39-21-304 (4), THE EXEMPTION  
12 ALLOWED PURSUANT TO THIS SECTION CONTINUES INDEFINITELY.

13 **SECTION 6. Applicability.** This act applies to data centers for  
14 which the building or the purchase of equipment or regulated resource  
15 acquisitions commence on or after the effective date of this act.

16 **SECTION 7. Safety clause.** The general assembly finds,  
17 determines, and declares that this act is necessary for the immediate  
18 preservation of the public peace, health, or safety or for appropriations for  
19 the support and maintenance of the departments of the state and state  
20 institutions.

Second Regular Session  
Seventy-fifth General Assembly  
STATE OF COLORADO

INTRODUCED

LLS NO. 26-0427.01 Rebecca Bayetti x4348

HOUSE BILL 26-1036

---

HOUSE SPONSORSHIP

Titone and Velasco,

SENATE SPONSORSHIP

(None),

---

House Committees  
Finance

Senate Committees

---

A BILL FOR AN ACT

101 CONCERNING AUTHORIZATION FOR A LOCAL GOVERNMENT TO IMPOSE  
102 TAXES ON VACANT RESIDENTIAL PROPERTIES, AND, IN  
103 CONNECTION THEREWITH, ALLOWING A LOCAL GOVERNMENT  
104 TO LEVY AN EXCISE TAX BASED ON THE CHARACTERISTICS OF A  
105 RESIDENTIAL PROPERTY, ALLOWING A LOCAL GOVERNMENT TO  
106 CREATE A NEW PROPERTY TAX CLASSIFICATION FOR VACANT  
107 RESIDENTIAL PROPERTIES AND LEVY AN ADDITIONAL PROPERTY  
108 TAX ON THOSE PROPERTIES, AND ALLOWING LOCAL  
109 GOVERNMENTS TO CONTRACT TO FORM A LOCAL HOUSING TAX  
110 AUTHORITY.

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Bill Summary

*(Note: This summary applies to this bill as introduced and does*

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
Capital letters or bold & italic numbers indicate new material to be added to existing law.  
Dashes through the words or numbers indicate deletions from existing law.

*not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)*

The bill authorizes a county or municipality (local government), after approval by the electors of the local government, to impose an excise or a property tax, or both, on vacant residential properties within the boundaries of the local government (local taxes on vacant residential properties) (**sections 1 and 3** of the bill). A local government may use the revenues collected from either tax only for affordable, attainable, or workforce housing. A county assessor has no duty in implementing local taxes on vacant residential properties, but in an assessor's discretion, the assessor may assist by providing data and information to a local government or local housing tax authority, and may enter into an intergovernmental agreement that provides for compensation in exchange for the assessor's assistance.

The bill also creates a process for the creation of a local housing tax authority (authority) by intergovernmental agreement to allow 2 or more counties, cities and counties, or municipalities to form a joint taxing authority to collectively establish, levy, collect, and enforce local taxes on vacant residential properties within the boundaries of the authority (**section 2**).

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1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **add** 29-2-117 as  
3 follows:

4 **29-2-117. Authority to levy excise tax on vacant residential**  
5 **units - county - municipality - election - definitions.**

6 (1) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE  
7 REQUIRES:

8 (a) "SHORT-TERM RENTAL UNIT" MEANS A BUILDING THAT:

9 (I) IS LICENSED AS A SHORT-TERM RENTAL UNIT WITHIN THE  
10 COUNTY, MUNICIPALITY, OR LOCAL HOUSING TAX AUTHORITY IMPOSING A  
11 TAX PURSUANT TO THIS SECTION; OR

12 (II) (A) IS DESIGNED FOR USE PREDOMINANTLY AS A PLACE OF

1 RESIDENCY BY A PERSON, A FAMILY, OR FAMILIES; AND

2 (B) IS AVAILABLE TO BE LEASED FOR ONE OR MORE SHORT-TERM  
3 STAYS.

4 (b) "SHORT-TERM STAY" MEANS OVERNIGHT LODGING THAT IS  
5 PROVIDED TO AN INDIVIDUAL OR BUSINESS FOR LESS THAN THIRTY  
6 CONSECUTIVE DAYS IN EXCHANGE FOR MONETARY PAYMENT.

7 (c) "VACANT RESIDENTIAL UNIT" MEANS A BUILDING THAT:

8 (I) IS DESIGNED FOR USE PREDOMINANTLY AS A PLACE OF  
9 RESIDENCY BY A PERSON, A FAMILY, OR FAMILIES;

10 (II) IS UNOCCUPIED AND NOT USED AS A RESIDENCE FOR A  
11 SPECIFIED AMOUNT OF TIME, AS DETERMINED BY THE COUNTY,  
12 MUNICIPALITY, OR LOCAL HOUSING TAX AUTHORITY IMPOSING A TAX  
13 PURSUANT TO THIS SECTION; AND

14 (III) IS NOT A SHORT-TERM RENTAL UNIT.

15 (2) (a) EACH COUNTY IN THE STATE IS AUTHORIZED TO LEVY,  
16 COLLECT, AND ENFORCE A COUNTY EXCISE TAX ON ALL VACANT  
17 RESIDENTIAL UNITS WITHIN THE COUNTY, OR ANY SUBSET THEREOF, AS  
18 PROVIDED IN THIS SUBSECTION (2); EXCEPT THAT A COUNTY IS NOT  
19 AUTHORIZED TO LEVY, COLLECT, AND ENFORCE A COUNTY EXCISE TAX  
20 PURSUANT TO THIS SUBSECTION (2) WITHIN A MUNICIPALITY UNLESS AN  
21 AGREEMENT EXISTS BETWEEN THE COUNTY AND MUNICIPALITY TO IMPOSE  
22 THE TAX WITHIN THE MUNICIPAL BOUNDARIES. A COUNTY IS AUTHORIZED  
23 TO LEVY, COLLECT, AND ENFORCE AN EXCISE TAX PURSUANT TO THIS  
24 SUBSECTION (2) IN UNINCORPORATED AREAS OF THE COUNTY. A COUNTY  
25 IS AUTHORIZED TO LEVY, COLLECT, AND ENFORCE AN EXCISE TAX  
26 PURSUANT TO THIS SUBSECTION (2) AS A FLAT RATE ON ALL VACANT  
27 RESIDENTIAL UNITS WITHIN THE COUNTY, OR ANY SUBSET THEREOF, OR

1     BASED ON THE UNIT TYPE, NUMBER OF BEDROOMS, OR SQUARE FOOTAGE  
2     OF THE UNIT.

3             (b) A COUNTY SHALL NOT LEVY AN EXCISE TAX PURSUANT TO THE  
4     PROVISIONS OF SUBSECTION (2)(a) OF THIS SECTION UNTIL THE PROPOSAL  
5     HAS BEEN REFERRED TO AND APPROVED BY THE ELIGIBLE ELECTORS OF  
6     THE COUNTY IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE X,  
7     SECTION 20 OF THE STATE CONSTITUTION. THE ADOPTION PROCEDURES  
8     FOR A COUNTYWIDE SALES TAX, USE TAX, OR BOTH, AS SPECIFIED IN THIS  
9     ARTICLE 2, APPLY TO THE REFERRAL AND APPROVAL OF AN EXCISE TAX  
10    PURSUANT TO THIS SUBSECTION (2). A PROPOSAL FOR A COUNTY EXCISE  
11    TAX PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION MUST CONTAIN A  
12    DESCRIPTION OF THE PROPOSED TAX, MUST STATE THE AMOUNT TO BE  
13    IMPOSED, AND MUST DESCRIBE THE AREA WITHIN THE COUNTY IN WHICH  
14    THE TAX WILL BE IMPOSED.

15            (3) (a) EACH MUNICIPALITY IN THE STATE IS AUTHORIZED TO LEVY,  
16    COLLECT, AND ENFORCE A MUNICIPAL EXCISE TAX ON ALL VACANT  
17    RESIDENTIAL UNITS WITHIN THE MUNICIPALITY, OR ANY SUBSET THEREOF,  
18    AS PROVIDED IN THIS SUBSECTION (3). A MUNICIPALITY IS AUTHORIZED TO  
19    LEVY, COLLECT, AND ENFORCE AN EXCISE TAX PURSUANT TO THIS  
20    SUBSECTION (3) AS A FLAT RATE ON ALL VACANT RESIDENTIAL UNITS  
21    WITHIN THE MUNICIPALITY, OR ANY SUBSET THEREOF, OR BASED ON THE  
22    UNIT TYPE, NUMBER OF BEDROOMS, OR SQUARE FOOTAGE OF THE UNIT.

23            (b) A MUNICIPALITY SHALL NOT LEVY AN EXCISE TAX PURSUANT  
24    TO THE PROVISIONS OF SUBSECTION (3)(a) OF THIS SECTION UNTIL THE  
25    PROPOSAL HAS BEEN REFERRED TO AND APPROVED BY THE ELIGIBLE  
26    ELECTORS OF THE MUNICIPALITY IN ACCORDANCE WITH THE  
27    REQUIREMENTS OF ARTICLE X, SECTION 20 OF THE STATE CONSTITUTION.

1 A PROPOSAL FOR A MUNICIPAL EXCISE TAX PURSUANT TO SUBSECTION  
2 (3)(a) OF THIS SECTION MUST CONTAIN A DESCRIPTION OF THE PROPOSED  
3 TAX AND THE AMOUNT TO BE IMPOSED.

4 (4) THE DEPARTMENT OF REVENUE SHALL NOT COLLECT,  
5 ADMINISTER, OR ENFORCE AN EXCISE TAX IMPOSED BY A COUNTY OR  
6 MUNICIPALITY PURSUANT TO THIS SECTION AND, INSTEAD, THE COUNTY OR  
7 MUNICIPALITY IMPOSING THE TAX SHALL COLLECT, ADMINISTER, AND  
8 ENFORCE THE EXCISE TAX. A MUNICIPALITY MAY COLLECT, ADMINISTER,  
9 AND ENFORCE THE EXCISE TAX ACCORDING TO PART 1 OF ARTICLE 20 OF  
10 TITLE 31, INCLUDING CERTIFYING DELINQUENT CHARGES, ASSESSMENTS,  
11 OR TAXES TO THE TREASURER OF THE COUNTY PURSUANT TO SECTION  
12 31-20-105.

13 (5) ONE OR MORE COUNTIES OR MUNICIPALITIES MAY FORM A  
14 LOCAL HOUSING TAX AUTHORITY PURSUANT TO PART 13 OF ARTICLE 4 OF  
15 THIS TITLE 29 TO COLLABORATE ON A COORDINATED ELECTION TO  
16 APPROVE THE LEVY OF AN EXCISE TAX PURSUANT TO THIS SECTION AND ON  
17 THE COLLECTION, ADMINISTRATION, AND ENFORCEMENT OF AN APPROVED  
18 TAX.

19 (6) (a) A COUNTY OR MUNICIPALITY IN WHICH THE ELIGIBLE  
20 ELECTORS HAVE APPROVED THE LEVY OF AN EXCISE TAX PURSUANT TO  
21 THIS SECTION MAY CREDIT THE REVENUES COLLECTED FROM THE TAX TO  
22 THE GENERAL FUND OF THE COUNTY OR MUNICIPALITY OR TO ANY SPECIAL  
23 FUND CREATED IN THE COUNTY'S OR MUNICIPALITY'S TREASURY.

24 (b) A COUNTY OR MUNICIPALITY MAY USE THE REVENUES  
25 COLLECTED FROM AN EXCISE TAX IMPOSED PURSUANT TO THIS SECTION  
26 ONLY FOR AFFORDABLE, ATTAINABLE, OR WORKFORCE HOUSING, AS  
27 DEFINED BY THE COUNTY OR MUNICIPALITY. TO THE EXTENT THAT A

1 COUNTY OR MUNICIPALITY IS REQUIRED TO CONDUCT A HOUSING NEEDS  
2 ASSESSMENT PURSUANT TO PART 37 OF ARTICLE 32 OF TITLE 24, THE  
3 REVENUES COLLECTED FROM THE TAX MUST BE USED TO SUPPORT A  
4 DEMONSTRATED NEED IDENTIFIED IN THE COUNTY'S OR MUNICIPALITY'S  
5 MOST RECENT HOUSING NEEDS ASSESSMENT.

6 (7) A COUNTY ASSESSOR HAS NO DUTY IN IMPLEMENTING A TAX  
7 ASSESSED AND LEVIED BY A COUNTY OR MUNICIPALITY PURSUANT TO THIS  
8 SECTION. IN AN ASSESSOR'S DISCRETION, THE ASSESSOR MAY ASSIST BY  
9 PROVIDING DATA AND INFORMATION TO A COUNTY, MUNICIPALITY, OR  
10 LOCAL HOUSING TAX AUTHORITY, AND MAY ENTER INTO AN  
11 INTERGOVERNMENTAL AGREEMENT THAT PROVIDES FOR COMPENSATION  
12 IN EXCHANGE FOR THE ASSESSOR'S ASSISTANCE.

13 (8) NOTHING IN THIS SECTION SHOULD BE CONSTRUED TO LIMIT  
14 THE POWERS OF HOME RULE MUNICIPALITIES ORGANIZED UNDER THE  
15 PROVISIONS OF ARTICLE XX OF THE STATE CONSTITUTION.

16 **SECTION 2.** In Colorado Revised Statutes, **add** part 13 to article  
17 4 of title 29 as follows:

18 PART 13

19 LOCAL HOUSING TAX AUTHORITIES

20 **29-4-1301. Definitions.**

21 AS USED IN THIS PART 13, UNLESS THE CONTEXT OTHERWISE  
22 REQUIRES:

23 (1) "GOVERNING BODY" MEANS THE BOARD OF COUNTY  
24 COMMISSIONERS OF A COUNTY OR THE CITY COUNCIL OF A CITY, THE  
25 BOARD OF TRUSTEES OF A TOWN, OR ANY OTHER BODY BY WHATEVER  
26 NAME KNOWN THAT IS GIVEN LAWFUL AUTHORITY TO ADOPT ORDINANCES  
27 FOR A SPECIFIC MUNICIPALITY.

1           (2) "LOCAL GOVERNMENT" MEANS ANY COUNTY, CITY AND  
2 COUNTY, OR MUNICIPALITY.

3           (3) "LOCAL HOUSING TAX AUTHORITY" OR "AUTHORITY" MEANS  
4 A CORPORATE BODY ORGANIZED PURSUANT TO THIS PART 13.

5           **29-4-1302. Local housing tax authority - formation - powers**  
6 **and purpose - intergovernmental agreement.**

7           (1) (a) THE GOVERNING BODY OF TWO OR MORE LOCAL  
8 GOVERNMENTS THAT SHARE TERRITORY OR HAVE CONTIGUOUS  
9 BOUNDARIES MAY ENTER INTO AN INTERGOVERNMENTAL AGREEMENT TO  
10 CREATE AN AUTHORITY THAT IS AUTHORIZED TO EXERCISE THE FUNCTIONS  
11 CONFERRED BY THE PROVISIONS OF THIS PART 13.

12           (b) THE PURPOSE OF THIS PART 13 IS TO ALLOW TWO OR MORE  
13 LOCAL GOVERNMENTS TO FORM A JOINT TAXING AUTHORITY TO  
14 COLLECTIVELY ESTABLISH, LEVY, COLLECT, AND ENFORCE TAXES ON  
15 VACANT RESIDENTIAL PROPERTY, AS PROVIDED IN SECTIONS 29-2-117 AND  
16 39-1-104.8, WITHIN THE BOUNDARIES OF AN AUTHORITY.

17           (c) A LOCAL GOVERNMENT SHALL NOT ENTER INTO AN  
18 INTERGOVERNMENTAL AGREEMENT TO CREATE AN AUTHORITY WITHOUT  
19 HOLDING AT LEAST TWO PUBLIC HEARINGS THEREON, IN ADDITION TO  
20 OTHER REQUIREMENTS IMPOSED BY LAW FOR PUBLIC NOTICE. THE LOCAL  
21 GOVERNMENT SHALL GIVE NOTICE OF THE TIME, PLACE, AND PURPOSE OF  
22 THE PUBLIC HEARING BY PUBLICATION IN A NEWSPAPER OF GENERAL  
23 CIRCULATION IN THE LOCAL GOVERNMENT OR ON A PUBLICLY ACCESSIBLE  
24 WEBSITE AT LEAST TEN DAYS PRIOR TO THE DATE OF THE PUBLIC HEARING.

25           (2) AN INTERGOVERNMENTAL AGREEMENT THAT CREATES AN  
26 AUTHORITY MUST INCLUDE:

27           (a) THE NAME AND PURPOSE OF THE AUTHORITY;

1 (b) PROVISIONS FOR THE LEVY, COLLECTION, ENFORCEMENT, AND  
2 APPORTIONMENT OF REVENUE OF AN EXCISE OR PROPERTY TAX  
3 AUTHORIZED PURSUANT TO THIS SECTION;

4 (c) THE ESTABLISHMENT AND ORGANIZATION OF A BOARD OF  
5 DIRECTORS IN WHICH ALL LEGISLATIVE POWER OF THE AUTHORITY IS  
6 VESTED, INCLUDING:

7 (I) THE NUMBER OF DIRECTORS;

8 (II) THE MANNER OF THE ELECTION OR APPOINTMENT, THE  
9 QUALIFICATIONS, AND THE COMPENSATION, IF ANY, OF THE DIRECTORS  
10 AND THE PROCEDURE FOR FILLING VACANCIES;

11 (III) THE OFFICERS OF THE DISTRICT, THE MANNER OF THEIR  
12 APPOINTMENT, AND THEIR DUTIES; AND

13 (IV) THE VOTING REQUIREMENTS FOR ACTION BY THE BOARD;  
14 EXCEPT THAT, UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THE  
15 INTERGOVERNMENTAL AGREEMENT, A MAJORITY OF THE DIRECTORS OF  
16 THE BOARD CONSTITUTES A QUORUM AND IS NECESSARY FOR ACTION BY  
17 THE BOARD;

18 (d) THE BOUNDARIES OF THE AUTHORITY, WHICH MAY NOT  
19 INCLUDE:

20 (I) TERRITORY WITHIN THE BOUNDARIES OF A MUNICIPALITY THAT  
21 IS NOT A MEMBER OF THE LOCAL GOVERNMENTS FORMING THE AUTHORITY,  
22 AS THE BOUNDARIES OF THE MUNICIPALITY EXIST ON THE DATE THE  
23 AUTHORITY IS CREATED, WITHOUT THE CONSENT OF THE GOVERNING BODY  
24 OF THE MUNICIPALITY; OR

25 (II) TERRITORY WITHIN THE UNINCORPORATED BOUNDARIES OF A  
26 COUNTY THAT IS NOT A MEMBER OF THE LOCAL GOVERNMENTS FORMING  
27 THE AUTHORITY, AS THE UNINCORPORATED BOUNDARIES OF THE COUNTY

1 EXIST ON THE DATE THE AUTHORITY IS CREATED, WITHOUT THE CONSENT  
2 OF THE GOVERNING BODY OF THE COUNTY;

3 (e) THE CONDITIONS FOR ADDING OR REMOVING A LOCAL  
4 GOVERNMENT PARTY TO THE INTERGOVERNMENTAL AGREEMENT;

5 (f) THE TERM OF THE AUTHORITY, WHICH MAY BE FOR A DEFINITE  
6 TERM OR UNTIL DISSOLVED, AND THE METHOD, IF ANY, BY WHICH IT MAY  
7 BE DISSOLVED;

8 (g) PROVISIONS FOR AMENDMENT OF THE INTERGOVERNMENTAL  
9 AGREEMENT; AND

10 (h) THE LIMITATIONS, IF ANY, ON THE POWERS GRANTED BY THIS  
11 SECTION THAT MAY BE EXERCISED BY THE AUTHORITY.

12 (3) AN AUTHORITY CREATED PURSUANT TO THIS PART 13 IS A  
13 SEPARATE LEGAL ENTITY AND HAS THE POWERS DESCRIBED IN SECTIONS  
14 29-1-203 AND 29-1-203.5 AND ALL THE POWERS NECESSARY OR  
15 CONVENIENT TO CARRY OUT AND EFFECTUATE THE PURPOSES OF THIS PART  
16 13, INCLUDING THE POWER TO:

17 (a) SUE AND TO BE SUED;

18 (b) ADOPT AND ALTER A SEAL;

19 (c) HAVE PERPETUAL SUCCESSION;

20 (d) MAKE, AND FROM TIME TO TIME AMEND AND REPEAL, BYLAWS,  
21 ORDERS, RULES, AND REGULATIONS TO EFFECTUATE THE PROVISIONS OF  
22 THIS PART 13;

23 (e) MAKE LOANS, WHICH MAY BE SECURED BY LOAN AND SECURITY  
24 AGREEMENTS, LEASES, OR ANY OTHER INSTRUMENTS UPON THE TERMS  
25 AND CONDITIONS DETERMINED BY THE BOARD OF DIRECTORS OF THE  
26 AUTHORITY;

27 (f) ISSUE BONDS, NOTES, OR OTHER FINANCIAL OBLIGATIONS

1 PAYABLE SOLELY FROM REVENUES OR OTHER AVAILABLE MONEY OF THE  
2 AUTHORITY. THE TERMS, CONDITIONS, AND DETAILS OF THE BONDS,  
3 NOTES, OR OTHER FINANCIAL OBLIGATIONS, AS DETERMINED BY THE  
4 BOARD OF DIRECTORS OF THE AUTHORITY, MUST BE SET FORTH IN THE  
5 SECURITY AGREEMENT UNDER WHICH THE BONDS, NOTES, OR OTHER  
6 FINANCIAL OBLIGATIONS ARE ISSUED.

7 (g) COORDINATE AN ELECTION TO APPROVE A LOCAL EXCISE TAX  
8 ON VACANT RESIDENTIAL UNITS, AS PROVIDED IN SECTION 29-2-117,  
9 WITHIN THE BOUNDARIES OF THE AUTHORITY;

10 (h) LEVY, COLLECT, AND ENFORCE A LOCAL EXCISE TAX ON  
11 VACANT RESIDENTIAL UNITS, AS PROVIDED IN SECTION 29-2-117, WITHIN  
12 THE BOUNDARIES OF THE AUTHORITY ACCORDING TO THE TERMS OF AN  
13 INTERGOVERNMENTAL AGREEMENT AMONG THE MEMBER LOCAL  
14 GOVERNMENTS;

15 (i) COORDINATE AN ELECTION TO APPROVE A LOCAL AD VALOREM  
16 PROPERTY TAX ON VACANT RESIDENTIAL PROPERTY, AS PROVIDED IN  
17 SECTION 39-1-104.8, WITHIN THE BOUNDARIES OF THE AUTHORITY;

18 (j) ASSESS, LEVY, COLLECT, AND ENFORCE A LOCAL AD VALOREM  
19 PROPERTY TAX ON VACANT RESIDENTIAL PROPERTY, AS PROVIDED IN  
20 SECTION 39-1-104.8, WITHIN THE BOUNDARIES OF THE AUTHORITY  
21 ACCORDING TO THE TERMS OF AN INTERGOVERNMENTAL AGREEMENT  
22 AMONG THE MEMBER LOCAL GOVERNMENTS;

23 (k) CAUSE DELINQUENT TAXES MADE OR LEVIED BY THE  
24 AUTHORITY TO BE CERTIFIED TO A TREASURER OF A COUNTY AND BE  
25 COLLECTED AND PAID OVER BY THE TREASURER OF THE COUNTY IN THE  
26 MANNER PROVIDED FOR IN THE INTERGOVERNMENTAL AGREEMENT; AND

27 (l) MAKE AND EXECUTE ANY AND ALL CONTRACTS,

1 INTERGOVERNMENTAL AGREEMENTS, AND OTHER INSTRUMENTS THAT IT  
2 MAY DEEM NECESSARY OR CONVENIENT TO THE EXERCISE OF ITS POWERS  
3 PURSUANT TO THIS PART 13.

4 (4) ARTICLES 10.5 AND 47 OF TITLE 11 APPLY TO THE MONEY OF AN  
5 AUTHORITY.

6 (5) (a) IN THE EVENT THAT PROPERTY WITHIN THE BOUNDARIES OF  
7 THE AUTHORITY MUST BE EXCLUDED FROM THE AUTHORITY DUE TO THE  
8 PROPERTY'S ANNEXATION TO A LOCAL GOVERNMENT THAT IS NOT A PARTY  
9 TO THE INTERGOVERNMENTAL AGREEMENT THAT FORMED THE  
10 AUTHORITY, THE AUTHORITY'S BOARD OF DIRECTORS SHALL CREATE A  
11 PLAN TO EXCLUDE THAT PROPERTY FROM THE BOUNDARIES OF THE  
12 AUTHORITY. THE BOARD OF DIRECTORS SHALL INCLUDE IN THE PLAN:

13 (I) A DESCRIPTION OF THE PROPERTY TO BE EXCLUDED;

14 (II) THE EFFECTIVE DATE OF THE EXCLUSION OF THE PROPERTY;

15 AND

16 (III) ANY OTHER CONDITIONS AND OBLIGATIONS, ON THE  
17 AUTHORITY OR THE LOCAL GOVERNMENT THAT IS NOT A PARTY TO THE  
18 INTERGOVERNMENTAL AGREEMENT THAT FORMED THE AUTHORITY, THAT  
19 ARE NECESSARY TO PERMIT THE EXCLUSION OF THE PROPERTY FROM THE  
20 AUTHORITY.

21 (b) PROPERTY EXCLUDED FROM THE BOUNDARIES OF AN  
22 AUTHORITY PURSUANT TO THIS SUBSECTION (5) IS SUBJECT TO THE LEVY  
23 OF TAXES BY THE AUTHORITY FOR THE PAYMENT OF THE PROPERTY'S  
24 PROPORTIONATE SHARE OF ANY INDEBTEDNESS OF THE AUTHORITY AND  
25 THE INTEREST THEREON THAT EXISTED IMMEDIATELY PRIOR TO THE  
26 EFFECTIVE DATE OF THE EXCLUSION.

27 (c) THE CHANGE OF BOUNDARIES OF AN AUTHORITY CAUSED BY AN

1 EXCLUSION OF PROPERTY PURSUANT TO THIS SUBSECTION (5) DOES NOT  
2 IMPAIR OR AFFECT THE AUTHORITY'S ORGANIZATION OR ANY EXISTING  
3 CONTRACT, OBLIGATION, LIEN, OR CHARGE.

4 (6) AN AUTHORITY THAT COORDINATES AN ELECTION AS  
5 AUTHORIZED BY THIS SECTION SHALL CONDUCT THE ELECTION IN  
6 SUBSTANTIALLY THE SAME MANNER AS MUNICIPAL OR COUNTY ELECTIONS,  
7 AS APPROPRIATE, AND IN ACCORDANCE WITH THE PROVISIONS OF SECTION  
8 20 OF ARTICLE X OF THE STATE CONSTITUTION. THE MUNICIPAL OR  
9 COUNTY CLERK AND RECORDER OF EACH LOCAL GOVERNMENT IN WHICH  
10 THE ELECTION IS CONDUCTED SHALL ASSIST THE AUTHORITY IN  
11 CONDUCTING THE ELECTION.

12 (7) ANY PUBLIC BODY, FOR THE PURPOSE OF AIDING AN AUTHORITY  
13 WHOSE BOUNDARIES ARE SITUATED IN WHOLE OR IN PART WITHIN THE  
14 AREA IN WHICH THE PUBLIC BODY IS AUTHORIZED TO ACT, UPON TERMS AS  
15 THE PUBLIC BODY DETERMINES, MAY:

16 (a) DO EVERYTHING NECESSARY TO AID OR COOPERATE WITH THE  
17 AUTHORITY IN CONNECTION WITH THE PLANNING OR UNDERTAKING OF  
18 ANY ACTIVITIES IN FURTHERANCE OF THE PURPOSES OF THIS PART 13; AND

19 (b) ENTER INTO AGREEMENTS WITH THE AUTHORITY RESPECTING  
20 ACTION TO BE TAKEN PURSUANT TO ANY OF THE POWERS SET FORTH IN  
21 THIS PART 13.

22 **SECTION 3.** In Colorado Revised Statutes, **add** 39-1-104.8 as  
23 follows:

24 **39-1-104.8. Authority to levy and assess additional ad valorem**  
25 **tax on vacant residential real property - county - municipality -**  
26 **election - legislative declaration - definitions.**

27 (1) THE GENERAL ASSEMBLY FINDS AND DECLARES THAT A

1 COUNTY OR MUNICIPAL AD VALOREM TAX DESCRIBED IN THIS SECTION  
2 THAT IS ASSESSED AND LEVIED ON REAL PROPERTY CLASSIFIED AS VACANT  
3 RESIDENTIAL PROPERTY DOES NOT VIOLATE THE UNIFORMITY CLAUSE OF  
4 ARTICLE X, SECTION 3 (1)(a) OF THE STATE CONSTITUTION BECAUSE IT IS  
5 A REASONABLE CLASSIFICATION BASED ON THE NATURE OF THE PROPERTY  
6 AND ALL PROPERTIES WITHIN THIS CLASS ARE UNIFORMLY TAXED WITHIN  
7 THE TAXING JURISDICTION, AS DESCRIBED IN *SENIOR CORP. V. BOARD OF*  
8 *ASSESSMENT APPEALS*, 702 P.2d 732, 738 (COLO. 1985), AND *JENSEN V.*  
9 *DENVER*, 806 P.2d 381, 384 (COLO. 1991).

10 (2) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE  
11 REQUIRES:

12 (a) "SHORT-TERM RENTAL PROPERTY" MEANS PROPERTY THAT:

13 (I) IS LICENSED AS A SHORT-TERM RENTAL UNIT WITHIN THE  
14 COUNTY, MUNICIPALITY, OR LOCAL HOUSING TAX AUTHORITY IMPOSING A  
15 TAX PURSUANT TO THIS SECTION; OR

16 (II) (A) IS DESIGNED FOR USE PREDOMINANTLY AS A PLACE OF  
17 RESIDENCY BY A PERSON, A FAMILY, OR FAMILIES; AND

18 (B) IS AVAILABLE TO BE LEASED FOR ONE OR MORE SHORT-TERM  
19 STAYS.

20 (b) "SHORT-TERM STAY" MEANS OVERNIGHT LODGING THAT IS  
21 PROVIDED TO AN INDIVIDUAL OR BUSINESS FOR LESS THAN THIRTY  
22 CONSECUTIVE DAYS IN EXCHANGE FOR MONETARY PAYMENT.

23 (c) "VACANT RESIDENTIAL PROPERTY" MEANS PROPERTY THAT:

24 (I) IS DESIGNED FOR USE PREDOMINANTLY AS A PLACE OF  
25 RESIDENCY BY A PERSON, A FAMILY, OR FAMILIES;

26 (II) IS UNOCCUPIED AND NOT USED AS A RESIDENCE FOR A  
27 SPECIFIED AMOUNT OF TIME, AS DETERMINED BY THE COUNTY,

1 MUNICIPALITY, OR LOCAL HOUSING TAX AUTHORITY IMPOSING A TAX  
2 PURSUANT TO THIS SECTION; AND

3 (III) IS NOT SHORT-TERM RENTAL PROPERTY.

4 (3) (a) EACH COUNTY IN THE STATE IS AUTHORIZED TO ASSESS,  
5 LEVY, COLLECT, AND ENFORCE AN AD VALOREM TAX ON RESIDENTIAL  
6 REAL PROPERTY THAT IS CLASSIFIED BY THE COUNTY AS VACANT  
7 RESIDENTIAL PROPERTY. A TAX AUTHORIZED PURSUANT TO THIS  
8 SUBSECTION (3) IS IN ADDITION TO ANY AD VALOREM TAX ASSESSED ON  
9 RESIDENTIAL REAL PROPERTY IN THE COUNTY.

10 (b) A COUNTY SHALL NOT ASSESS OR LEVY AN AD VALOREM  
11 PROPERTY TAX PURSUANT TO THE PROVISIONS OF SUBSECTION (3)(a) OF  
12 THIS SECTION UNTIL THE PROPOSAL HAS BEEN REFERRED TO AND  
13 APPROVED BY THE ELIGIBLE ELECTORS OF THE COUNTY IN ACCORDANCE  
14 WITH THE REQUIREMENTS OF ARTICLE X, SECTION 20 OF THE STATE  
15 CONSTITUTION.

16 (4) (a) EACH MUNICIPALITY IN THE STATE IS AUTHORIZED TO  
17 ASSESS, LEVY, COLLECT, AND ENFORCE AN AD VALOREM TAX ON  
18 RESIDENTIAL REAL PROPERTY THAT IS CLASSIFIED BY THE MUNICIPALITY  
19 AS VACANT RESIDENTIAL PROPERTY. A TAX AUTHORIZED PURSUANT TO  
20 THIS SUBSECTION (4) IS IN ADDITION TO ANY AD VALOREM TAX ASSESSED  
21 ON RESIDENTIAL REAL PROPERTY IN THE MUNICIPALITY.

22 (b) A MUNICIPALITY SHALL NOT ASSESS OR LEVY AN AD VALOREM  
23 PROPERTY TAX PURSUANT TO THE PROVISIONS OF SUBSECTION (4)(a) OF  
24 THIS SECTION UNTIL THE PROPOSAL HAS BEEN REFERRED TO AND  
25 APPROVED BY THE ELIGIBLE ELECTORS OF THE MUNICIPALITY IN  
26 ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE X, SECTION 20 OF THE  
27 STATE CONSTITUTION.

1           (5) (a) A COUNTY OR MUNICIPALITY THAT ASSESSES AND IMPOSES  
2 AN AD VALOREM PROPERTY TAX PURSUANT TO THIS SECTION SHALL  
3 COLLECT, ADMINISTER, AND ENFORCE THE TAX. A MUNICIPALITY MAY  
4 COLLECT, ADMINISTER, AND ENFORCE THE TAX ACCORDING TO PART 1 OF  
5 ARTICLE 20 OF TITLE 31, INCLUDING CERTIFYING DELINQUENT CHARGES,  
6 ASSESSMENTS, OR TAXES TO THE TREASURER OF THE COUNTY PURSUANT  
7 TO SECTION 31-20-105.

8           (b) A COUNTY OR MUNICIPALITY THAT ASSESSES AND IMPOSES AN  
9 AD VALOREM PROPERTY TAX PURSUANT TO THIS SECTION MAY ESTABLISH  
10 GUIDELINES FOR THE CLASSIFICATION OF REAL PROPERTY AS VACANT  
11 RESIDENTIAL PROPERTY.

12           (6) ONE OR MORE COUNTIES OR MUNICIPALITIES MAY FORM A  
13 LOCAL HOUSING TAX AUTHORITY PURSUANT TO PART 13 OF ARTICLE 4 OF  
14 TITLE 29 TO COLLABORATE ON A COORDINATED ELECTION TO APPROVE THE  
15 ASSESSMENT AND LEVY OF AN AD VALOREM PROPERTY TAX PURSUANT TO  
16 THIS SECTION AND ON THE COLLECTION, ADMINISTRATION, AND  
17 ENFORCEMENT OF AN APPROVED TAX.

18           (7) (a) A COUNTY OR MUNICIPALITY IN WHICH THE ELIGIBLE  
19 ELECTORS HAVE APPROVED THE LEVY OF AN AD VALOREM PROPERTY TAX  
20 PURSUANT TO THIS SECTION MAY CREDIT THE REVENUES COLLECTED FROM  
21 THE TAX TO THE GENERAL FUND OF THE COUNTY OR MUNICIPALITY OR TO  
22 ANY SPECIAL FUND CREATED IN THE COUNTY'S OR MUNICIPALITY'S  
23 TREASURY.

24           (b) A COUNTY OR MUNICIPALITY MAY USE THE REVENUES  
25 COLLECTED FROM A TAX IMPOSED PURSUANT TO THIS SECTION ONLY FOR  
26 AFFORDABLE, ATTAINABLE, OR WORKFORCE HOUSING, AS DEFINED BY THE  
27 COUNTY OR MUNICIPALITY. TO THE EXTENT THAT A COUNTY OR

1 MUNICIPALITY IS REQUIRED TO CONDUCT A HOUSING NEEDS ASSESSMENT  
2 PURSUANT TO PART 37 OF ARTICLE 32 OF TITLE 24, THE REVENUES  
3 COLLECTED FROM THE TAX MUST BE USED TO SUPPORT A DEMONSTRATED  
4 NEED IDENTIFIED IN THE COUNTY'S OR MUNICIPALITY'S MOST RECENT  
5 HOUSING NEEDS ASSESSMENT.

6 (8) A COUNTY ASSESSOR HAS NO DUTY IN IMPLEMENTING A TAX  
7 ASSESSED AND LEVIED BY A COUNTY OR MUNICIPALITY PURSUANT TO THIS  
8 SECTION. IN AN ASSESSOR'S DISCRETION, THE ASSESSOR MAY ASSIST BY  
9 PROVIDING DATA AND INFORMATION TO A COUNTY, MUNICIPALITY, OR  
10 LOCAL HOUSING TAX AUTHORITY AND MAY ENTER INTO AN  
11 INTERGOVERNMENTAL AGREEMENT THAT PROVIDES FOR COMPENSATION  
12 IN EXCHANGE FOR THE ASSESSOR'S ASSISTANCE.

13 (9) NOTHING IN THIS SECTION SHOULD BE CONSTRUED TO LIMIT  
14 THE POWERS OF HOME RULE MUNICIPALITIES ORGANIZED UNDER THE  
15 PROVISIONS OF ARTICLE XX OF THE STATE CONSTITUTION.

16 **SECTION 4. Act subject to petition - effective date.** This act  
17 takes effect at 12:01 a.m. on the day following the expiration of the  
18 ninety-day period after final adjournment of the general assembly (August  
19 12, 2026, if adjournment sine die is on May 13, 2026); except that, if a  
20 referendum petition is filed pursuant to section 1 (3) of article V of the  
21 state constitution against this act or an item, section, or part of this act  
22 within such period, then the act, item, section, or part will not take effect  
23 unless approved by the people at the general election to be held in  
24 November 2026 and, in such case, will take effect on the date of the  
25 official declaration of the vote thereon by the governor.