GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, August 18, 2015**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse**

GUNNISON COUNTY BOARD OF EQUALIZATION REGULAR MEETING:

8:30 am

- Call to Order
- Minutes Approval:
  1. 7/21/15 Regular Meeting
  2. 7/22/15 Regular Meeting
  3. 7/27/15 Regular Meeting
  4. 7/28/15 Regular Meeting
  5. 7/29/15 Regular Meeting
  6. 7/30/15 Regular Meeting
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am

- Call to Order; Agenda Review
- Employee Appreciation; Public Works Staff Members Shawn McConnell, Ken Webb, Dale Tillman, David Coleman and Scott Bever

8:50

- Minutes Approval:
  1. 7/21/15 Regular Meeting
  2. 7/28/15 Special Meeting
  3. 8/11/15 Special Meeting
- 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. Intergovernmental Agreement between Gunnison County Clerk and Recorder and Board of County Commissioners of the County of Gunnison, Colorado Regarding the Conduct and Administration of the November 3, 2015 Coordinated Election
  2. Contract Amendment #3; Original Contract CMS (CLIN) #13 IHA 46657; Amendment CMS #16 IHIA 77964; Department of Human Services, Offices of Early Childhood; $84,922
  3. Contractor Agreement; Christopher Klein Construction, Inc.; Mountain View Apartments Grading and Site Concrete Replacement Project; 8/18/15 thru 12/31/15; $52,159
  4. Contractor Agreement; Centennial State Roofing; Mountain View Apartments Grading and Site Concrete Replacement Project; 8/18/15 thru 12/31/15; $77,600
  5. West Region Healthcare Coalition Memorandum of Agreement; Colorado West All-Hazards Region Healthcare and Emergency Management Partners to Assure a Coordinated Response to Public Health and Medical Emergencies in Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties
  6. Intergovernmental Agreement Regarding Election Costs for SB05-152 Ballot Initiative between the Board of County Commissioners of the County of Gunnison, Colorado and the City of Gunnison
  7. Intergovernmental Agreement Regarding Election Costs for SB05-152 Ballot Initiative between the Board of County Commissioners of the County of Gunnison, Colorado and the Town of Mt. Crested Butte
  8. Lexis for Microsoft® Office – Lexis Advance Edition; Lexis Advance® Subscription Agreement for State/Local Government; Gunnison County Attorney's Office; 8/17/15 thru 9/30/18

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

9. Bid Award; Grant Agreement; Gunnison-Crested Butte Regional Airport AIP Project Number 3-08-0030-050-2015, Taxiway Rehabilitation Project; $1,471,435
10. 2015 Community Grant Cycle Grant Contract; Community Foundation of the Gunnison Valley; Gunnison County Nurturing Parenting Program; 7/1/15 thru 4/30/16; $1,300

- Scheduling:
  1. Draft 2016 Holiday Schedule

9:05 • County Manager's Reports

9:15 • Deputy County Manager's Reports and Project Updates:
  1. Approve Tap Fee Reduction; North Gunnison Sewer
  2. Grants of Perpetual Easement; North Gunnison Sewer Project; Bill J. Barbee, $3,000; John L. Guerrieri and Donna L. Guerrieri, $6,000

9:25 • Vouchers and Transfers

9:30 • Treasurer's Report

9:35 • Approval of SB 152 Ballot Language for November, 2015 Coordinated Election; Resolution Submitting to Registered Electors of Gunnison County, Colorado at the November 3, 2015 Coordinated Election, a Ballot Question and Title Concerning Re-Establishing the Authority to Provide All Services Restricted by Title 29, Article 27 of the Colorado Revised Statutes

9:45 • Consideration of Correspondence from Gunnison County and Town of Crested Butte to Colorado Department of Public Health and Environment, Water Quality Control Commission, Regarding Lucky Jack Permit No. CO-0035394

9:55 • Planning Commission Preliminary Plan Recommendation; Resolution Approving Preliminary Plan Application for Vista Business, Link, LLC for the Subdivision of 13 Lots and the Development of a Commercial and Industrial Park

10:05
- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

10:30 am • (See separate agenda)

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at http://www.gunnisoncounty.org/meetings no later than 6:00 pm on the Friday prior to the meeting.

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft CBOE Minutes; 7-21-2015

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Attached are the 7/21/2015 CBOE meeting minutes for consideration

Fiscal Impact:

Submitted by: Bre Shelton **Submitter's Email Address:** bshelton@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/5/2015

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 8/18/2015

Revised April 2015

GUNNISON COUNTY BOARD OF EQUALIZATION
MEETING MINUTES
July 21, 2015

The July 21, 2015 Board of Equalization meeting was held in the Commissioners' boardroom in the Courthouse located at 200 E. Virginia, Gunnison, Colorado. Present were:

Paula Swenson, Chairperson
Phil Chamberland, Vice-Chairperson
Jonathan Houck, Commissioner
Bre Shelton, Clerk to the Board
William Spicer, Senior Analyst
Kristy McFarland, County Assessor
Bob Blackett, Appraiser
Alexandra Cohen, Appraiser

NOTICE: The Petitioners' and Assessor's exhibits for each case are located in their individual Board of Equalization files. The target appraisal date is June 30, 2014.

CALL TO ORDER: Chairperson Swenson called the July 21, 2015 meeting of the County Board of Equalization to order at 12:58 pm. Chairperson Swenson explained the roles, rights and responsibilities of the Board and the Petitioner during each hearing where a Petitioner and/or a Petitioner's representative was present, either in person or via telephone. Appeal notices were also provided to each petitioner/petitioner's agent.

CBOE #01
Thomas Stockton

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. He explained that when looking at the time adjusted sales prices from the examples given is supportive of the neighborhood factor that is currently being applied. Spicer clarified that the materials were given to Mr. Stockton within the statutory time frame of three days.

Petitioner's Case: Petitioner, Stockton, was present for the discussion via conference call. Stockton does not believe his property is being fairly assessed based on the evidence given. There was discussion from Stockton that he did not receive information regarding his property until the day before his hearing and did not feel like this was enough time to review the information from the Assessor. Stockton believes that the examples given to him from the Assessor should not be a final determinate of the value of his property. He discussed that he had to maintain his property and do winter road maintenance. He stated that two years ago his property, when looking at neighborhood factors, was .65 and now it has gone up to 1.0 and did not feel this was correctly evaluated.

There was discussion on neighborhood factors of the mass appraisal model. In reference to Stockton's property, Spicer discussed that the neighborhood factors can change and get re-set every two years and this would not have any significance. The CBOE and Spicer clarified that this adjustment of a 1.0 appraisal applied to the whole neighborhood.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #01 based on the fact that the application of the criteria by the Assessor's Office was properly administered under state statute and requirements in this process. Motion carried unanimously.

CBOE #02
Victor Wisner

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen explained that example #2 from the Assessor's evidence was a bank sale and the records indicate that there is no personal property included so there was not yet a deduction.

Petitioner's Case: Petitioner, Shelley Wisner, was present for the discussion. She discussed that there was an identical unit (Stetson Dr.) to their property that sold for $665,000 and the time adjusted sales price would be irrelevant in Prospect due to the ongoing litigation on the property. Wiser felt that the value of their home was $600,000 because it was previously

purchased with furnishings which made the value higher. There was discussion on the price per square foot of their townhome and she felt their home was not fairly valued.

Spicer discussed the way the assessor accounts for low grade square footage in relation to Wisner's property. Chairperson Swenson stated that they could not take any part of the litigation in the property tax into consideration with this appeal and Wisner's property could not be assessed differently than the other surrounding properties in the area. All properties are assessed and valued as a whole with a mass appraisal approach.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny the appeal of CBOE #02. Motion carried unanimously.

CBOE #03
Clint Hamilton

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. Spicer explained the time adjusted sales method to the petitioner and clarified the data is configured at the end of the appraisal period. The determination of Hamilton's property was configured from sales over time in Econ Area 1 for Condos. Ratio is what was previously valued June 30, 2014 and what the condos sell for now. The Assessor's Office discussed the sale price, and the adjustment determined to account for any personal property. In relation to any personal property, Spicer explained that newer features would not change the value of the subject property. There was discussion clarifying that values of properties will not increase every year and the assessment is not always consistently increasing.

Petitioner's Case: Petitioner, Hamilton, was present for the discussion. Hamilton stated their condo included all original features when they purchased it, and the condo in comparison with the subject property was remodeled with new features when it was on the market. Petitioner Hamilton stated that their property is not fairly assessed due to the fact that the subject property should be valued at a lower price compared to the updated neighboring condo. After receiving information from a realtor, the petitioner's concern is that they cannot sell their condo for the price at which it is appraised.

Commissioner Swenson clarified that all condos in Econ Area 1 are assessed as a whole it is not solely based specifically to the Heatherwood Condos. The CBOE agreed with the Assessor's Office that Hamilton's subject property was not outside of the array when determining the property value using the time adjusted sales.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny the adjustment of CBOE #03. Motion carried unanimously.

CBOE #04
Carl Knight (Representative: Sharon Knight)

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett explained the net adjustments made to the subject property were in relation to the size of buildings, the location of buildings, and the differences in land value in the area.

Petitioner's Case: Petitioner, Knight, was present for the discussion via conference call. Sharon Knight was representing Petitioner Knight. Petitioner Knight did not understand the net adjustment made to the subject property and asked the Assessor's Office to give her an explanation. Knight clarified to the CBOE and the Assessor's Office, that there was an ISDS located on the subject property. In 2009, the Petitioner stated there was a house in the city of White Pine which was purchased for $149,500, and was listed at $170,000. Knight stated the example property only received a 12% increase in value, had much more utilities, and was considered to be an in town location compared to the subject property. Knight also stated there were significant improvements done to the example property previously identified. There was further discussion on the value of neighboring properties in the area.

Chairperson Swenson stated that having a sewer system adds value to any property. The CBOE clarified to Knight, if the infrastructure of the neighboring properties were equivalent and comparable to the subject property, then the values would be similarly priced.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny the adjustment value of CBOE #04. Motion carried unanimously.

CBOE #05
Rupp Revocable Living Trust

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. There was discussion, from an earlier conversation, with the Town of Pitkin's building inspector. The building inspector explained to the Assessor's Office that the subject property, along with the lots in comparison, would in fact be considered buildable lots.

Petitioner's Case: Petitioner, Rupp, was present for the discussion via conference call. The petitioner clarified to the CBOE that the subject property was not a buildable lot because it was a vacant lot separated from the parcel by a fifteen foot alley. Because the property was separated from the parcel by an alley, Rupp explained why it would be impossible to build and comply with building codes. Rupp stated there was no electricity and there was no well on the lot. Rupp did not no snow removable and he has to maintain the property during seasonal times.

Commissioner Swenson stated the CBOE could not adjust the value based on the subject property being an unbuildable lot, unless the Town of Pitkin collaborates and provides documentation stating this holds true. The CBOE discussed with Rupp, seasonal access in Pitkin does not determine property values due to the fact that half of the town has plowed roads, and the other half of the town does not have plowed roads.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny the adjustment value of CBOE #05. Motion carried unanimously.

CBOE #06
Rupp Revocable Living Trust

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett clarified that this was a land only property and the home was not included in the value. The Assessor's Office determined the subject properties driveway connected to State Street which was maintained year round.

Petitioner's Case: Petitioner, Rupp, was present for the discussion via conference call. Rupp stated that the comparable properties provided to him were both vacant lots and were not comparable to his property. The petitioner explained to the CBOE and Assessor that the road connecting to State Street was not in fact a driveway, and to access the subject property, one would have to park on State Street and walk to the home.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny the adjustment value of CBOE #06. Motion carried unanimously.

CBOE #07
Martha Walton

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. Spicer clarified to the CBOE and the petitioner the subject property was a ski in, ski out condo on Mt. Crested Butte. The Assessor's Office made a downward adjustment to the subject property when the petitioner first appealed. There was discussion on the overall increase in condo values in the Mt. Crested Butte area due to the amount of bank sales in 2012, which could alter the data collected by the Assessor's Office. Since 2012, Spicer stated there has been a strong recovery within the market sales.

Petitioner's Case: Petitioner, Walton, was present for the discussion. Walton discussed the additional materials provided to the Board. Walton believed the subject property was valued too

high when compared to prior years. Walton explained the value in regards to the neighboring condo units and questioned why the subject property was valued higher than the comparable units.

There was discussion on the time adjusted sales and after referencing the model, there was a 40% average increase in the total values of condo sales between 2012 and 2014. The CBOE explained to Walton, some of the neighboring condos were considered to be unique in the sense because the condos were overlooking the ski hill and were directly on the ski hill.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny the adjustment value of CBOE #07. Motion carried unanimously.

CBOE #08
Robert Minor

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. The Assessor's Office clarified to the CBOE that there were two additional properties on the same account as the example provided by the petitioner (R014166). The two other properties that sold for the same sale price were, R014165 and R070771.

Petitioner's Case: Petitioner, Minor, was present for the discussion via conference call. Minor contested the valuation based upon there being no electricity and location of the property. He stated there was an additional property on the Assessor's website (R014166) sale date of June 15, 2012 which would be most comparable to the subject property. Minor discussed why the example property (R014166) was more comparable to his because of the structure and utilities provided. Looking at the total sales of properties and values, Minor did not believe his property had been fairly assessed and did not agree with the CBOE or the Assessor's Office in regards to Example #3 being an off grid property.

Similar to the subject property, there was discussion referencing Example #3, provided in the Assessor's materials, that this property was also an off grid property and did not have year round access or electricity. Seasonal access and lack of electricity has already been accounted for.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny the adjustment value of CBOE #08. Motion carried unanimously.

CBOE #09
Jamie Watt

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. After completing the analysis on the subject property, the Assessor's Office discovered the subject property is less than half the size it was originally measured. Blackett explained the reason for the discrepancy in measurements and price per square foot of the subject property was because of a re-survey of the centerline of Coal Creek. In turn, this would decrease the square footage calculations of the subject property.

Petitioner's Case: Petitioner, Watt, was present for the discussion. Watt discussed how 90% of the property was underwater and would be impossible to build on. Watt discussed the appraisals performed on the subject property in prior years.

CBOE stated the only way they could make an adjustment was documentation from the Town of Crested Butte stating that the subject property was on an unbuildable lot and was considered a unique property.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny the adjustment value of CBOE #08. Motion carried unanimously.

CBOE #10
Carol Bond327

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. There was a correction to the record since the Notice of Determination was sent out based on the petitioner and several photographs Bond took of the property. Blackett discussed the 216 square foot area previously measured as part of the first floor and should now be considered as part of the garage. Spicer explained to the petitioner, the dollar per square foot approach was used for the subject property.

Petitioner's Case: Petitioner, Bond's daughter Jeri, was present for the discussion via conference call. She was concerned with the surrounding sales prices when looking at the assessment of the subject property. The petitioner was concerned that the assessed value was not relevant to the true market value of her property. Looking at materials provided by Bond, the living space was estimated to be 2,000 square foot and the Assessor's Office measurement was 2,355 square foot of living space after the adjustment.

There was discussion on the time adjusted sales price for the subject property and how the calculations were made for the determination of value. The CBOE discussed the discrepancy of square footage of the house and the garage. Swenson clarified that the Assessor had made the adjustment of the total square footage of the property to accurately determine the value based on dollar per square foot.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjust the value of CBOE #10 from $385,560 to $360,590. Motion carried unanimously.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to adjust the value of R005580 from $215,490 to $206,410. Motion carried unanimously.

CBOE #11
Christopher Kaskow

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen clarified that the subject property was a bank sale.

Petitioner's Case: Petitioner, Kaskow, was not present for the discussion.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #11. Motion carried unanimously.

CBOE #12
Russell Gillis

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett explained how the net adjustment was calculated to determine the specific sale value on the subject property.

Petitioner's Case: Petitioner, Gillis, was not present for the discussion.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #12. Motion carried unanimously.

CBOE #13
Jerome Denton

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen stated, Example #2 and Example #3 provided by the Assessor's Office did not have a commercial influence.

DRAFT

Petitioner's Case: Petitioner, Denton, was present for the discussion. Denton stated that the examples given by the Assessor were not equal in terms of the location to the town shops. Denton had a high concern with the entryway for the water tanker trucks, the water loading station, and the dump trucks that were directly located across from his property. The petitioner was extremely dissatisfied with the assessment of his property due to the fact that he felt like he was living in an industrial neighborhood.

Spicer presented his case that it would be hard to re-assess a property based on the evidence given because there was not a lot of inventory of similar sales to Denton's property. Spicer looked at previous adjustments made on properties adjacent to the sewer plant, and stated the adjustment typically results in a 15% decrease in value.

There was discussion regarding an adjustment for the neighboring properties within the same block as the subject property.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to table the determination until noon on Friday, July 24, 2015. Motion carried unanimously.

CBOE #14
Harold Webb

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. He discussed that it was a unique property because it was a "cabin only" on Government land. In the documentation provided by the Assessor, Blackett clarified the net adjustment sales price was used for the comparable properties without the land included.

Petitioner's Case: Petitioner, Webb, was present for the discussion via conference call. The petitioner expected the value to increase, but did not expect it to increase by 130% from the prior year. Webb expressed his concern with the comparable properties used by the Assessor due to the fact the examples provided included land with the home and the subject property did not. Webb expressed his concern with no services being provided to his property.

There was discussion on the assessment of Webb's property based on the economic area of sales, to determine the value of improvements. The CBOE suggested an adjustment due to the fact that Webb's property was unique because it was a house on Government land and there were not enough comparable properties to base the determination off of time adjusted sales.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to table the determination until noon on Friday, July 24, 2015. Motion carried unanimously.

CBOE #15
Susan Wyman

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen clarified the subject property included a 1,400 square foot residence, a 952 square foot accessory dwelling, and an unfinished basement. The Assessor's Office recommended an adjustment to the subject property due to the construction quality and condition.

Petitioner's Case: Petitioner, Wyman, was not present for the discussion.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to adjust the value of CBOE #15 from $622,100 to $543,450 per the recommendation from the Assessor's Office. Motion carried unanimously.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to approve Bre Shelton, Deputy County Clerk to use Chairperson Swenson's signature stamp for the letters of determination. Motion carried unanimously.

DRAFT

ADJOURN: **Moved** by Commissioner Houck, seconded by Commissioner Chamberland, to adjourn the meeting. Motion passed unanimously. The July 21, 2015 meeting of the Board of Equalization adjourned at 4:53 pm.

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_____
Paula Swenson, Chairperson

_____
Phil Chamberland, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

_____
Bre Shelton, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft CBOE Minutes; 7-22-2015

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Attached are the 7/22/2015 CBOE meeting minutes for consideration

Fiscal Impact:

Submitted by: Bre Shelton **Submitter's Email Address:** bshelton@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/5/2015

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 8/18/2015

Revised April 2015

GUNNISON COUNTY BOARD OF EQUALIZATION
MEETING MINUTES
July 22, 2015

The July 22, 2015 Board of Equalization meeting was held in the Commissioners' boardroom in the Courthouse located at 200 E. Virginia, Gunnison, Colorado. Present were:

Paula Swenson, Chairperson
Phil Chamberland, Vice-Chairperson
Jonathan Houck, Commissioner

William Spicer, Senior Analyst
Bob Blackett, Appraiser
Alexandra Cohen, Appraiser
Bre Shelton, Clerk to the Board

NOTICE: The Petitioners' and Assessor's exhibits for each case are located in their individual Board of Equalization files. The target appraisal date is June 30, 2014.

CALL TO ORDER: Chairperson Swenson called the July 22, 2015 meeting of the County Board of Equalization to order at 12:59 pm. Chairperson Swenson explained the roles, rights and responsibilities of the Board and the Petitioner during each hearing where a Petitioner and/or a Petitioner's representative was present, either in person or via telephone. Appeal notices were also provided to each petitioner/petitioner's agent.

CBOE #16
Angela Booth/David Owen

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Spicer explained there was an upward trend for single family homes within Econ Area 8.

Petitioner's Case: Petitioner, Owen, was present for the discussion. Petitioner Owen provided additional pictures of the subject property. In reference to the photos, Owen stated his property did not have a driveway and is on a four wheel drive road. Also, the subject property does not have a well or electricity. Owen compared the subject property to his property adjacent (CBOE # 17) which was purchased in August 2014 for $259,000. Owen does not feel his property has been fairly assessed when looking at the comparable properties and believes his property should be valued at $199,440. Owen stated that considering the trend in Econ Area 8 had a 24% increase, his property should have only a 24% increase in value.

There was discussion in regards to the upward trend of market value and percentage increases for single family residences in Econ Area 8. Chairperson Swenson explained to Owen that the assessment is based on total sales within Econ Area 8.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #16. Motion carried unanimously.

CBOE #17
David Owen

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Spicer ex 1:25 explained to Owen that if his particular sale were to be the only sale in the next two years, that it would predominantly determine the value of surrounding properties. Spicer clarified to the CBOE and the petitioner, the examples provided by the Assessor's Office did not show the accurate adjustment prices included in the materials. Spicer stated the net adjustments listed on the examples provided in the packet should be ignored because the prices were not accurate.

Petitioner's Case: Petitioner, Owen, was present for the discussion. Owen stated that the subject property is located at the very end of the road and has an easement going through the property. Owen discussed that the subject property did not have any siding and requested to be reduced to $259,000 which is what it was purchased for after the appraisal cutoff date of June 30, 2014.

There was discussion from the CBOE in relation to the subject property and the examples provided by the Assessor's Office as to what the correct determination was for Webb's property. Looking at the examples provided, Chairperson Swenson stated that the subject property should be similar in value if the Assessor's Office is referencing the examples provided.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #17. Motion carried unanimously.

CBOE #18
David Owen

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett explained that there has been no time adjustments performed for Econ Area 2 and there was an estimate of forty sales in the town of Crested Butte.

Petitioner's Case: Petitioner, Owen, was present for the discussion. Owen explained three additional comparable sales provided in the materials. Looking at the sales Owen stated the comparable properties came in all around the $800,000 price.

CBOE discussed the examples provided from the Assessor's Office and clarified to Owen that the example properties were used in the calculations to determine the value of Owen's property.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #18. Motion carried unanimously.

CBOE #19
David Owen

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett presented two additional photos for evidence and explained that there were square footage discrepancies between the Assessor and Owen's examples. Spicer discussed with Owen that when looking at example properties from the MLS site is not always reliable due to the fact that when a realtor posts a property the measurements are not always consistent.

Petitioner's Case: Petitioner, Owen, was present for the discussion. Owen discussed that it was extremely difficult to sell his property because it had a deed restriction attached. Owen discussed that his property is very hard to value because there are so few of them to use as comparable properties. The petitioner did not believe the basement should be included in any measurements because in the Town of Crested Butte, the basement is not considered as part of the square footage of the house.

There was discussion about properties which included accessory dwellings and were deed restricted in the Town of Crested Butte. CBOE explained to Owen that they cannot look

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #19. Motion carried unanimously.

CBOE #20-#27
David Owen

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen pointed out that there were five sales in 2014, and were all affected by the streamed drainage ditches. Account R044995, which Owen purchased within the appraisal timeframe for $30,000 and sold for $45,000, there was an increase in value in Crested Butte South. Cohen explained the Assessor's Office did look at a number of steep lots with similar attributes which were comparable to Owen's property.

Petitioner's Case: Petitioner, Owen, was present for the discussion. Owen explained there were an estimate of twenty one sales from 2012-2014, and only five were above $50,000. Owen's concern is to why his property was adjusted 60% when the increase of property values from

2012-2014 was only 14%. Owen believes that the ditches do not hold that much significance to the assessed value of the property. The petitioner stated that the properties which he owns do not match the $55,000 valuation of the subject property and does not feel the subject property is being fairly assessed. The petitioner concluded, he felt a fair valuation of the property which included the ditch to be adjusted to $40,000 and the property which does have a ditch to be adjusted to $30,000. Owen clarified to the Assessor's Office, the subject lots being discussed all had issues in relation to the steepness of the terrain.

There was discussion on the comparable properties that had ditches, and the comparable properties that were bank sales in the area. The CBOE questioned a sale in June 2014 of $56,000 and Owen did not agree with this data. Owen stated the sale in June 2014 actually sold for $40,000.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #20-#27. Motion carried unanimously.

ADJOURN: Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjourn the meeting. Motion passed unanimously. The July 22, 2015 meeting of the Board of Equalization adjourned at 2:31 pm.

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_____
Paula Swenson, Chairperson

_____
Phil Chamberland, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

_____
Bre Shelton, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft CBOE Minutes; 7-27-2015

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Attached are the 7/27/2015 CBOE meeting minutes for consideration

Fiscal Impact:

Submitted by: Bre Shelton **Submitter's Email Address:** bshelton@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/6/2015

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 8/18/2015

Revised April 2015

GUNNISON COUNTY BOARD OF EQUALIZATION
MEETING MINUTES
July 27, 2015

The July 27, 2015 Board of Equalization meeting was held in the Commissioners' boardroom in the Courthouse located at 200 E. Virginia, Gunnison, Colorado. Present were:

Paula Swenson, Chairperson
Phil Chamberland, Commissioner
Jonathan Houck, Commissioner

William Spicer, Senior Analyst
Bob Blackett, Appraiser
Alexandra Cohen, Appraiser
Bre Shelton, Clerk to the Board

NOTICE: The Petitioners' and Assessor's exhibits for each case are located in their individual Board of Equalization files. The target appraisal date is June 30, 2014.

CALL TO ORDER: Chairperson Swenson called the July 27, 2015 meeting of the County Board of Equalization to order at 8:31 am. Chairperson Swenson explained the roles, rights and responsibilities of the Board and the Petitioner during each hearing where a Petitioner and/or a Petitioner's representative was present, either in person or via telephone. Appeal notices were also provided to each petitioner/petitioner's agent.

CBOE #80
Virgil Meadows/Josephine Meadows

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. Spicer clarified that the Assessor does not value a modular condo complex any differently that a condo unit that is not a modular structure. Moreover, the mass appraisal sales approach was used for valuation.

Petitioner's Case: Petitioner, Meadows, was not present for the discussion. Meadows was scheduled for a conference call and was not able to be reached at their scheduled time slot. The CBOE proceeded with the petitioner's hearing. Spicer had a previous conversation with Meadows that his concern with the valuation of his property was that his condo and complex are considered a modular structure.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #80. Motion carried unanimously.

CBOE #81
Lynn White8:45

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen discussed the time adjusted sales price and explained why this particular method was used to determine the value of the subject property. The time adjusted sales data was taken from July 1, 2011 to June 30, 2014. The Assessor's Office saw an estimate of 0.5% increase in property values in the Skyland Area based on the data collected. Spicer explained to the petitioner and the CBOE, the reason for the time adjusted sales model is to identify the influence of neighborhoods, size, condition, and location.

Petitioner's Case: Petitioner, White, was present for the discussion. White discussed from the previous assessment to the current assessment their property increased an estimate of 50%. There was discussion on comparable properties provided by White which the petitioner believed the square footage and price per square foot was most similar to their property.

The CBOE clarified and discussed that the subject property was compared to total sales in the same Econ Area for single family homes to determine the value of the property. There was discussion on the particular area of White's townhome, and that there was a significant increase in value. The CBOE assured White that the increase in property value would not increase their property taxes by the same amount. There was discussion on why the mass appraisal approach was used when valuing property.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #80. Motion carried unanimously.

CBOE #82
Dennis Schneider

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. The Assessor's Office recommends an adjustment to the subject property value to $415,330 due to prior adjustments calculated for the Golf Villas neighborhood.

Petitioner's Case: Petitioner, Schneider, was not present for the discussion.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to adjust value of CBOE #82 from $489,290 to $415,330. Motion carried unanimously.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to adjust value of R030349 from $323,830 to $274,880, R030350 from $333,840 to $283,370, R030351 from $382,790 to $324,920, and R030352 from $370,190 to $314,220. Motion carried unanimously.

CBOE #83
Steven Kelly

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. Spicer explained to the CBOE that when the assessment was performed, this property was treated as a property that was not on the river. Spicer explained, when using the time adjusted sales price, when Kelly received his Notice of Determination his property had been adjusted.

Petitioner's Case: Petitioner, Kelly, was present for the discussion. Kelly expressed concern with his property not being on the river and felt his property was not valued fairly when compared to units that were on the river. Kelly questioned why his property was so close in value to the units that were on the river when referencing the previous year's valuations. Kelly does understand the method of using time adjusted sales; however, when referencing the comparisons provided he does not feel his condo has been fairly assessed. There was discussion on the two units that were attached to his unit that were assessed at a different value. Kelly believed his property should be assessed at the same rate as the two comparable units next to him.

The CBOE explained to Kelly that with the lack of housing in Gunnison County, condos are becoming the niche for affordability, which in turn is causing the condo area's to increase their value. There was discussion on the sales of condos during the June 30, 2014 time frame and that Kelly's property was valued based on the total condos sold in the particular Econ Area.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #83. Motion carried unanimously.

CBOE #84
William Clearwater

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett noted, from prior appeals of this property, the Assessor's Office still retains adjustments on the structure portion of the value. Blackett clarified the basement of the subject property is considered as a crawlspace due to the structural issues the basement holds. Because the subject property is oversized for the area, the Assessor's Office is calculating a downward adjustment. Blackett discussed the time adjusted sales for single family residential sales.

Petitioner's Case: Petitioner, Clearwater, was present for the discussion via conference call. Clearwater discussed a comparable property in his area which had similar structure, similar square footage, and was sold after the June 30, 2014 time frame and decreased in value. Clearwater explained that his property had several physical issues and was not assessed fairly at the increase of 21% which was determined.

The CBOE clarified to Clearwater that the example that he provided could not be used due to the fact that it was sold outside of the timeframe. The CBOE also explained to Clearwater that the total number of sales in the area had to be used when valuing properties in the previous three years for the petitioner's particular property. There was clarification that the condition and the quality of Clearwater's property are being accounted for in the formula which was used for determination of value.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #84 based on the evidence given. Motion carried unanimously.

CBOE #85
Marvin Poer & Co.

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials.

Petitioner's Case: Petitioner, Poer, was not present for the discussion.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #85 based on the evidence given. Motion carried unanimously.

CBOE #86
Margaret Esslinger

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett clarified when using the time adjusted sales for Econ Area 8 referenced the previous three years when determining the value of Esslinger's property. Blackett explained that the water influence referenced for this property is referencing Tomichi Creek.

Petitioner's Case: Petitioner, Esslinger, was not present for the discussion.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #86 based on the evidence given. Motion carried unanimously.

CBOE #87
Mark Hall

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. There was discussion on the time adjusted sales approach and Blackett explained to Hall that this was the method used for the three year time frame to determine the value of Hall's property. Blackett explained how total sales were used in Econ Area 8 to determine the property value of all sales within the time frame of June 30, 2014. Age, size, and condition were all determining factors of Hall's property when performing a mass appraisal approach.

Petitioner's Case: Petitioner, Hall, was present for the discussion. Hall does not feel the property is fairly assessed because there is no service from the County other than maintenance of the dirt road to the property. The petitioner has to maintain everything but the dirt road for his property. Hall expressed his concern that unless market values have sky rocketed, that his property is not fairly assessed when referencing the evidence.

The CBOE clarified that the Assessor's Office, by law, have to utilize the time adjusted sales on the calculation of value of properties. The CBOE clarified to the Petitioner the services within the area were taken into account when calculating the net adjustments for the subject property. The CBOE referenced the examples given, and determined that Hall's property fell into the average value of properties within Econ Area 8. There was discussion on why the mass appraisal had to be used to equally value property and an individual fee appraisal was not a method that could be used due to the statutory requirements.

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Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #87 based on the evidence given. Motion carried unanimously.

CBOE #88
Gordon Moore

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen clarified that there was a sale that was not represented in the valuation due to the fact that it was a bank sale which typically sells for a lower amount. When looking at total single family sales in Econ Area 6 there was a 0.56% increase per month. Econ Area 6 does not include the Town of Crested Butte. Spicer clarified the condition of Moore's property and referenced interior photos. Spicer clarified to the petitioner that a field inspection is the most accurate way of determining the value of any property.

Petitioner's Case: Petitioner, Moore, was present for the discussion. Moore provided additional material that was not included in the packet from the Skyland Area. There was discussion on the square footage calculations of Moore's property and believed the value of the subject property should be $1,306,726. Moore explained that the increase on his property was very drastic and his property should not be valued at the increase that was determined on his property. Moore believes that using the mass appraisal approach does not always accurately represent the value of a property. Petitioner Moore stated that he had previously spoken with Cohen about the condition of his property and the category it fell in. Moore took a questionnaire with Cohen and the results from Moore's answers, in turn, changed the category from very good condition to good condition. After Cohen visited the property, the determination of Moore's property was considered very good condition. Moore stated that he wanted to use comparable properties in the Skyland area because he feels these properties are most similar to his property.

The CBOE stated that the biggest discrepancy was the condition of Moore's property and which category it fell under, very good or good. There was discussion based on the additional information provided by Moore, that there were some missing factors, which Moore did not account for, within the home that would categorize the petitioner's property as very good condition. There was discussion on the condition category Moore's property was assessed at. When referencing the pictures and the analysis that was given from the Assessor's Office, the CBOE determined that the subject property was accurately assessed.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #88 based on the evidence given. Motion carried unanimously.

CBOE #89
KNB Acquisitions Inc.

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials and believes the value is supported by the evidence given. Spicer clarified the property was not complete on the appraisal date, but the property was complete on the assessment date. For completion, properties must be complete by the assessment date of January 1st of the particular year.

Petitioner's Case: Petitioner, KNB Acquisitions Inc., was not present for the discussion. The Petitioner explained in the evidence provided that this property was not completed/finished at the time of the appraisal and was not fairly valued. Referencing the materials provided by the petitioner, KNB stated the subject property was listed in June of 2015 with an additional $30,000 repair allowance.

There was discussion on the zoning of the subject property and explained it backed up to a townhome and was across the street from Chipeta Hall. There was clarification from Spicer and the CBOE stating the subject property was acquired April of 2015 from the Public Trustee.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #89 based on the evidence given. Motion carried unanimously.

CBOE #90
Susan Rychel

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. The Assessor's Office has not physically inspected the subject property after the appeal was made by the petitioner. Spicer clarified that appliances do not affect the real property value, unless the appliances are truly built into the structure of the home.

Petitioner's Case: Petitioner, Rychel, was not present for the discussion. The petitioner supplied information regarding the condition, and stated the subject property was used as a rental.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #90 based on the evidence given. Motion carried unanimously.

CBOE #91
Brent Rowland11:38

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials.

Petitioner's Case: Petitioner, Rowland, was not present for the discussion. Rowland noted that no other home in this area had an increase this large.

The property in Arrowhead compared to the subject property was an accurate comparison.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #91. Motion carried unanimously.

CBOE #93
Carl Long1:15

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials and discussed that a mass appraisal approach was used to value the subject property. Spicer discussed that the examples provided had some sort of water influence which relates to Long's subject property. Spicer explained that one difference between the subject property and Buffington's property was the condition of the improvements and even though the example given by Long was across the ditch, it was not considered part of the same neighborhood. Spicer clarified to the CBOE that this particular neighborhood was Rio Vista West Branch. Spicer suggested that there be an adjustment and to adjust the value of the subject property and make a neighborhood adjustment.

Petitioner's Case: Petitioner, Long, was present for the discussion. Long explained that their property was not on the main river, but was on the West branch and was considered an irrigation ditch. Long referenced the Buffington house as an example and explained that there was a discrepancy with the square footage of the subject property vs. the square footage of Buffington's property. Long felt that his property was not fairly valued when looking at the comparable properties within the neighborhood.

There was discussion on whether or not Spann could cut of the ditch and whether or not it would change the valuation of Long's property.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjust the value of CBOE #93 from $480,740 to $433,460. Motion carried unanimously.

CBOE #94
James Donnell1:40

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen explained that the petitioner's estimated value of $822,480 was based on an older set of sales and did not accurately determine the value. She stated that the subject property had a significant amount of differences when referencing the neighboring properties.

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Petitioner's Case: Petitioner, Donnell, was not present for the discussion. Donnell stated in a letter that he believed his property should be valued at $822,480 and his property was assessed at a higher value compared to his neighbors.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #94. Motion carried unanimously.

CBOE #95
Neil Bratcher

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett discussed the increase in value due to the time adjusted sales in the subject area.

Petitioner's Case: Petitioner, Bratcher, was present for the discussion via conference call. Bratcher stated that the subject property was built forty-five years ago, the structure has not changed and does not feel like his property will sell at the value at which it was assessed. The petitioner explained that his house has been on the market for over four years and there has been no activity. Bratcher expressed his concern about how taxes in Gunnison County were dispersed.

There was discussion on the net adjustments calculated for the subject property. There was discussion between the CBOE and the Assessor's Office to go to the subject property and take a physical inspection to determine the quality and condition of Bratcher's property.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to table the decision of CBOE #95 until August 4th. Motion carried unanimously.

CBOE #97
William Sandifer Trust

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. The Assessor's Office recommended a 25% obsolescence adjustment to the subject property due to heavy commercial activity and prior neighborhood adjustments.

Petitioner's Case: Petitioner, Sandifer, was not present for the discussion.

Moved by Commissioner Houck, seconded by Commissioner Chamberland to adjust the value of CBOE #97 from $264,290 to $190,860. Motion carried unanimously.

CBOE #98
Cooley Family LLC, James Cooley

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen explained after reviewing the property, the condition of the subject property would be classified as fair quality and an adjustment of $414,340 would be made. There was discussion on the time adjusted sales of average quality single family homes and Cohen clarified that there was a 1% increase per month. Spicer clarified to Cooley that, by law, a mass appraisal approach of the total sales in single family homes must be used when determining the value of property.

Petitioner's Case: Petitioner, Cooley, was present for the discussion. Cooley clarified that the subject property was used as a vacation home. His property has very few trees, and does not sit on the water and believes the 58% increase was not an accurate assessment. Cooley does not agree with the method of determining value of properties by using the total amount of sales. He believes his should be valued at a lower rate due to square footage and the amount of acreage the subject property has compared to the examples given.

The CBOE clarified to Cooley that a mass appraisal approach must be used to equally determine property values.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjust value of CBOE #98 from $452,640 to $414,340. Motion carried unanimously.

CBOE #99
Patuxent Partners LLC, Jay Shipowitz

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. There was no time adjustment performed on this subject property because there was not enough sales within the Town of Crested Butte. Spicer explained that the majority of the adjustment made on the subject property was because it was within the Kapushion subdivision, which has a higher number of sales, and a mass appraisal approach, by law had to be executed.

Petitioner's Case: Petitioner, Shipowitz, was present for the discussion via conference call. Shipowitz discussed the sales in Crested Butte provided by his realtor and does not feel his property is fairly assessed. The petitioner referenced the comparable properties value and square footage and felt his subject property did not fall within the average assessed value. Shipowitz explained that the Aspen Hill properties are not comparable to his property and should not be used as a reference for his property. The petitioner referenced 404 Butte and stated that 404 Butte was newer and had similar, if not better views than the subject property.

The CBOE discussed the living space, and the square footage of land Shipowitz's property to comparable properties. There was discussion on the extra 200 square feet on the backside of the subject property and whether or not it should be considered part of the square footage or considered an accessory dwelling which may change the value. The CBOE stated that because the quality of construction was considered very good condition, in turn, it would increase the value of the subject property.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #99. Motion carried unanimously.

CBOE #102
Paul Edstrom

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. Spicer explained the mass appraisal approach to petitioner Edstrom, and discussed that the only sales in the Spring Creek area were much smaller properties than the subject property. In relation, Spicer recommended an adjustment on the subject property because it is considerably larger than the neighboring properties. Spicer explained to the CBOE that Edstrom's property consisted of two homes on the same piece of land, could be sold independently, and were valued as a combined property when determining the value.

Petitioner's Case: Petitioner, Edstrom, was present for the discussion. Edstrom referenced one examples from the Assessor's Office which also had two houses on the same piece of land. Based on Edstrom's calculations, he believes the final price of the subject property should be valued at $953,739 for the main house, and valued between $235,000-$252,000 for the cabin. Edstrom referenced three additional properties in Ohio Creek, on the Gunnison River, and Lost Canyon, and stated that his property should be similar in comparison to the properties he provided. Edstrom stated that his property was on a private road and does not maintained by the county.

There was discussion on the examples provided by Edstrom and the condition of the subject property vs. the condition of the examples given. The CBOE explained that the difference in condition of properties would affect the value of properties.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to adjust value of CBOE #102 from $1,789,920 to $1,637,250. Motion carried unanimously.

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CBOE #101
Jane Wolf Revocable Grantor Trust

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. Spicer clarified that there has not been a physical assessment on the subject property and would like to do a physical inspection on Wolf's property.

Petitioner's Case: Petitioner, Wolf, was present for the discussion via conference call. Wolf explained that the subject property was built as a hunting cabin and was unfinished and should not be considered at the average condition it was appraised for. Wolf agreed for the Assessor's Office to perform a physical inspection of the subject property.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to table the decision of CBOE #101 until August 4th. Motion carried unanimously.

CBOE #100
Susan Dunda

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. Spicer clarified the subject property included an additional building, but was considered a garage/living area on the same parcel. There was discussion about the subject property having similarities to CBOE #102 and recommended a 15% obsolescence.

Petitioner's Case: Petitioner, Dunda, was not present for the discussion.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to amend CBOE #100 to $774,580. Motion carried unanimously.

ADJOURN: **Moved** by Commissioner Chamberland, seconded by Commissioner Houck, to adjourn the meeting. Motion passed unanimously. The July 27, 2015 meeting of the Board of Equalization adjourned at 3:50 pm

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_____
Paula Swenson, Chairperson

_____
Phil Chamberland, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

_____
Bre Shelton, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft CBOE Minutes; 7-28-2015

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Attached are the 7/28/2015 CBOE meeting minutes for consideration

Fiscal Impact:

Submitted by: Bre Shelton **Submitter's Email Address:** bshelton@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/7/2015

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 8/18/2015

Revised April 2015

GUNNISON COUNTY BOARD OF EQUALIZATION
MEETING MINUTES
July 28, 2015

The July 28, 2015 Board of Equalization meeting was held in the Commissioners' boardroom in the Courthouse located at 200 E. Virginia, Gunnison, Colorado. Present were:

Paula Swenson, Chairperson
Phil Chamberland, Commissioner
Jonathan Houck, Commissioner

William Spicer, Senior Analyst
Bob Blackett, Appraiser
Alexandra Cohen, Appraiser
Bre Shelton, Clerk to the Board

NOTICE: The Petitioners' and Assessor's exhibits for each case are located in their individual Board of Equalization files. The target appraisal date is June 30, 2014.

CALL TO ORDER: Chairperson Swenson called the July 28, 2015 meeting of the County Board of Equalization to order at 8:15 am. Chairperson Swenson explained the roles, rights and responsibilities of the Board and the Petitioner during each hearing where a Petitioner and/or a Petitioner's representative was present, either in person or via telephone. Appeal notices were also provided to each petitioner/petitioner's agent.

CBOE #67
Advanced Adbag Packaging Inc.

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. The total valuation for both the storage and the house was $416,460. The Assessor's Office explained, there were no time adjusted sales calculations for the subject property because there were less than fifty commercial sales throughout the county.

Petitioner's Case: Petitioner, Advanced Adbag Inc., was not present for the discussion. The petitioner did not believe that this property was fairly valued and should not have had an increase.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #67. Motion carried unanimously.

CBOE #68
Community Banks of Colorado (Kendra Goldstein)

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett stated that there were under fifty commercial sales in the county and used the market approach to determine the value of this property. Blackett explained the data in Crested Butte regarding square footage is very limited and typically the Assessor tries to collect income data, but explained that it has been a struggle over the years. There was discussion on using comparable properties outside of the county.

Petitioner's Case: Petitioner, Goldstein, was present for the discussion via conference call. Goldstein explained that to determine the value of the subject property, the income approach was used. Since the commercial sales in Gunnison County were low, Goldstein discussed comparable sales based out of the Metro Denver area and the Front Range area. Goldstein referenced the exhibits provided in the materials and discussed the comparable properties, the square footage, and the nature of the land. Goldstein believes that value of the subject property should be $175 per square foot, based on the comparable market values. Originally, the petitioner applied a 20% downward adjustment to the property because the location was not as desirable as properties in the Denver Metro area. After consideration, Goldstein determined her original 20% adjustment was not appropriate with the unique nature of the Crested Butte area. Goldstein requested that the income and market approach be equally considered to determine the real value of the subject property.

There was discussion on the scarcity issues in Crested Butte in relation to an increase in property values. In the town of Crested Butte there is a significant increase of property values compared to the rest of the county. This is because there is very limited areas for commercial

properties, which in turn will increase the property values. Based on the location of the subject property, and the sales price estimate, the CBOE and Assessor believe that the property is fairly valued.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #68. Motion carried unanimously.

CBOE #69
Community Banks of Colorado (Kendra Goldstein)

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett explained that from prior appeals there was a downward adjustment based on the structure of the building and foundation issues.

Petitioner's Case: Petitioner, Goldstein, was present for the discussion via conference call. Goldstein explained that the market rental rates were considered to determine the value of the subject property. There was discussion on making a 20% downward adjustment. The petitioner stated the analysis calculated for CBOE #68 was used for the subject property.

The CBOE discussed how the subject property was identical to CBOE #68, and believed the Assessor's Office correctly determined the value of both CBOE #68 and CBOE #69.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #69. Motion carried unanimously.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjust R010460 from $326,390 to $295,060 based on prior neighborhood adjustments. Motion carried unanimously.

CBOE #70
Crested Butte Synergy; Catherine Benson8:59

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett explained that this property was considered a mixed use, mixed classification property. There was discussion that the subject property must be a long term rental or owner occupied. Blackett stated that the residential property was valued at $261,800 which included a portion of the land and a portion of the building. The time adjusted sales approach was not used for this property.

Petitioner's Case: Petitioner, Benson, was present not for the discussion. Referencing the materials provided by the petitioner, there was discussion regarding the deed restriction on the subject property.

There was discussion on the location of the subject property.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #70. Motion carried unanimously.

CBOE #96
The Weekley Family CB LLC. Aaron Huckstep

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen stated that the subject property was considered average condition and this factor was one of the major increases in regards to the subject property. There was discussion with Huckstep that the mass appraisal approach was used to determine the value of the subject property. When looking at the fee appraisal, Spicer explained to Huckstep that A-frame homes do not sell at the same value as conventional style properties.

Petitioner's Case: Petitioner, Huckstep, was present for the discussion via conference call. Huckstep discussed the square footage difference and the adjustments made referencing the examples provided. Huckstep believes that his property should be valued using the fee appraisal approach.

The CBOE explained to Huckstep that the examples used must be within the June 30, 2014 time frame for the determination of value.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #96. Motion carried unanimously.

CBOE #71
Better to Ski LLC. Aaron Huckstep 9:30

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett clarified that the subject property was considered a mixed use and mixed classification property, a retail property and a residential dwelling. Referencing the examples provided by Huckstep, Blackett explained that the condominium examples were not considered accurate when determining the value of the subject property.

Petitioner's Case: Petitioner, Huckstep, was present for the discussion via conference call. Huckstep did not agree with the condition of the property and the standards the Assessor's Office considered the subject property to be. The petitioner believes that the quality of construction and condition of the subject property should be considered below average.

There was discussion on what the condition of the property was at the time of sale, not after a re-model was implemented. The CBOE clarified that the assessment period for the subject property was July 1, 2012 through June 30, 2014.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #71. Motion carried unanimously.

CBOE #72
Chris Dickey

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. There has not been a physical inspection on the subject property.

Petitioner's Case: Petitioner, Dickey, was present for the discussion. Dickey argued that he recently received a professional appraisal done in May, 2015. Based on the market approach and comparable sales he does not believe his property has been fairly valued. Dickey referenced the examples he provided to the Assessor and the CBOE. Dickey based the value he thought his property was worth based upon a realistic assumption.

There was discussion about the condition of the back section of the subject property being a garage or considered a warehouse. The CBOE agreed that the back section of the subject property was not in the condition that it was assessed. There was discussion comparing the subject property to the Tango and the condition of the back section.

9:59Moved by Commissioner Chamberland, seconded by Commissioner Chamberland, to table CBOE #72 for a physical inspection to be performed by the Assessor's Office to determine the property value. Motion carried unanimously.

CBOE #73
Chris Dickey

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials and believes the subject property is accurately valued.

Petitioner's Case: Petitioner, Dickey, was present for the discussion. Dickey explained that the accessory dwelling the Assessor determined the property to have did not hold true. It was in fact a storage room.

10:05Moved by Commissioner Houck, seconded by Commissioner Chamberland, to table CBOE #73 for a physical inspection to be performed by the Assessor's Office to determine the property value. Motion carried unanimously.

CBOE #74
Adele Virden; Representative: Dick Bratton

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Based on classification changes, the Assessor's Office suggested an adjusted value of $9,430 to the subject property.

Petitioner's Case: Petitioner, Bratton, was present for the discussion.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to adjust the value of CBOE #74 from $860,350 to $9,430 based on the classification change to agricultural. Motion carried unanimously.

CBOE #92
Oil Decendants Trust Tom Moncrief; Representative: Dick Bratton

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. After a physical inspection was done by the Assessor's Office there was an adjustment to the subject property. Blackett clarified that the aerial view of the subject property is considered to be a river front property.

Petitioner's Case: Petitioner, Bratton, was present for the discussion. Bratton discussed that there was another comparable property that was not used in the materials. There was discussion on the location of the subject property and it should not be considered a riverfront property. Bratton believes that the subject property should be adjusted more than the $50,000 that was already implemented.

There was discussion regarding the sale of the subject property and the recreational use agreement Moncrief had with the people currently living in the house.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjust value of CBOE #92 from $466,390 to $416,160. Motion carried unanimously.

CBOE #75
Dalco Inc.; Tony Smith

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett clarified the account was an undivided fifth interest, therefore, the Assessor's Office is looking at 20% interest in the 99+ acres. Based on the Doyleville Cattle Pool Lease, the Assessor was not able to establish an agricultural use on the current year of the subject property because the Doyleville Cattle Pool was not permitted by the forest service to run cattle in the Taylor Park area. The Assessor's Office did not originally recognize the subject property as being a 4x4 access road, so Blackett recommended a change of value to $31,520 for the subject properties fifth interest.

Petitioner's Case: Petitioner, Smith, was present for the discussion. Smith provided a Taylor Park Cattle Pool Lease Agreement to the CBOE and the Assessor.

There was discussion with Smith that all parties to the lease had to be present and agree to the terms and to establish agricultural classification there must be two years of permissive use. The lease could not be adjusted until 2017 for the property to be considered Agricultural classification.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjust the value of CBOE #75 from $ 42,020 to $31,520. Motion carried unanimously.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjust R042158 from $42,020 to $31,520 and R071206 from $126,070 to $95,550.

CBOE #76
Dalco Inc.; Tony Smith

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett stated that the Forest Service only allows the cattle to run through the cattle pool every third year. Blackett believed the valuation of the subject property was an accurate amount. To be considered Agricultural classification, there must be an ongoing use of the land every consecutive year.

Petitioner's Case: Petitioner, Smith, was present for the discussion. Smith questioned how he was supposed to obtain Agricultural Use classification if the Forest Service was limiting moving cows every three years. The petitioner

There was discussion regarding the location of the subject property, private land use, and what the agricultural operation entailed with the lease the petitioner was attached to.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #76 based on the presentation. Motion carried unanimously.

CBOE #77
Taeco LLC; Tony Smith

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. The subject property is also involved with the Doyleville Cattle Pool Lease Agreement as previously stated. Blackett clarified to the petitioner that the 4x4 access was already taken into account for the valuation of the property.

Petitioner's Case: Petitioner, Smith, was present for the discussion. Smith provided an additional lease with Deb R. stating that she runs her cows on the subject property and an exchange is made between Deb and Smith for gravel or hay. Smith discussed that Deb R. has been running cattle for the last fifteen years on the subject property, and is one reason why the petitioner is trying to obtain Agricultural status.

There was discussion regarding the Forest Service allotments on the subject property. The CBOE clarified that there was no fencing around the subject property.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #77. Motion carried unanimously.

CBOE #78
Taeco LLC; Tony Smith

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. There was discussion that the valuation of the subject property was referenced a per acre cost.

Petitioner's Case: Petitioner, Smith, was present for the discussion. Smith discussed with the CBOE that the road to the 19 acres had a sign stating "road closed" and was also sitting adjacent to a cliff. Smith questioned why the subject property increased in value, when the petitioner's adjacent property decreased in value.

The CBOE referenced a photo in regards to the two different accesses of roads on the parcel. There was also discussion with Smith explaining that a route can be closed for general use but can be open to a landowner.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #78. Motion carried unanimously.

CBOE #79
Jill Norris

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. He clarified that there were no time adjusted sales applied to vacant land within Dos Rios. Spicer stated that the Assessor used a regression analysis and included improved sales in the area. Spicer discussed the land location of the subject property in relation to the lots that were on the golf course or were considered to be treed lots. Less than ten sales were used in the regression analysis for improved lots.

Petitioner's Case: Petitioner, Norris, was present for the discussion via conference call. Barbara Butler was also present via conference call with Norris. Norris questioned why on golf course lots and treed lots are considered to be equivalent and did not feel her property was fairly assessed. There was discussion about the views of the subject lots and the comparable properties. Butler was concerned with the amount of sales used in the regression analysis. Norris stated that her property has been on the market for a number of years and has not sold or had any interest.

There was discussion on the views of the two comparable properties compared to the subject property. The CBOE stated that the properties that lie on the river did hold a higher value than the treed properties. The CBOE suggested a neighborhood adjustment be considered for the determination of value because the data set provided by the Assessor was very small.

Moved by Chairperson Swenson, seconded by Commissioner Chamberland, to adjust the value of CBOE #79 from $132,500 to $115,000 as well as making a neighborhood adjustment. Motion carried unanimously.

The CBOE recessed the meeting at 11:35 am to meet as the Board of County Commissioners.

CALL TO ORDER: Chairperson Swenson called the July 28, 2015 meeting of the County Board of Equalization back to order at 1:45 pm. Chairperson Swenson explained the roles, rights and responsibilities of the Board and the Petitioner during each hearing where a Petitioner and/or a Petitioner's representative was present, either in person or via telephone. Appeal notices were also provided to each petitioner/petitioner's agent.

CBOE #393-#396
GM Worsley Inc.; Greg Worsley

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett clarified to the petitioner that time adjusted sales was used to determine the value of the subject property. Blackett clarified to the petitioner that the Assessor's Office would need information from 2013 including income expenses on a per unit basis.

Petitioner's Case: Petitioner, Worsley, was present for the discussion via conference call. Worsley does not believe the evidence provided are accurate comparable properties to his subject property. He stated his subject property was valued at $99,000 for his last evaluation. Worsley discussed that the value of his subject property should be valued in relation to the income and expense standpoint. The petitioner does not understand how his property would increase by 36%. There was discussion on the personal loss, and net operating loss of income for the parking lot that was replaced and redone.

The CBOE expressed concern that the subject property is a metal structure converted into a retail building, and questioned if the condition of the property was accurate. The CBOE discussed that the improvements made to the mall would hopefully increase the desirability for tenants of Mountain Meadows Mall.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #393, #394, #395, #396. Motion carried unanimously.

CBOE #112
Jaylene Park

Assessor's Case: The Assessor's Office clarified to the CBOE the subject property was a stipulation.

Petitioner's Case: Petitioner, Park, was not present for the discussion.

The CBOE explained the subject property was a stipulation and was going to be classified as agricultural instead of vacant.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to accept the stipulated value of CBOE #112 in the amount of $390. Motion carried unanimously.

CBOE #103
James Jonely

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials.

Petitioner's Case: Petitioner, Jonely, was present for the discussion. The petitioner provided and explained in a letter several additional examples in his materials along with a photo of another listing. Jonely stated in a letter, Examples #2 and #3 are year round access. Opposed to Jonely's statement, the Assessor's Office clarified the two example properties previously stated were not year round access and could not be accessed with an automobile. Jonely mentioned in his evidence provided that the property was furnished.

There was discussion about the condition assessment of Example #1 provided by the Assessor. There was also discussion about the example property Jonely listed which sold outside of the assessment time frame and could not be taken into consideration.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #103. Motion carried unanimously.

CBOE #104
H2 Properties Inc.; Andrew Hicks

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett stated that Example #1 in the materials has been annexed into the subdivision.

Petitioner's Case: Petitioner, Hicks, was not present for the discussion.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #104. Motion carried unanimously.

CBOE #105
Andrew Hicks

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett explained that the subject property is located adjacent to a main road in the subdivision which would classify it differently than a property not on a main road. Blackett explained, the adjustments made to the subject property and surrounding properties are from a whole set of Arrowhead sales. The Assessor's Office felt the value of the subject property was accurate.

Petitioner's Case: Petitioner, Hicks, was not present for the discussion. In the materials, Hicks stated there were some steepness issues on the west side of the subject property.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #105. Motion carried unanimously.

CBOE #106
John Bocchino

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. Spicer explained the method of the mass appraisal approach and time adjusted sales and how it was used for the subject property to equitably value the property. There was a .569% upward adjustment per month in the subject property area. The sale of the subject property occurred in August of 2013.

Petitioner's Case: Petitioner, Bocchino, was present for the discussion. Bocchino believed the subject property was asses to high. Bocchino stated that there was a recent appraisal done on the property which showed a lower value than what was given by the Assessor. Bocchino referenced the email written by Cathie Elliott, which was part of the materials given by the petitioner, stating the subject property was not worth what it was assessed at. During the appraisal period, Bocchino mentioned there were only five properties that sold in Econ Area 1, and they were all river properties which does not relate to the subject property. Bocchino believed that their property was closer to the appraisal value of $490,000.

There was discussion on the location of the subject property. There was discussion referencing the model of the sales ratio and why the scatter of properties has to be fairly close to accurately determine the value of a property. The CBOE clarified to Bocchino that the reason for the increase from 2013 to 2015 was because the value of the property in 2013 was looking at data from 2011.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #106. Motion carried unanimously.

CBOE #107
Eduardo Martinez Morales

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. Spicer explained the mass appraisal approach of Econ Area 6 for the subject property. Spicer stated that Morales' home had average views when classifying the property.

Petitioner's Case: Petitioner, Morales, was present for the discussion via conference call. The petitioner mentioned that the sale of the property is closing on Friday July 31st. The petitioner did not agree with the increase of prices of properties in Gunnison County when referencing the time adjusted sales materials provided. Morales did not believe his value should have increased 30% and that his property should be valued close to $600,000. Morales reference the Realtor's Association and explained why his property was not at the appropriate market price based on the materials given.

There was further discussion on time adjusted sales and why, by law, the method must be used for properties. In relation to Morales' property, Spicer explained there was an influence on property value because of bank sales in the condominium market in Mt. Crested Butte.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #107. Motion carried unanimously.

CBOE #108
Eduardo Morales

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen explained that the land of the subject property was fully included in the analysis and 50% of the residence was included in the assessment. Cohen explained to the petitioner that the quality of construction and finishes, appeared to be similar to other homes in very good quality.

Petitioner's Case: Petitioner, Morales, was present for the discussion via conference call. Morales explained the value of the condition of his construction on his property. Morales believed his property should be considered good condition and not considered very good due to the fact that his home was traditional construction that was not a load bearing structure.

Morales mentioned he did have a professional appraisal performed on the subject property and did not accurately reflect the assessment from the Assessor.

The CBOE discussed the quality of construction of the subject property when looking at the condition of the construction of the comparable properties. There was discussion on the fee appraisal provided by Morales, determining the array of properties used would increase the value of the subject property and it would fall into the average assessment amount. The CBOE stated that Example#3 (Black Diamond Trail) was a distressed sale.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #108. Motion carried unanimously.

CBOE #109
Mark and Sarah Devries Revocable Trust

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. The Assessor's Office recommended a 5% functional obsolescence adjustment to the subject property putting the value at $657,190.

Petitioner's Case: Petitioner, Devries, was not present for the discussion.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to adjust the value of CBOE #109 from $689,660 to $657,190. Motion carried unanimously.

CBOE #110
Kathleen Krohn; Representative Barbara Butler4:28

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. The property did have a one car garage not indicated in the report. Spicer discussed the time trend and time adjusted sales for Econ Area 8 and how it affected the value of the subject property. Spicer explained to the petitioner that the net adjustments are calculated by the mass appraisal model used in Econ Area 8.

Petitioner's Case: Petitioner, Butler, was present for the discussion via conference call. Butler explained that she did not agree with the 1% per month increase on the property and did not agree with the examples given to her by the Assessor. Butler stated that the subject property was substantially overvalued. Butler disagreed with the condition of the property which caused an increase in the property value.

The CBOE questioned the Assessor's if there had been a physical inspection on the property. Blackett confirmed there was a physical inspection done in 2013. There was discussion on the overall above grade square footage and remodel of the subject property.

Moved by Chairperson Swenson, seconded by Commissioner Houck, to deny CBOE #110. Motion carried unanimously.

CBOE #111
VC Saied

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials and believed the evidence supported the valuation of the subject property. The Assessor's Office validated the interior condition of the units with the property manager of the condo complex.

Petitioner's Case: Petitioner, Saied, was not present for the discussion.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #111. Motion carried unanimously.

ADJOURN: **Moved** by Commissioner Houck, seconded by Commissioner Chamberland, to adjourn the meeting. Motion passed unanimously. The July 28, 2015 meeting of the Board of Equalization adjourned at 4:51 pm.

****

_____
Paula Swenson, Chairperson

_____
Phil Chamberland, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

_____
Bre Shelton, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft CBOE Minutes; 7-29-2015

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Attached are the 7/29/2015 CBOE meeting minutes for consideration

Fiscal Impact:

Submitted by: Bre Shelton **Submitter's Email Address:** bshelton@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/14/2015

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 8/18/2015

Revised April 2015

GUNNISON COUNTY BOARD OF EQUALIZATION
MEETING MINUTES
July 29, 2015

The July 29, 2015 Board of Equalization meeting was held in the Commissioners' boardroom in the Courthouse located at 200 E. Virginia, Gunnison, Colorado. Present were:

Paula Swenson, Chairperson
Phil Chamberland, Commissioner
Jonathan Houck, Commissioner
David Baumgarten, County Attorney

William Spicer, Senior Analyst
Bob Blackett, Appraiser
Bre Shelton, Clerk to the Board
Alexandra Cohen, Appraiser
Kristy McFarland, County Assessor

NOTICE: The Petitioners' and Assessor's exhibits for each case are located in their individual Board of Equalization files. The target appraisal date is June 30, 2014.

CALL TO ORDER: Chairperson Swenson called the July 29, 2015 meeting of the County Board of Equalization to order at 8:33 am. Chairperson Swenson explained the roles, rights and responsibilities of the Board and the Petitioner during each hearing where a Petitioner and/or a Petitioner's representative was present, either in person or via telephone. Appeal notices were also provided to each petitioner/petitioner's agent.

CBOE #41
Fred Benson

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. The time adjusted sales approach, and the mass appraisal approach was explained to the petitioner. There was discussion from Spicer that, by law, an income approach cannot be used for the subject property.

Petitioner's Case: Petitioner, Benson, was present for the discussion. The petitioner did not agree with the 30% increase over the last valuation and feels this amount is a very significant increase. Benson based his comparable properties on low income properties and affordable housing. The petitioner explained that one of the subject properties was adobe construction and discussed the condition of the home. The petitioner explained that the front house was one of the first built in Gunnison and the current renters are getting a very fair deal on the rental price. Benson would like to keep the subject property in the affordable housing category and with the increase in value it would be hard to obtain if taxes increases. Benson supplied additional information about the approximate rental rates and taxes for a perfect year.

There was discussion on the age of the two homes and the quality of construction and condition. The CBOE stated that on average between 2012 and 2014, there has been a 30% increase on property values. There was discussion from the CBOE about one of the major market forces affecting this property was because there is such a limited rental market for affordable housing in Gunnison County.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #41 due to the statutory requirements of the CBOE. Motion carried unanimously.

CBOE #42
Fred Benson

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. Spicer explained the reason for the increase in property value was because the condition had changed from below average to average and the square footage was increased from the previous inspection. This property does include an accessory dwelling.

Petitioner's Case: Petitioner, Benson, was present for the discussion. Benson stated that there had been no changes to the property since the last valuation period and questioned why it had an increase.

The CBOE clarified that the subject property did fall within the average valuations of homes in the town of Gunnison resulting in an average increase of 30% for Econ Area 1.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #42 due to the statutory requirements of the CBOE. Motion carried unanimously.

CBOE #43
Fred Benson

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. Spicer explained that the way the Assessor determines the value of vacant land is the dollar per square foot gets smaller as the land size increases. Spicer explained if there was a

Petitioner's Case: Petitioner, Benson, was present for the discussion. Benson explained that his property was in an industrial area on South Wisconsin and his home was non-conforming. There was discussing about how the condo unit next to Benson's property are encroaching on his lot. The petitioner clarified that his property was in an industrial area of town.

The CBOE questioned the Assessor if there were any variations of examples throughout town in different areas. There was discussion that there were not many R2 comparisons for Benson's subject property. In relation, the CBOE suggested a 15% increase due to the fact that it was a unique R2 property and was in an industrial zone. The CBOE stated that the subject property would sell differently than the examples given.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjust the value of CBOE #43 from $97,580 to $83,140 and to direct the Assessor to bring back any other properties that would have the same affect. Motion carried unanimously.

CBOE #44
Robert Williams

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials.

Petitioner's Case: Petitioner, Williams, was not present for the discussion.

The CBOE clarified that Williams' property was centrally located in town with a large lot. There

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #44. Motion carried unanimously.

CBOE #45
Gary Hausler

Assessor's Case: The Assessor's Office did not present materials for CBOE #45 due to petitioner, Hausler's decision to accept the determination of a previous petitioner in the same neighborhood.

Petitioner's Case: Petitioner, Hausler, was not present for the discussion. He clarified earlier in the week, that he would accept the determination of a petitioner with a neighboring property.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #45 based on the previous discussions. Motion carried unanimously.

CBOE #46
Stephen Brown

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. Spicer noted, Example #3 was a bank sale. Spicer explained the time adjusted sales, and how the price was adjusted for the subject property and believes that the evidence given supports the determination of value on the subject property. Spicer explained to Brown how the net adjustments were calculated for the subject property. Spicer clarified to the Board and petitioner that the square footage of the walk out basement of the subject property, did not

hold as much value as above grade square footage. Spicer explained to Brown, his records had shown an inspection done by Appraiser Mary Mast in September, 2013.

Petitioner's Case: Petitioner, Brown, was present for the discussion. Additional information was supplied by the petitioner. There was discussion on the responsibilities of the CBOE and brought in additional information explaining an appeal process. Petitioner Brown questioned the Assessor on how the net adjustment calculation was used for his property. Brown discussed that there was a discrepancy on the Assessor's calculations compared to the calculations he figured. Brown questioned Spicer about the criteria used for selecting the particular examples. There was discussion between Brown and Cohen regarding the physical condition of the subject property and Brown believed that his property was not accurately inspected and evaluated. He stated that the comparable properties used did not relate to the subject property. Brown believed the subject property should be valued at $1,095,000 and there should not be any net adjustments made on the property. Brown further discussed the additional comparable properties he provided. Brown stated that the condition of the home should be categorized as average condition.

The CBOE explained to Brown that individual transactions could be looked at, however the mass appraisal approach, by law, must be performed. The CBOE and the Assessor clarified that the size and age was the upward adjustment concerning the subject property. Chairperson Swenson clarified to Brown there was evidence provided by contractors and builders in addition to the Assessor's information, when referencing the condition of a property. The CBOE suggested the Assessor's Office do a physical inspection and re-visit the value of the subject property on Tuesday, August 4, 2015.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to table CBOE #46 pending an onsite inspection and reschedule for Tuesday August 4th to finalize the decision. Motion carried unanimously.

CBOE #47
Cindy Smock; Representative O'Hayre Dawson

Assessor's Case: The Assessor's office did not present any materials. CBOE #47 was rescheduled for Tuesday August 4th.

Petitioner's Case: Petitioner, O'Hayre and Smock, were present for the discussion. O'Hayre explained to the CBOE and the Assessor's Office that due to state statute, the materials were supposed to be provided three days in advance. O'Hayre requested materials from the Assessor's Office on July 22, 2015 and received materials the day of the hearing. The petitioner requested a reschedule, in order to review the data provided by the Assessor.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to table CBOE #47 to Tuesday August 4th. Motion carried unanimously.

CBOE #48
Leonard Swischuk

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett clarified there are two buildings on this property, both conventional construction. The Assessor's Office suggested adjusting the subject property to $791,640 which is close to the amount the petitioner requested.

Petitioner's Case: Petitioner, Swischuk, was not present for the discussion.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to adjust value of CBOE #48 from $897,390 to $791,640. Motion carried unanimously.

CBOE #49
Ruby Mountain Ranch LLC; Jim Pike

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Blackett explained the subject property was unique in the sense that it was a mixed-use property. Blackett explained that this transaction was transferred on a court order deed so it was not included in the sales to determine the value. At the initial appeal, the subject property was valued as commercial. After the fiscal inspection, the Assessor's Office changed the property to residential. Spicer referenced an additional example of a single family residence with similar quality as the subject property. Spicer stated the decrease of close to 15% would be an appropriate adjustment for the subject property. Spicer estimated a 25%-30% obsolescence would be an appropriate level of adjustment for the subject property.

Petitioner's Case: Petitioner, Pike, was present for the discussion. Pike explained he has owned several properties in Gunnison County and this was the first visit with the CBOE. Pike believes the value of his subject property is not accurate. Pike provided additional information of a professional appraisal and explained this information should be taken into consideration to determine the value of the property. The petitioner suggested a decrease of about 15% which would value the property at $403,550. Pike explained that the basement should be considered a crawlspace or storage and should not be considered when determining the value.

There was discussion regarding why the majority of the subject property was considered residential and the other portion was considered commercial. The CBOE questioned the Assessor of the value per square foot of the residential square footage of the subject property compared to other comparable residential homes in Gunnison. Spicer and the CBOE clarified that the subject property's quality was considered good and the condition was considered average. There was a discrepancy on the price per square foot in regards to the condition classification of the subject property.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjust the value of CBOE #49 from $621,240 to $456,120. Motion carried unanimously.

CBOE #50
Ruby Mountain Ranch LLC; Jim Pike

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. Spicer explained the time adjusted sales model to the petitioner and demonstrated how it was used for the subject property. There was discussion from Spicer about why the mass appraisal approach for Econ Area 1 had to be used to equally value properties. Based on the mass appraisal model, Spicer explained on average the property should be valued at $407,000. Spicer clarified the subject property was recently inspected and there were numerous photos of the interior/exterior of the home.

Petitioner's Case: Petitioner, Pike, was present for the discussion. Pike believed that the property was not accurately valued based on principle. The petitioner stated that he purchased the property for $384,000. Pike is asking the value of the property to be valued at what it was purchased for and should not have to pay taxes on the difference. Referencing the additional appraisal information provided, Pike requested the price of the property be valued higher than the appraisal performed. Pike discussed the interior condition of the property and did not believe it should be valued at the price the Assessor's Office concluded. The petitioner strongly felt the property was not fairly assessed due to the bedroom size and condition of the interior.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #50. Motion carried unanimously.

CBOE #51
Jim Pike / Paul Pike

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. McFarland stated that the subject property was not in fact both ski in, ski out. Most of the properties that are based on the cliff have the views of East River. Spicer's opinion

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regarding a property on a cliff is that people like the sloping lots because a homeowner can build a walk out basement, and the views are desirable.

Petitioner's Case: Petitioner, Pike, was present for the discussion. Pike strongly believes the property is worthless and cannot sell for the value that was determined. You can ski down from the lift but you cannot ski out. He also stated that the property hangs off a cliff and the views are facing towards Wild Horse. Pike is receptive to the value determination of the property if the Assessor's Office would conduct a physical inspection of the property. After the clarification of the easement on the property, Pike changed his determination to be at an even lower value than what he originally stated. Pike did not agree with the 75% increase of the subject lot.

There was discussion stating the classification was classified as a walk to lift property, however one must walk to the lift through an easement. Chairperson Swenson questioned if there was another classification in the area of the subject property because it was a walk to lift lot. Referencing the parcel map and the examples provided there seemed to be a size discrepancy of the lot.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #51 based on the materials presented. Motion carried unanimously.

CBOE #56
Kristen Pike

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials.

Petitioner's Case: Petitioner, Pike, was present for the discussion. Pike agreed with the information provided by Blackett, however Pike did not feel the way the property itself is structured was not taken into consideration. There are roughly 360 acres and each tract consists of 5 acres for homes to be built. Pike stated that there are no properties in Gunnison County to use as comparable properties to justify the increase the property valuation.

There was discussion on subdividing the subject property and the process it would entail. The CBOE suggested to Pike, to take this property to Arbitration because it was so unique.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #56 based on the materials presented. Motion carried unanimously.

CBOE #53
David Seltzer

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen stated there was a downward adjustment made to the subject property of a little over $57,000. Spicer clarified the trail easement was taken into consideration when the land was valued.

Petitioner's Case: Petitioner, Seltzer, was present for the discussion via conference call. Seltzer's main argument was because of the significant increase of the subject property in percentage terms from 2012 to 2014. Understanding the appreciation values, Seltzer did not agree with the 50% increase on the subject property. The petitioner stated the subject property was next to a well-traveled road, a Nordic track, and several hiking/biking trails that were highly used and felt this should decrease the market value.

There was discussion regarding the trail easement on the subject property. The CBOE did clarify to Seltzer that values, county wide, was increasing as an average and does not feel the subject property has been treated differently than any other properties. There was discussion regarding Econ Area 6 and how there was a steady increase in property values due to the mass appraisal approach.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #53 based on the materials presented. Motion carried unanimously.

CBOE #54
Dillard Lois Dee A Trust; Thomas Miller

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. The Assessor's Office determined that the property should receive an adjustment of 15% obsolescence because it was considerably larger than the properties that were used to set the prior neighborhood adjustment.

Petitioner's Case: Petitioner, Miller, was not present for the discussion. Referencing the appeal information, the petitioner requested the subject property be valued at $475,000 because it was not equally valued to other properties in the area.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjust the value from $632,010 to $549,340. Motion carried unanimously.

CBOE #55
Tyler Pitt

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen clarified that the subject property was physically inspected in 2014. Spicer and Cohen came to the conclusion that, more than likely, the neighboring properties were undervalued causing a significant difference of the subject property when compared to the neighboring property. Spicer researched if there were any neighborhood adjustments that would be similar to Pitt's property and the neighborhood it was located in.

Petitioner's Case: Petitioner, Pitt, was present for the discussion. Pitt believes that based on the surrounding properties to the subject property, his is not being fairly assessed. The examples provided by Pitt, are being assessed at the same rate that his property was re-assessed at. Pitt feels like his property got overlooked and does not agree with the evaluation. Pitt also stated to the CBOE and the Assessor's Office that one of the neighboring properties was not accurately calculated on square footage.

There was discussion on the examples provided, and there was a discrepancy between Pitt's property and the properties listed in the examples. Square footage and the classified condition of the subject property was a major factor when referencing the comparable examples. There was discussion on the quality and condition of the subject property and if the assessment was accurate. The assessment shows Pitt's property classified as good condition. The CBOE explained to Pitt that, bound by state statute, they must use the mass appraisal approach when valuing property. There was further discussion on the condition/quality and the percentage increase with each classification.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to table CBOE #55 to August 4th until after there has been a physical inspection. Motion carried unanimously.

CBOE #52
Kathleen and George Treutelaar

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen noted when referencing the petitioner's information, one of the sales used was in Econ Area 8, and the other example provided was outside of the timeframe.

Petitioner's Case: Petitioner, Treutelaar, was not present for the discussion. The petitioner stated in a letter that they were unable to attend the hearing, however, they did want the CBOE to utilize the materials provided in the packet.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #52. Motion carried unanimously.

CBOE #57
Kimberly Martin

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen noted the subject property had a physical inspection and was completely measured in 2013. There was discussion on utilizing the mass appraisal approach to value properties. Spicer clarified that there was no highway influence regarding the valuation of the subject property.

Petitioner's Case: Petitioner, Martin, was present for the discussion. Martin provided additional information based on square footage of comparable properties. The Arrowhead Lake Road example provided by Martin, she thought, was closely related to the subject property when referencing the acreage and square footage. The petitioner further discussed the examples in material which was provided. Martin proposed the subject property be valued within the range of $165,000 - $180,000 because of the lack of improvements and the current condition. Martin stated, she thought her property did not relate to properties located in the Almont, Spring Creek, and Taylor Canyon area. Martin felt like her property was closely related to Example #3 provided by the Assessor's Office.

There was discussion on neighborhood adjustments and the mass appraisal approach definition was re-visited.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #57 based on the equitable assessment that was done. Motion carried unanimously.

**********Reference Letter provided by David Leinsdorf**********

At 2:26 pm, before the CBOE listened to appeals #58 - #62, Petitioner, David Leinsdorf provided a letter regarding the Colorado Revised Statutes for Hearings on Appeal. In Leinsdorf's letter, he referenced Statute 39-8-107 stating:

"At the written request of any taxpayer or any agent of such taxpayer and subject to such confidentiality requirements as provided by law, the assessor shall within three working days after receipt of said request, make available to the taxpayer or agent the data used by the assessor in determining the actual value of any property owned by such taxpayer…"

Leinsdorf specified on Friday, July 17, his paralegal hand delivered to the office of the Gunnison County Assessor data supporting the five taxpayers' requested valuations. On Monday, July 27, 2015, at 6:10 pm, less than 48 hours before the scheduled hearings, Kristy McFarland emailed data for three of the five pending appeals. McFarland then emailed the remaining two appeals less than 24 hours before the hearings. Leinsdorf explained, by failing to give timely notice of the data upon which she relied, the assessor deprived these taxpayers of the opportunity to thoroughly investigate, inspect and analyze the assessor's comparables. Leinsdorf stated it was not feasible to evaluate nineteen comparable properties with only 20 – 45 hours of notice. There was discussion from Leinsdorf and suggestion to the CBOE to find the Assessor in default, just as the taxpayers would have been had they filed their appeals after the deadline. Leinsdorf required the CBOE to grant the adjusted amounts to all petitioners to whom he was representing.

The CBOE clarified for the record, Leinsdorf's request for the hand delivered letter is that the Assessor's Office did not provide the information within the three working days required by state statute and it took Leinsdorf five appeals to receive all information. Because the county failed to give timely notice and receipt of any information to the taxpayers, the county shall grant the taxpayers their requested values due to default from the Assessor's Office.

County Assessor Kristy McFarland explained to Leinsdorf the process for CBOE and the Assessor has been the same every year and nothing has changed from prior years. McFarland explained that all of the data used to derive the results were online and the presentation given to each petitioner was a sample of the sales. Leinsdorf explained to McFarland that it was not reasonable to expect a petitioner to go online and know which data the Assessor will use in each appeal.

County Attorney, David Baumgarten was informed of Leinsdorf's situation with the CBOE and the Assessor's Office. Baumgarten reviewed the hand delivered letter from Leinsdorf in order to make an explanation to the Board, the Assessor's Office, and the petitioner. There was clarification and discussion with Baumgarten regarding the situation from the petitioner.

McFarland discussed the communication made through email with Leinsdorf regarding the sales data to determine the value of the properties. There was discussion between the parties, stating the response time of the exchange of emails with Leinsdorf and the Assessor's Office. Leinsdorf clarified that all responses from the Assessor's Office was made outside of the statutory timeframe. Baumgarten discussed statutory requirements in relation to public records requests and what, by law, is required by the state. Baumgarten concluded, the materials were not supplied to the petitioner within the statutory time frame and could not be considered in the appeal decisions. Baumgarten agreed with Leinsdorf's prior statement of the taxpayers shall be granted their requested amount because the Assessor's Office was in default.

The CBOE clarified with Baumgarten that no data from the Assessor's Office can be used to determine the value of the petitioner's five properties due to the fact that no data was provided to the taxpayer within the statutory timeframe. Baumgarten explained, the Assessor can give documentation already provided to the petitioner, however, no data relating to the underlying foundation of how the properties were valued can be considered.

CBOE #58
130 Gothic LLC; Don Greiner (Representative: David Leinsdorf)

Assessor's Case: The Assessor's Office did not present any information on the subject property due to default of statutory requirements.

Petitioner's Case: Petitioner, Leinsdorf, was present for the discussion. Referencing additional information provided by the petitioner, there was discussion on reducing the value of the subject property due to location, views, and values of comparable properties. The petitioner explained why the subject property should be decreased in value due to the interior properties within the town of Crested Butte. Leinsdorf assured the CBOE the comparable sales used for determination were sales within the June 30, 2014 timeframe.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjust the value of CBOE #58 from $1,882,800 to $1,300,590. Motion carried unanimously.

CBOE #59
JP Equity LP; Jeffery Serra (Representative: David Leinsdorf)

Assessor's Case: The Assessor's Office did not present any information on the subject property due to default of statutory requirements.

Petitioner's Case: Petitioner, Leinsdorf, was present for the discussion. Leinsdorf requested a reduction in value to the amount of $2,357,060 which is still 29% higher than the value of the previous year. Leinsdorf discussed the additional information provided in reference to the condition of the subject property compared to similar properties in the Kapushion subdivision. The petitioner believes the value stated of $2,357,060 is supported by the documentation and calculations.

County Attorney Baumgarten had a discussion with the Assessor's Office regarding the determination procedure and statutory requirements. Baumgarten and the CBOE concluded, even though the Assessor's Office did not provide data to Leinsdorf, questions regarding Leinsdorf's data can be considered.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjust the value of CBOE #59 from $2,534,900 to $2,357,060. Motion carried unanimously.

CBOE #60
Hopkins Living Trust (Representative: David Leinsdorf)

Assessor's Case: The Assessor's Office did not present any information on the subject property due to default of statutory requirements.

Petitioner's Case: Petitioner, Leinsdorf, was present for the discussion. Based on the attachment to the letter provided by Leinsdorf, the petitioner believes the condition of the subject property has been classified incorrectly and should be valued at $1,574,981.

There was discussion on the quality and condition of the subject property being changed from very good to good condition. The CBOE questioned if the subject property had been physically inspected. In response, the Assessor's Office clarified the subject property had a physical inspection, June of 2015.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjust the value of CBOE #60 from $2,222,660 to $1,574,980 due to the classification change. Motion carried unanimously.

CBOE #61
David Leinsdorf

Assessor's Case: The Assessor's Office did not present any information on the subject property due to default of statutory requirements.

Petitioner's Case: Petitioner, Leinsdorf, was present for the discussion. Based on a sale that took place at the height of the real estate market in 2009, Leinsdorf explained there had not been a single sale in the commercial zone within the Town of Crested Butte. Leinsdorf discussed floor area ratio in relation to the subject property and the comparable properties or lack thereof. The petitioner has requested a value of $375,000 which he believes is still high for the market today. Leinsdorf believes that the commercial market in Crested Butte have not yet recovered and does not believe the subject property is fairly assessed.

Blackettt asked the petitioner why the B-1 sale, in June of 2014, was not provided as a comparable. Spicer asked Leinsdorf to clarify the adjusted amount and what the calculations were in determining the value of the subject property. Spicer also questioned if the calculations made by the petitioner was an accurate representation of the current market.

The CBOE discussed the possibility of setting the value of the property to the same amount as the previous assessment value. Looking at the data provided by Leinsdorf, the CBOE does not agree with the value requested by the petitioner. There was discussion regarding the legal advice given by Baumgarten, and how the calculations provided by Leinsdorf supported the value of the subject property.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to adjust the value of CBOE #61 from $750,000 to $704,500. Motion carried unanimously.

CBOE #62
Lazy JK Properties LLC (Representative: David Leinsdorf)

Assessor's Case: The Assessor's Office did not present any information on the subject property due to default of statutory requirements.

Petitioner's Case: Petitioner, Leinsdorf, was present for the discussion. Leinsdorf requested a reduction in value based on the sale of the Timbers building. Leinsdorf stated that the subject property was comparable to the Timbers building and should obtain the same building valuation per square foot and should be applied to the subject property.

There was discussion on the Family Vision Center as being a comparable property to the subject property. The square footage of the subject property was discussed in comparison to the additional examples provided by Leinsdorf. The CBOE and Leinsdorf clarified that the value Leinsdorf requested for the subject property was calculated at $49 per square foot. The CBOE concluded and explained that the Timbers sale was a distressed sale and was sold at a lower market value.

Moved by Chairperson Swenson, seconded by Commissioner Chamberland, to adjust the value of CBOE #62 from $1,046,980 to $737,390 based on the calculations. Motion carried unanimously.

CBOE #63
Larry Kontz

Assessor's Case: Cohen described the subject property and the examples provided in the packet materials. Cohen stated that there were not any sales in Arrowhead in low quality, therefore the Assessor's Office used comparable sales of high quality arrowhead and made a downward adjustment.

Petitioner's Case: Petitioner, Kontz, was not present for the discussion. Referencing the materials, he stated he purchased his property with additional furnishings. In Kontz's information, there was discussion regarding the purchase price including the real property and additional furnishings.

There was clarification from the CBOE that the information provided by the petitioner cannot be used because it was a sale outside of the timeframe.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #63. Motion carried unanimously.

CBOE #64
Mark Schumacher

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. The Assessor's Office suggested a downward adjustment to the subject property. Originally the Assessor's Office valued the property as a non-river property and was considered to be over an acre. The Assessor's Office explained the Amendment for the subject property and concluded that CBOE #64 should be calculated as under one acre which would reduce the value determination.

Petitioner's Case: Petitioner, Schumacher, was not present for the discussion.

There was discussion regarding the easement already on the subject property. The CBOE discussed the location of the subject property and how the petitioner acquired an additional easement on the property.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjust the value of CBOE #64 from $ 578,090 to $474,140. Motion carried unanimously.

CBOE #65
Mark Schumacher

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Sale occurred on July 31, 2013 and the physical inspection was performed September 2013. Blackett explained to the CBOE that there was a total of 80-100 sales within Econ Area 8.

Petitioner's Case: Petitioner, Schumacher, was not present for the discussion. The petitioner stated in a letter that the construction and quality of the subject property should be classified as poor.

There was discussion on the quality and condition of the subject property. The CBOE questioned the value of the subject property and concluded that the property did not fit within the calculations.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #65 based on lack of evidence provided, and by following procedure to treat the property equally. Motion carried unanimously.

CBOE #66
Three Rivers Resort; Mark Schumacher

Assessor's Case: Blackett described the subject property and the examples provided in the packet materials. Spicer explained that a main factor for the increase of the subject property was because the neighborhood adjustment for Almont is much bigger this appraisal term than previous years. Blackett explained the prior obsolescence adjustments calculated for the subject property due to the high traffic volume and surrounding commercial properties.

Petitioner's Case: Petitioner, Schumacher, was not present for the discussion. The petitioner stated on his determination that he believed the value of the subject property should be valued at $99,950 from data based on the 2009 and 2010 assessment.

There was discussion on why the subject property increased by 300% and why it was valued at 50% above the bubble. The CBOE clarified that Schumacher's property is surrounded by commercial properties and experiences a high volume of traffic. There was discussion on applying an additional functional obsolescence on Schumacher's property of 50% to lower the value.

Moved by Chairperson Swenson, seconded by Commissioner Chamberland, to adjust the value of CBOE #66 from $149,720 to $101,480 due to location and will continue to have 50% obsolescence moving forward. Motion carried unanimously.

ADJOURN: **Moved** by Commissioner Houck, seconded by Commissioner Chamberland, to adjourn the meeting. Motion passed unanimously. The July 29, 2015 meeting of the Board of Equalization adjourned at 4:58 pm.

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Paula Swenson, Chairperson

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Phil Chamberland, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

_____
Bre Shelton, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft CBOE Minutes; 7-30-2015

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Attached are the 7/30/2015 CBOE meeting minutes for consideration

Fiscal Impact:

Submitted by: Bre Shelton **Submitter's Email Address:** bshelton@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/7/2015

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 8/18/2015

Revised April 2015

GUNNISON COUNTY BOARD OF EQUALIZATION
MEETING MINUTES
July 30, 2015

The July 30, 2015 Board of Equalization meeting was held in the Commissioners' boardroom in the Courthouse located at 200 E. Virginia, Gunnison, Colorado. Present were:

Paula Swenson, Chairperson
Phil Chamberland, Commissioner
Jonathan Houck, Commissioner
William Spicer, Senior Analyst
Bob Blackett, Appraiser
Bre Shelton, Clerk to the Board

NOTICE: The Petitioners' and Assessor's exhibits for each case are located in their individual Board of Equalization files. The target appraisal date is June 30, 2014.

CALL TO ORDER: Chairperson Swenson called the July 30, 2015 meeting of the County Board of Equalization to order at 8:02 am. Chairperson Swenson explained the roles, rights and responsibilities of the Board and the Petitioner during each hearing where a Petitioner and/or a Petitioner's representative was present, either in person or via telephone. Appeal notices were also provided to each petitioner/petitioner's agent.

CBOE #397-#398
Sandy Shrimp LLC; Don Meyer

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. Spicer clarified the furnishings/ personal property belongs the unit of the Grand Lodge and was a taxable item.

Petitioner's Case: Petitioner, Shrimp, was not present for the discussion. The petitioner is protesting the value of the personal property. Shrimp stated the increase was 50% higher than the previous appraisal period for the personal property.

In the Determination Letter, The CBOE recommended informing Shrimp that, according to the property owner, new personal property was added to each unit.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #397 and #398. Motion carried unanimously.

CBOE #399
Safeway Inc.

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials.

Petitioner's Case: Petitioner, Safeway Inc., was not present for the discussion.

The CBOE clarified, the petitioner requested a denial on the subject property due to a prior email sent.

Moved by Commissioner Houck, seconded by Commissioner Chamberland, to deny CBOE #399 at the request of the applicant. Motion carried unanimously.

CBOE #113-392
Elevation Hotel, Boxer F2 LP; (Representative: Ethan Horn)

Assessor's Case: Spicer described the subject property and the examples provided in the packet materials. Spicer clarified the accounts being disputed, included everything that was in the Elevation Hotel. Within the hotel, the accounts were split into different spaces such as retail commercial, residential employee housing, and hotel units. Spicer explained to the CBOE and Horn that there was a stipulation on a portion of the units. The stipulation was later denied by a motion from the CBOE. Spicer stated, the issue of assessment and classification is completely

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separate from the valuation of the property units. Spicer explained, as commercial units, the Assessor's Office must evaluate cost, market, and income. There was discussion on the comparable properties in relation to the subject property. The Assessor's Office valued the Elevation Hotel units 83% higher than the Grand Lodge units. There was discussion on price per square foot of the subject property in comparison with the Grand Lodge. Spicer explained to Horn, the Assessor's Office did not perform a cost nor income analysis on the subject property or comparable properties. Blackett discussed why the income approach on the condo units within the subject property would be difficult to obtain an accurate assessment. There was further discussion on the income approach and the cost approach methods of assessment. Spicer suggested the petitioner further the appeal onto the BAA for a more extensive appraisal and valuation.

Petitioner's Case: Petitioner, Horn, was present for the discussion. Horn explained, Boxer wanted the units to be considered as a whole and to be no separation between the accounts. The petitioner clarified to the CBOE and the Assessor's Office, the Elevation Hotel did not necessarily want to agree to a stipulated value, and moreover, the petitioner wanted the properties to be valued as one unit/property. The petitioner discussed the impact that the new assessment value would have on the subject property. Horn stated, the subject property was purchased for $13,750,000 for all items included in the appeal. The petitioner explained the dollar per square foot calculations on the subject property and explained the information was based on the 2015 values. Horn stated the subject property was not in line with what it should be in terms of market value.

There was discussion from the CBOE regarding the year the Elevation Hotel and when it was platted. Legally, the Elevation Hotel was platted as condominium units. The CBOE clarified to Horn that the units must be looked at individually and, by law, cannot be looked at as a whole in this situation. The CBOE explained to Horn, if the property was re-platted as a whole unit then the valuation would change and the CBOE could consider the proposal of valuation for the subject property. There was discussion that the CBOE could not look at commercial compared to residential, but could consider the properties being compared and if the properties were compared equally. There was further discussion on the dollar per square foot of each unit in regards to the subject property. The condition of the subject unit compared to the Grand Lodge was discussed and Spicer explained the condition of the subject property and the Grand Lodge had the same affected age, so no comparison was calculated. The CBOE and Assessor's Office discussed the square foot measurements and price of the various condo units within the subject property. The subject property was considered to be a unique property that did not fall into a specific category. The CBOE questioned if the Assessor's Office could use a model based on the income approach to value the subject property.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to adjust the value of CBOE #113-131 to the stipulated amount, requested by the petitioner, of $413,570. Motion carried unanimously.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to un-stipulate the previous stipulations of CBOE #113-131. Motion carried unanimously.

Moved by Commissioner Chamberland, seconded by Commissioner Houck, to deny CBOE #113-392. Motion carried unanimously.

ADJOURN: **Moved** by Commissioner Houck, seconded by Commissioner Chamberland, to adjourn the meeting. Motion passed unanimously. The July 30, 2015 meeting of the Board of Equalization adjourned at 9:21 am.

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_____
Paula Swenson, Chairperson

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Phil Chamberland, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

_____
Bre Shelton, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Meeting Minutes; 7-21-15

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Attached are the draft 7/21/15 BOCC meeting minutes for consideration.

Fiscal Impact: None

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/4/2015

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 8/18/2015

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
July 21, 2015

The July 21, 2015 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present were:

Paula Swenson, Chairperson
Phil Chamberland, Vice-Chairperson
Jonathan Houck, Commissioner
Matthew Birnie, County Manager
Katherine Haase, Clerk to the Board
Others Present as Listed in Text

CALL TO ORDER: Chairperson Swenson called the meeting to order at 9:59 am.

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

MINUTES APPROVAL: **Moved** by Commissioner Chamberland, seconded by Chairperson Swenson to approve the minutes for the July 7, 2015 regular meeting. Motion carried. Commissioner Houck didn't vote on the motion because he was not present for the 7/7 meeting. **Moved** by Chairperson Swenson, seconded by Commissioner Houck to approve the May 5, 2015 and June 23, 2015 meeting minutes. Motion carried. Commissioner Chamberland didn't vote on the motion because he wasn't present for those meetings.

1. 5/5/15 Regular Meeting
2. 6/23/15 Special Meeting
3. 7/7/15 Regular Meeting

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

1. Sub-lease Agreement; Crested Butte Snowsports Foundation; Gunnison County Family Advocacy Support Team; 214 6th Street, #8, Crested Butte, CO 81224; 4/1/15 thru 3/31/15; $190/month
2. Amendment 2 to Memorandum of Understanding between Rocky Mountain Health Plans Foundation RMHPF and Gunnison County Health and Human Services; Revised Statement of Work; 7/1/15 thru 6/30/16
3. Professional Services Agreement; Seasons Schoolhouse, LLC; Professional Services Regarding Assessment, Service Planning and Clinical Services to Promote Safety, Stability and Permanency for Children and Families Referred from the Gunnison County Department of Health and Human Services; 6/8/15 thru 6/30/16
4. Release of Development Improvements Agreement for Fairway Lane – Tomichi Creek Subdivision; West Elk Properties, LLC
5. 2015 Community Grant Cycle Grant Contract; Community Foundation of the Gunnison Valley; Gunnison County Juvenile Services; 7/1/15 thru 4/30/16; $2,750
6. Standard Agreement for Professional Services; DOWL; Laboratory Testing or Field Sampling of Aggregate Base Course or Other Borrow Material from Various Pits and Locations as Requested by Gunnison County Public Works; 7/29/15
7. Community Foundation of the Gunnison Valley, 2015 Community Grant Cycle Grant Contract; Gunnison County Substance Abuse Prevention Project (GCSAPP); 7/1/15 thru 4/30/16; $2,300
8. Out-of-State Travel; Certified Prevention Specialist Training; Rochester/Minneapolis, MN; 7/28/15 thru 7/31/15; $1,234
9. Additional Documentation; Federal Aviation Administration Application for Federal Assistance SF-424; Gunnison-Crested Butte Regional Airport AIP Project No. 3-08-0030-050; Taxiway A1-A3 Rehabilitation Project
10. Out-of-State Travel; Managing for Results Annual User's Conference; Tempe, AZ; 10/7/15 thru 10/10/15; $1,025.79

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

COUNTY MANAGER'S REPORT: CM Birnie was present for discussion.

1. Northwest Colorado Council of Governments (NWCCOG) Quality/Quantity (QQ) Meeting. County Manager Birnie informed the Board that he attended the meeting in Crested Butte last week. Dorothea Farris also attended, and she requested a resolution in support of the Crystal River designation. The Colorado River District is not yet ready to support the designation, and QQ passed a resolution in support of a Forest Service evaluation. He suggested that, prior to offering support from the County, we should find out what Colorado River District's concerns are. The Standard Mine Cleanup was also discussed during the meeting, and the Board is scheduled to receive an update on 8/4.

DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby and County Attorney David Baumgarten were present for discussion.

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1. Authorization to Pursue RS2477 Status on a Portion or All of the Road between the Town of Marble and the Townsite of Crystal. DCM Crosby informed the Board that she and Commissioner Chamberland met with Forest Service representatives in Marble to discuss the trailhead issue. She noted that a long-term solution may be the construction of a trailhead, though there are short-term options to consider as well.

   DCM Crosby explained that question about asserting RS2477 came about because the Forest Service stated that the surveyor knew that the road was used to access the mines. If pursued, the County would incur surveying expenses. DCM Crosby requested direction, and she indicated that the Forest Service is eager to work with the County to fix outstanding issues.

   Commissioner Chamberland said that he was surprised to see how much public land is being assumed by private landowners.

   CA Baumgarten explained that the RS2477 process is an important and useful tool, and pursuing it now would be a preemptive way of solving an expected problem. He noted that it would set a precedent, but that the County won't have to manage those concerns at this time. DCM Crosby explained that the first step in the process would be for the County Attorney's Office to perform the legal research and a site visit.

   Commissioner Houck asked about the maintenance and responsibilities that the County will incur, and DCM Crosby explained that approximately $5,000 in work was performed in that area last year. She also explained that the County wouldn't be obligated to any maintenance on the primitive road, even to the extent of maintaining the road at the level that we receive it. CA Baumgarten confirmed that any maintenance performed would be at the County's discretion. **Moved** by Commissioner Chamberland, seconded by Commissioner Houck to pursue RS2477 on a section of road from the intersection of County Road 3 and Marble Village Drive to the Townsite of Crystal. Motion carried unanimously.

2. Irwin Townsite Parcel Exchange. DCM Crosby explained that the easements that were granted do not coincide with the work that needs to be accomplished. She received a suggestion that the proposed vacation and clustering be allowed so that the result would be a sellable one-acre lot. She noted that clustering could be a condition of the exchange. The exchange would also result in the provision of access to other property owners. **Moved** by Commissioner Chamberland, seconded by Commissioner Houck to have staff enter into negotiations to do the swaps and clustering as described here today. Motion carried unanimously.

3. Taylor Canyon Road Update. Commissioner Houck informed the Board that he noticed some of the required seeding work has not yet been completed. DCM Crosby stated that the issue has been documented, and that the seeding company has been unresponsive to date.

ACKNOWLEDGMENT OF COUNTY MANAGER SIGNATURE; PROJECT AUTHORIZATION (SERVICE AGREEMENT) – REVISED; AVIATION MANAGEMENT CONSULTING GROUP; GUNNISON-CRESTED BUTTE REGIONAL AIRPORT FEE STUDY; NOT TO EXCEED $10,250: Airport Manager Rick Lamport was present for discussion.

CM Birnie explained that he asked AM Lamport to provide an update on the process even though the agreement had already been signed.

AM Lamport stated that changes to the documentation were necessary after the last discussion with the Board. He noted that the County will maintain ownership of the ramp, which will result in the County retaining the majority of the associated revenue. The study, which will include the cost to maintain the ramp, will take about four weeks to complete. **Moved** by Commissioner Chamberland, seconded by Commissioner Houck to approve the Gunnison-Crested Butte Regional Airport and Aviation Management Consulting Group agreement and authorize the County Manager's signature. Motion carried unanimously.

VOUCHERS AND TRANSFERS APPROVAL: Finance Director Linda Nienhueser presented the voucher approval report dated July 21, 2015 and the cash transfer authorization dated June 2015 for discussion and approval. **Moved** by Commissioner Chamberland, seconded by Commissioner Houck to approve the vouchers for July 21, 2015 in the amount of $1,633,692.47. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Chamberland to approve the cash transfers in the amount of $4,264,147.01. Motion carried unanimously.

TREASURER'S MONTHLY REPORT: County Treasurer Debbie Dunbar presented the June 2015 Treasurer's report; an investment report dated June 30, 2015; and a quarterly interest report for April through June 2015 for discussion and acceptance. **Moved** by Commissioner Chamberland, seconded by Commissioner Houck to accept the June 2015 Treasurer's report. Motion carried unanimously.

SUBDIVISION EXEMPTION REQUEST; RESOLUTION GRANTING AN EXEMPTION FOR A DIVISION OF LAND FROM THE DEFINITION OF THE TERMS "SUBDIVISION" AND

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"SUBDIVIDED LAND" FOR A TRACT OF LAND WITHIN THE SE1/4SW1/4 SECTION 23, TOWNSHIP 11 SOUTH, RANGE 88 WEST, 6TH P.M. PETROCCO EXEMPTION: Assistant Community Development Director Neal Starkebaum was present for discussion.

ACDD Starkebaum stated that all relevant information had been included in the meeting portfolio. **Moved** by Commissioner Chamberland, seconded by Commissioner Houck to approve Gunnison County Resolution #2015-16, a Resolution Granting an Exemption for a Division of Land from the Definition of the Terms "Subdivision" and "Subdivided Land" for a Tract of Land within the SE1/4SW1/4 Section 23, Township 11 South, Range 88 West, 6th P.M. Petrocco Exemption as presented today. Motion carried unanimously.

BREAK: The meeting recessed from 10:50 until 10:53 am for a short break.

SPRUCE BEETLE EPIDEMIC AND ASPEN DECLINE MANAGEMENT RESPONSE (SBEADMR) COMMENTS: Commissioner Houck reminded the Board that he had been attending related meetings on behalf of the County in order to go through public input regarding the possible Forest Service recommendations. The draft Environmental Impact Statement (EIS) has been released, and he noted that the alternatives outlined in the draft EIS overlap quite a bit. Of the four alternatives, he opined that the County should support the second. Comments are due by 7/31, and he agreed to draft the correspondence.

Commissioner Houck explained that the Forest Service arrived at a maximum of 120,000 acres for treatment, compared to the projected 718,000 acres that are either impacted or projected to be impacted. The proposal would allow a mixture of commercial and noncommercial applications, and it would make wood available to people with wood cutting permits. He believes that the County should urge the Forest Service to reach the maximum of 120,000 acres. He also questioned whether or not the 300' buffers are sufficient. The issuance of permits could take between three and five years. The Board agreed to go forward with his suggestions.

UNSCHEDULED CITIZENS: This discussion began earlier than scheduled due to a gap in the meeting.

1. Hal Hearne. Mr. Hearne, a subcontractor for GE Johnson on the courthouse construction project, informed the Board that GE Johnson had not yet paid him for his services. He asked the Board to consider a mechanism for payment of local contractors when the required work is 100% complete. Per his contract with GE Johnson, final payments can take several months to process, so CM Birnie suggested that he carefully evaluate contracts prior to signature in the future. GE Johnson has admitted to a mistake related to some of Mr. Hearne's payments for the demolition phase.

SENATE BILL 05-152; DIRECTION TO COUNTY CLERK & RECORDER AND STAFF TO TAKE ALL NECESSARY ACTIONS TO ESTABLISH AND CONDUCT FALL 2015 ELECTION: County Attorney David Baumgarten was present for discussion.

CA Baumgarten explained that the proposed ballot item would be related to excluding the County from the requirements outlined in Senate Bill 05-152. As a first step in the process, the Gunnison County Clerk and Recorder requested formal direction from the Board. **Moved** by Commissioner Chamberland, seconded by Commissioner Houck to instruct staff to pursue a ballot question for this November that would allow the County and cities to opt out of Senate Bill 05-152, and direct the Clerk and Recorder to proceed with that election. Motion carried unanimously.

COMMISSIONER ITEMS:

Commissioner Chamberland:

1. Broadband Update. Commissioner Chamberland informed the Board that he discussed this issue with Elyse Ackerman from the Colorado Department of Local Affairs. A final consolidated report is expected, and he is not sure that we will be ready to move forward by December.

Commissioner Houck:

1. Forest Service Meeting. Commissioner Houck informed the Board that he attended a recent meeting. Also in attendance were Forest Supervisor Scott Armentrout, District Ranger John Murphy, Mt. Crested Butte Mayor David Clayton, Crested Butte Mayor Aaron Huckstep, and CB Nordic Center Director Keith Bauer. He plans to meet with Mayors Huckstep and Clayton to discuss winter travel management and the specific issues.
2. Curecanti Recreation Area. Commissioner Houck informed the Board that he met with Senator Michael Bennet representative John Whitney to discuss this ongoing issue. He also met with Park Service representative Bruce Noble and CA Baumgarten. He indicated that nothing has changed, though he would like to include any new parties in the discussion as a result of property ownership changes that have occurred since the last time this issue was being discussed.

Commissioner Swenson:

1. Thompson Divide Issue. Chairperson Swenson stated that the County may want to provide follow-up correspondence. She will provide a draft for discussion and approval next week.

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2. Director Vacancies. Chairperson Swenson served on the interview panels for the Deputy County Attorney and IT Director positions. A Deputy County Attorney is now under contract, and CM Birnie is close to contracting with an IT Director. She indicated that office space for the IT Director is an issue, and that the best location would be where the Coroner currently offices. Since space has become available in the Public Safety Center, the Coroner will likely move to that space. The Board agreed with this approach.
3. Colorado Workforce Development Council Meeting. Chairperson Swenson attended this recent meeting, during which the Community Development staff gave a presentation. The meeting went well, and the visitors were impressed with the area.
4. Chamber of Commerce Update. Chairperson Swenson informed the Board that the Chamber is working with the City of Gunnison to reduce fees in an effort to sustain the Chamber's funding.

ADJOURN: **Moved** by Commissioner Houck, seconded by Commissioner Chamberland to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 11:36 am.

_____
Paula Swenson, Chairperson

_____
Phil Chamberland, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 15-16

A RESOLUTION GRANTING AN EXEMPTION FOR A DIVISION OF LAND FROM THE DEFINITION OF THE TERMS "SUBDIVISION" AND "SUBDIVIDED LAND" FOR A TRACT OF LAND WITHIN THE SE1/4SW1/4 SECTION 23, TOWNSHIP 11 SOUTH, RANGE 88 WEST, 6TH P.M. PETROCCO EXEMPTION

WHEREAS, pursuant to C.R.S. 30-28-101(10)(d), the Board of County Commissioners of Gunnison County may exempt a division of land from the statutory definitions of the terms "subdivision" and "subdivided land" if the Board determines that such division is not within the purposes of C.R.S. 30-28-101 *et seq.*; and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado is informed of the following:

1. In 1940, Antonio Petrocco, the owner's grandfather, purchased a 20-acre parcel, which included the subject parcel.
2. In 1970, Antonio Petrocco sold 15-acres to the Marble Ski Area, Inc. and retained 5-acres, which included the subject parcel.
3. In 1978, the subject parcel was deeded to Antonio Petrocco's heirs and was divided into 4 parcels (1.25-acres each). Debbie Petrocco's immediate family was deeded a 1.25-acre parcel and purchased the adjoining 1.25-acre parcel from their cousin Edward Hogue and combined it into the existing 2.5-acre parcel.
4. In 1990, Debbie Petrocco's father, Erocle Petrocco, deeded the property to his 6 children.
5. In 1994, the family built a cabin on the property and hauled water for seasonal household use during the summer months and hunting season.
6. The owner would like to the opportunity to obtain a well permit from the Colorado Division of Water Resources to provide for a water supply for the existing residence.
7. The property is located within the Crystal River drainage, which is over-appropriated and

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groundwater is subject to priority administration.

8. In discussions between Gunnison County and the Colorado Division of Water Resources, a solution, which is acceptable to the Division of Water Resources, would be to have the County exempt the parcel from the statutory definition of "subdivision" and "subdivided" land. The Division of Water Resources would then be able to issue an exempt "household-use only" well permit for single-family residential use; and

WHEREAS, a "household-use-only" well is the planned water supply for the existing cabin on the 2.5-acre parcel, legally described as within the SE1/4SW1/4 Section 23, Township 11 South, Range 88 West, 6th P.M.; and

WHEREAS, the Board of County Commissioners desires that the owner of the subject parcel should not be impaired in their general ability to obtain a "household-use-only" well permit; and

WHEREAS, the Board of County Commissioners desires to exempt the subject parcel from the definitions of "subdivision" and "subdivided land" pursuant to C.R.S. 30-28-101(10)(d) for the limited purpose of facilitating the "exempt" status of a single "household-use-only" well.

NOW, THEREFORE, BASED ON THE FINDINGS SET FORTH ABOVE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that an exemption is granted, pursuant to C.R.S. 30-28-101(10)(d), for the 2.5-acre parcel, SE1/4SW1/4 Section 23, Township 11 South, Range 88 West, 6th P.M., from the definition of "subdivision" and "subdivided land" for the limited purpose of facilitating the "exempt" status of a single "household-use-only" well.

INTRODUCED by Commissioner Chamberland, seconded by Commissioner Houck, and adopted this 21st day of July, 2015.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Chamberland – yes; Houck – yes; Swenson – yes.

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 7-28-2015

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Attached are the draft 7/28/15 BOCC meeting minutes for consideration.

Fiscal Impact: None

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/4/2015

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 8/18/2015

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
July 28, 2015

The July 28, 2015 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present were:

Paula Swenson, Chairperson
Phil Chamberland, Vice-Chairperson
Jonathan Houck, Commissioner

Matthew Birnie, County Manager
Katherine Haase, Clerk to the Board
Others Present as Listed in Text

CALL TO ORDER: Chairperson Swenson called the meeting to order at 1:00 pm.

CORRESPONDENCE:

1. Spruce Beetle Epidemic and Aspen Decline Management Response Comments. The draft correspondence was created by Commissioner Houck. **Moved** by Commissioner Chamberland, seconded by Commissioner Houck to sign and submit the draft letter. Motion carried unanimously.

2. Legislative Exchange Proposal for Thompson Divide Leases. Commissioner Chamberland informed the Board that he had conversations with representatives from the offices of Senator Gardner and Congressman Tipton, and both offices expressed concerns related to tying the SG Interests proposal to a greater overall proposal that will likely require a lengthy discussions. He also stated that neither Senator Gardner nor Congressman Tipton support mineral withdrawal at this time. While Commissioner Chamberland is supportive of mineral withdrawal as part of an overall solution, he is not in favor of surface occupancy. While he would not be opposed to the idea of more than one proposal, he stated his preference that one overall proposal be evaluated for the area. He also expressed urgency due to the nearing expiration of some leases.

   Chairperson Swenson stated that she would not support isolated exchanges in this area because of concerns related to splintering efforts, particularly because it could undermine Delta County's efforts. Commissioner Chamberland indicated that he shared Chairperson Swenson's opinion on this issue with Senator Gardner and Congressman Tipton.

   Commissioner Houck stated his support for a comprehensive process and a compromised position between all affected parties. **Moved** by Chairperson Swenson, seconded by Commissioner Houck to send the letter, with one ministerial correction. Motion carried. Commissioner Chamberland voted against the motion.

RATIFICATION OF APPROVAL AND SIGNATURE; CLOSING INSTRUCTIONS, SETTLEMENT STATEMENT (HUD-1), HUD-1 ATTACHMENT, HUD-1 ADDENDUM, WARRANTY DEED, AFFIDAVIT AND AGREEMENT, AND REAL ESTATE TAX AGREEMENT; 1420 ROCK CREEK ROAD, GUNNISON, CO 81230; $149,700: **Moved** by Commissioner Chamberland, seconded by Commissioner Houck to ratify the signatures. Motion carried unanimously.

ADJOURN: **Moved** by Commissioner Chamberland, seconded by Commissioner Houck to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 1:12 pm.

_____
Paula Swenson, Chairperson

_____
Phil Chamberland, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC meeting minutes; 8-11-2015

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Attached are the draft 8/11/2015 BOCC meeting minutes for consideration

Fiscal Impact:

Submitted by: Bre Shelton **Submitter's Email Address:** bshelton@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/14/2015

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 8/18/2015

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
August 11, 2015

The August 11, 2015 meeting was held in the Commissioners' boardroom in the Courthouse located at 200 E. Virginia, Gunnison, Colorado. Present were:

Paula Swenson, Chairperson
Phil Chamberland, Vice-Chairperson
Jonathan Houck, Commissioner

Matthew Birnie, County Manager
Bre Shelton, Clerk to the Board

CALL TO ORDER: Chairperson Swenson called the meeting to order at 12:57 pm.

Ratification of County Manager Signature; Contract to Buy and Sell Real Estate (Residential); Authorization for County Manager to Negotiate the Sale and Sign All Sales Documents; Moved by Commissioner Chamberland, seconded by Commissioner Houck, to approve the Ratification of County Manager Signature; Contract to Buy and Sell Real Estate (Residential); Authorization for County Manager to Negotiate the Sale and Sign All Sales Documents. Motion carried unanimously.

Authorization for County Manager Signature; County Forest Payment Agreement: Moved by Commissioner Chamberland, seconded by Commissioner Houck, to approve the Authorization for County Manager Signature; County Forest Payment Agreement. Motion carried unanimously.

Loan Agreement; Promissory Note; Gunnison Valley Regional Housing Authority; Anthracite Place Apartments; $100,000: Moved by Commissioner Chamberland, seconded by Commissioner Houck, to approve the Loan Agreement; Promissory Note; Gunnison Valley Regional Housing Authority; Anthracite Place Apartments of $100,000. Motion carried unanimously.

Resolution; Regarding Land Exchange, Lot Cluster, and Driveway Permit; Townsite of Irwin; Sandra Stratman; Direction to Staff; Authority to Execute: Moved by Commissioner Chamberland, seconded by Commissioner Houck, to approve Resolution 2015-17 Regarding Land Exchange, Lot Cluster, and Driveway Permit; Townsite of Irwin; Sandra Stratman; Direction to Staff; Authority to Execute. Motion carried unanimously.

ADJOURN: Moved by Commissioner Houck, seconded by Chairperson Swenson to adjourn the meeting. Motion carried. The meeting adjourned at 12:58 pm.

_____
Paula Swenson, Chairperson

_____
Phil Chamberland, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

_____
Bre Shelton, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement between Gunnison Count

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Please see the attached that was provided by the Gunnison County Clerk and Recorder.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 8/13/2015

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

Comments:
ok db 8/7/15

Reveiwed by: Discharge Date: 8/13/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: Discharge Date: 8/13/2015

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

Agenda Date: 8/18/2015

Revised April 2015

Kathy Simillion
County Clerk & Recorder
221 N. Wisconsin Street, Suite C
Gunnison, Colorado 81230

Gunnison County
COLORADO

Clerk (970) 641-1516
Elections (970) 641-7927
Elections Fax (970) 642-4675
Motor Vehicle (970) 641-1602
Recording (970) 641-2038
Motor Vehicle & Recording Fax (970) 641-7956

August 6, 2015

Matthew Birnie, County Manager
COUNTY OF GUNNISON
200 East Virginia
Gunnison, CO 81230

RE: Intergovernmental Agreement –
November 3, 2015 Coordinated Election

Dear Matthew,

Please find enclosed herewith, the Intergovernmental Agreement between the Gunnison County Clerk and Recorder and the Gunnison County Board of Commissioners for the November 3, 2015, Coordinated Election. You will notice we have redesigned our Intergovernmental Agreement format in an effort to better serve the coordinating entities. Included in this, you will notice we have projected election costs for your school district based on a proportionate cost per registered eligible voter. It is our intent not to subsidize the election but, rather, it is our intent to ensure that each local government funds its fair and proportionate share of the actual costs of the election.

Please have the appropriate individuals sign and return to my attention, in the enclosed mailing envelope, at your earliest convenience. Please note, per C.R.S. 1-7-116(2), the date of Tuesday, August 25, 2015, is the deadline for Intergovernmental Agreements to signed by County Clerks and political subdivisions. Once I receive, I will then obtain all additional necessary signatures and will mail you a fully executed copy.

Should you have questions or comments regarding this agreement, please do not hesitate to contact me.

Sincerely,

Diane L. Folowell
State of Colorado Certified Election Official
Gunnison County Election Supervisor/Chief Deputy

Enclosures as stated

INTERGOVERNMENTAL AGREEMENT

BETWEEN

GUNNISON COUNTY CLERK AND RECORDER

AND

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Regarding the Conduct and Administration of the
NOVEMBER 3, 2015
COORDINATED ELECTION

Prepared by:
Kathy Simillion
Gunnison County Clerk and Recorder
221 N. Wisconsin Street
Gunnison, Colorado 81230
(970) 641-7927

THIS AGREEMENT is made by and between the Gunnison County Clerk and Recorder ("County Clerk") and the Board of County Commissioners of the County of Gunnison, Colorado ("Jurisdiction") collectively as the ("Parties"); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the County Clerk and Jurisdiction have determined that it is in the best interest of the taxpayers and the electors to conduct a coordinated election ("Coordinated Election") on November 3, 2015; and

WHEREAS, such agreements are authorized by Colorado law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.) ("Election Code"). Pursuant to the Election Code, the election participants are required to execute agreements with the County Clerk for this purpose and may include municipalities, school districts, and special districts within Gunnison County limits and the State of Colorado.

2. The County Clerk is designated as the Chief Election Official ("CEO").

3. FURTHER, the Parties agree as follows:

SECTION I.
DEFINITIONS

1.1 DEFINITIONS:

A. "Address Library Report" means the address report from the Secretary of State ("SOS") voter registration system which defines street addresses within the jurisdiction.

B. "Chief Election Official", ("CEO") shall mean the Gunnison County Clerk and Recorder who shall act as the "Coordinated Election Official," as defined within the Colorado Election Code and SOS Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Colorado Election Code and SOS Rules which require action by the CEO.

C. "Colorado Election Code" means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.)

D. "Coordinated Election" means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the

same day and the eligible electors are all registered electors, and the County Clerk is the Chief Election Official for the jurisdictions.

E. "Contact Officer" who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.

F. "Designated Election Official" ("DEO"), who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Colorado Election Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.

G. "IGA" means Intergovernmental Agreement between the County Clerk and the Jurisdiction for election coordination.

H. "Jurisdiction" means those Jurisdictions or local governments participating in the Coordinated Election under the terms of this Agreement.

I. "Local Government Election Code" means or any other Title of C.R.S governing participating Jurisdiction's election matters.

J. "Mail Ballot Packet" means the packet of information provided by the chief election official to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, a secrecy envelope, and a return envelope. § 1-7.5-103(5), C.R.S.

K. "Post-Election Audit" means such audit as set forth in SOS Rule 11.3.3.

L. "Proposed Jurisdiction" means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database.

M. "SOS" means State of Colorado Secretary of State.

N. "SOS Election Calendar" means the most recent election calendar as published on the SOS website located at www.sos.state.co.us.

O. "SOS Rules" means State of Colorado Secretary of State Rules

SECTION II
JURISDICTIONAL LIMITATION

2.1 THE LIMITATIONS OF THE JURISDICTION INCLUDE:

A. The Jurisdiction encompasses territory within Gunnison County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Gunnison County.

B. Where the Jurisdiction is entirely contained within Gunnison County, the CEO has jurisdiction in setting ballot order and number. When the Jurisdiction is split among more than one county, the CEO agrees to coordinate with the Controlling County CEO, pursuant to SOS Rule 4.2, prior to agreeing upon ballot order or numbering.

SECTION III
COUNTY CLERK AND JURISDICTION RESPONSIBILITIES

The County Clerk and the Jurisdiction shall each perform their respective duties and/ or functions within the context of this Agreement:

3.1 JOINT RESPONSIBILITIES

A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices if required.

B. Nothing herein shall be deemed or construed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election.

C. All parties shall adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.

D. All parties shall enforce all provisions of the Fair Campaign Practices Act as they may apply to the conduct of the election.

3.2 THE COUNTY CLERK SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION:

A. Designate a "Contact Officer". The CEO has designated the Gunnison County Election Manager, Diane Folowell, who will serve under the authority of the CEO as the Contact Officer. The Contact Officer shall have the specific duty of assisting with the election of the Jurisdiction (such oversight shall not preclude such Contact Officer from assisting with the elections of other jurisdictions or from performance of other tasks as delegated by the CEO). The Contact Officer shall provide to the

Jurisdiction's DEO such advice (not including legal advice) and oversight as may help in the conduct of the Jurisdiction's election. The Contact Officer may be reached by telephone at 970-641-7927, fax at 970-642-4675 or e-mail to dfolowell@gunnisoncounty.org.

B. Give assistance and information to the DEO of the Jurisdiction on any matter related to elections to ensure the smooth and efficient operation of the election (such information shall not include legal advice).

C. Adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.

D. Enforce all provisions of the Fair Campaign Practices Act as they may apply to the conduct of the election.

E. Use the Address Library Report attached hereto and incorporated herein by reference as Exhibit A and any documents provided regarding annexation, inclusion and or exclusion, to identify eligible electors within the Jurisdiction.

1. Provide the Jurisdiction with an Address Library Report which defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor data along with a Boundary Map attached hereto and incorporated herein by reference as Exhibit B.

2. County Clerk will verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

3. Receive from Proposed Jurisdictions a certified legal description, map, and street list, identifying all street ranges for street addresses within the proposed Jurisdiction by no later than 5:00 p.m. MST September 4, 2015. In the event residential addresses are not available, the Proposed Jurisdiction will be required to provide a list of the land parcel numbers which are within the boundaries of the Proposed Jurisdiction.

4. Receive from the Jurisdiction a certification of the accuracy of the Address Library Report and Boundary Map, along with any changes, additions, or deletions that need to be made, to the CEO by no later than 5:00 p.m. MST September 4, 2015. If the street list information and/ or certification are not provided by the date specified herein, the Jurisdiction may not participate in this Coordinated Election.

5. Receive from the Jurisdiction a certification of any annexations, inclusions, and or exclusions, adopted since January 1 of the current year, to the CEO by no later than 5:00 p.m. MST September 4, 2015.

If the certification and/ or supporting documents are not provided by the date specified herein, the Jurisdiction may not participate in the Coordinated Election.

F. Contract for Mail Ballot Packets with a vendor acceptable to the CEO and remit payment directly to the vendor.

G. Lay out the text of the official ballots in a format that complies with the Colorado Election Code.

H. Provide ballot printing layouts and text for proofreading and signature approval by the Jurisdiction prior to final ballot printing.

I. Mail the ballot packets as required by the Colorado Election Code.

J. Make available a certified list of registered voters on or before the deadline as set forth within the SOS Election Calendar attached hereto and incorporated herein by reference as Exhibit C.

K. Appoint, instruct, oversee, and administer the payment of the judges of the election.

L. Coordinate with the Board of Commissioners.

M. Prepare and run the required Logic and Accuracy test deck.

N. If applicable, provide daily business day pick-up of the sealed ballot container(s) containing voted ballots from all assigned locations. Provide replacement sealed empty ballot container(s).

O. Publish and post the required legal notices pursuant to § 1-5·205(1) , C.R.S. Notice shall be published for the Jurisdiction's ballot issues, ballot questions, and/ or candidates on or before the deadline as set forth within the SOS Election Calendar.

P. CEO will refer members of the press to the DEO regarding specific questions about candidates or ballot questions.

Q. Provide the necessary electronic voting tabulation equipment, personnel properly trained in electronic tabulating equipment, programming of the vote tabulating equipment, and the facility to conduct the ballot tabulation.

R. Conduct and oversee the process of counting the ballots and reporting the results by Jurisdiction.

S. Provide a secure area for no more than one watcher appointed by the Jurisdiction to observe the ballot counting procedures. Jurisdiction shall ensure participation of its personnel in each of the steps of the processing of the ballots prior to tabulating of the ballots.

T. Conduct a recount of the ballots where the final ballot tabulation results are close enough to require a recount by law, or if not required by statute, upon the request of the Jurisdiction, for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally. In conjunction with the Jurisdiction, prepare and run the required Post Election Audit before certifying election results.

U. Conduct a canvass of the votes and certify the results of the Jurisdiction's election within the time required by law and forthwith provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Colorado Election Code

V. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County Clerk the total payment.

W. Store all election records as required by the Colorado Election Code.

3.3 THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION AND TABOR NOTICE:

A. The Jurisdiction shall fully perform each and every requisite to ensure that this election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13, Title 1, C.R.S.), the Local Government Election Code, any and all applicable Colorado Revised Statutes, Jurisdiction's Charters and/or its Bylaws.

B. If compliance of the above paragraph 2.2.A. requires approval by ordinance or resolution for participating in the Coordinated Election, upon execution of this Agreement, the Jurisdiction shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction has adopted the Colorado Election Code and that the Jurisdiction will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Jurisdiction or other designated person to execute this Agreement.

C. Identify a DEO to act as liaison between the Jurisdiction and the CEO.

D. DEO shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.

E. Identify immediately to CEO if Jurisdiction is shared by any additional county. Procedures will be followed as per SOS Rule 4.2 to determine

controlling county for purpose of setting up shared races, issues, and questions in coordinated elections.

G. The Jurisdiction confirms that it has sufficient funds available and appropriated in its approved budget to pay its prorated election expenses for this Coordinated Election.

H. This Agreement must be fully executed by no later than August 25, 2015 pursuant to the Colorado Election Code and the SOS Election Calendar. The Jurisdiction must return a signed copy of this Agreement to the CEO prior to that date.

I. Provide at least one member, and no more than two members, from the Jurisdiction available to participate in each of the steps of the election process.

J. Use the Address Library Report provided by the County Clerk to identify eligible electors within the Jurisdiction. In order for the CEO to provide correct ballots to electors, the information contained in the Address Library Report must be accurate. If the street list information and/or certification are not provided by the date specified herein, the Jurisdiction may not participate in this Coordinated Election.

K. Identify any errors, omissions, and/ or corrections to the street ranges used to define Jurisdictional boundaries, in writing by no later than 5:00 p.m. MST September 4, 2015.

L. DEO shall verify and certify to CEO, by submittal of the Address Library Report & Boundary Map Approval Form attached hereto and incorporated herein by reference as Exhibit D, the accuracy of the Address Library Report and Boundary Map including any changes, additions, or deletions to be made to the street ranges and return with signed IGA on or before the deadline as set forth within the SOS Election Calendar. CEO shall have no obligation whatsoever to perform such verification.

M. Proposed Jurisdictions, not already identified by a tax authority code in the County Assessor's records, will provide the CEO's office with a certified legal description, map, and a street list, identifying the street ranges for all streets within the Jurisdiction by no later than 5:00 p.m. MST September 4, 2015. In the event residential addresses are not available, the proposed Jurisdiction agrees to provide a list of the land parcel numbers that are within the boundaries of the proposed Jurisdiction.

N. DEO shall verify and certify to CEO of any annexations, inclusions, and or exclusions, to the Jurisdiction, including all supporting documents, by no later than 5:00 p.m. MST September 4, 2015.

O. The DEO and not the CEO, shall be responsible to provide each candidate with the necessary petition. The DEO shall review all petition information and verify the information against the registration records, and, where applicable, the County Assessor's records as per §1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient and after the time for protest has passed the DEO shall certify the candidate to the ballot, and, if the election is a Coordinated Election, so notify the CEO.

P. Provide a certified copy, and an electronic copy in a ".doc or .rtf" format as an email attachment to the Clerk's office at dfolowell@gunnisoncounty.org AND ksimillion@gunnisoncounty.org, of the ballot content (candidates, issues and questions) exactly as it is to appear and be printed on the ballot pages and sample ballots. The certified list of candidates, ballot issues and/or ballot questions shall be final and the Clerk shall not make any changes to the same. Such certified copy and electronic transmission shall be received at the earliest possible time but, in accordance with C.R.S. 1-5-203(3) (a), by no later than 5:00 p.m. MST September 4, 2015.

Q. The Jurisdiction shall proofread and approve the ballot language for printing as soon as the proposed ballot is available. The Jurisdiction shall designate a person to be available for proofing and approving ballot content prior to printing by completing and returning the Designated Individual for Ballot Proofing and Approval Form, attached hereto and incorporated herein by reference as Exhibit E, by no later than 5:00 p.m. MST September 10, 2015. The designated individual shall be available from 8:00 a.m. to 5:00 p.m. MST from September 10, 2015 until final approval of the ballots for printing.

R. Jurisdiction is strongly encouraged to write initiatives in plain, non-technical language, worded with simplicity and clarity in compliance with all statutory requirements as per § 1-40-105(1), C.R.S.

S. Jurisdiction shall attempt to limit content to four linear ballot column inches. Content exceeding this limit will be subject to additional fees. Content limits shall not apply to candidate races.

T. Respond to inquiries as follows: The CEO shall respond to all correspondence and calls within its expertise relating to election procedures. The CEO and Contact Officer shall refer correspondence and calls concerning the substance of the ballot issues or the operations of the Jurisdiction to a person designated by the Jurisdiction to the CEO at least forty-five (45) days prior to this election. The DEO shall have staffing by Jurisdiction and be available to the CEO; and also shall reply to the originator of such substance and operations questions within a reasonable

time after being notified of the same by the CEO. The DEO shall refer correspondence and calls relating to election procedures, and which are outside of the DEO's expertise, to the Contact Officer for response.

U. Determine the ballot title and text.

V. Certify, if applicable, the candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the County Election Division) in a plain text format on or before the deadline as set forth within the SOS Election Calendar. The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates (order determined by lot drawing, or if applicable, city / town charter), ballot issues, and/ or ballot questions shall be final and the County Clerk will not be responsible for making any changes after the certification, except those prescribed by statute. We will not accept text with bold, italic, underline, bullets tables or indentations. All caps are reserved for TABOR issues only per the Colorado Election Code.

W. Jurisdiction is to provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot at the time ballot content is certified to the County Clerk. The jurisdiction shall call and leave a voice mail recording at 970-641-7927 and include each candidate's name; jurisdiction and title of office no later than September 9, 2015.

X. Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after 5:00 p.m. MST September 4, 2015, may result in their candidates, issues, or questions not being on the ballot. In such event, the Jurisdiction will be required to provide for its own election at its sole expense and the remaining terms and conditions of this Agreement will automatically terminate. The Jurisdiction shall also reimburse the full and actual costs of the activities of the CEO relating to the election.

Y. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to CEO before the printing of the ballots within 24 hours of receipt of layout.

Z. Prepare, hand-count, and deliver to the CEO, the required test deck of ballots for testing the electronic vote counting equipment.

AA. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction shall utilize the online inquiry terminal to access the State of Colorado and Gunnison County voter registration records to confirm voter registration and verify "property ownership" information at:

http://www.sos.state.co.us/pubs/elections/forms/voterLookup-DEO.pdf

BB. The DEO shall verify and certify to the CEO, by no later than 5:00 p.m. MST October 14, 2015 pursuant to §1-5-304, C.R.S., an initial and supplemental certified list of "property owners" (if applicable) eligible to vote in the election, as determined by the Jurisdiction, who:

1. Own real property within the Jurisdiction, appear on the State of Colorado list of registered voters, reside at an address as shown, that is not within the boundaries of Gunnison County ("Out of County" property owners); or,

2. Own real property within the Jurisdiction, appear on the Gunnison County list of registered voters, and reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Gunnison County "In County" property owners.

3. The lists shall be submitted as an electronic copy. The electronic copy shall be submitted to the CEO using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: eligible elector's county identification number (if applicable), last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and Gunnison County precinct number, if applicable.

CC. Publish and post any required legal notices for the jurisdiction's candidates, ballot issues and/ or ballot questions, other than the notice required by §1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the County Clerk for its records.

DD. Provide support on the day of the election via telephone and in person, should the need arise, from 7:00 am until counting of the ballots is completed. Designated contact person for Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided.

EE. Notify the CEO within twenty-four hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County Clerk for the full cost of the recount. If other Jurisdictions are included in the recount the cost of the recount will be pro-rated among the participating Jurisdictions as per §1-10.5-101, C.R.S.

SECTION IV
COMPENSATION

4.1 COMPENSATION DUE TO COUNTY CLERK.

A. In consideration for the County Clerk conducting the Coordinated Election and providing the services identified in above Section 3.2 herein, the Jurisdiction shall compensate the County Clerk at a cost of Two and 83/100 U.S. Dollars ($2.83) per registered voter, based upon eligible registered voters as of August 6, 2015, for an approximate total amount of Fifteen Thousand Nine Hundred Eighty Nine and 50/100 U.S. Dollars ($15,989.50), not to exceed an increase of more than 10%. The costs may vary based on the number of jurisdictions that proceed with ballot measures and/or elections.

B. Any additional election costs resulting from Jurisdiction delays, special preparations, cancellations, recounts or other special circumstances relating to the Jurisdiction's participation in the Coordinated Election shall be allocated on a time and materials basis of Fifty and No/100 U.S. Dollars ($50.00) per hour per employee for labor and actual cost of materials.

C. Within thirty (30) days from the date of receipt of County Clerk's invoice for costs incurred in relation to conducting the Coordinated Election, the Jurisdiction shall remit total payment due and owing to the County Clerk.

SECTION V
CANCELLATION OF ELECTION

5.1 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, then notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred both before and after the CEO's receipt of such notice. The Jurisdiction shall provide and post notice the withdrawal of election by publication as defined in the Colorado Election Code by no later than 5:00 p.m. MST September 4, 2015. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see SOS Election Calendar), the text provided by the Jurisdiction cannot be removed from the ballot and/ or the Ballot Issue notice (TABOR Notice) and Jurisdiction shall owe and pay the full amount under this Agreement.

SECTION VI
GENERAL MATTERS

6.1 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Colorado Election Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this agreement and/ or the deadlines as published in the SOS Election Calendar or the Colorado Election Code may result in consequences up to and including termination of this agreement.

6.2 TERM.

The term of this Agreement shall continue until all statutory requirements concerning the creation, printing, and distribution of the TABOR Notice, if needed, and conduct of the election are fulfilled.

6.3 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

6.4 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, and following the same formality as the execution of the initial Agreement.

6.5 DEFAULT.

Should the Jurisdiction fail to comply with the terms and conditions of this Agreement, the County Clerk shall have no obligation whatsoever to perform the services identified herein to conduct and administer a Coordinated Election for said Jurisdiction.

6.6 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County Clerk: Kathy Simillion
Gunnison County Clerk and Recorder
Elections Division
221 N. Wisconsin Street
Gunnison, CO 81230
Fax: (970) 642-4675

To Jurisdiction: Board of County Commissioners
of the County of Gunnison, Colorado
200 East Virginia Avenue
Gunnison CO 81230
Fax: (970) 641-7696

6.7 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.

In the event that any provision in this Agreement conflicts with the Colorado Election Code, Local Government Election Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

6.8 NO THIRD PARTY BENEFICIARIES.

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County Clerk and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

6.9 ENTIRE AGREEMENT.

The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

GUNNISON COUNTY CLERK AND RECORDER

By: _____ Date: _____
Kathy Simillion

ATTEST:

_____
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By:_____
Paula Swenson, Chairperson

Date: _____

ATTEST:

_____
Deputy County Clerk

LIST OF EXHIBITS

Exhibit A	Address Library Report
Exhibit B	Boundary Map
Exhibit C	SOS Election Calendar (subject to updates)
Exhibit D	Address Library Report & Boundary Map Approval Form
Exhibit E	Designated Individual for Ballot Proofing and Approval Form

County: Gunnison
User Name : Kathy Simillion

County Out

Date : 07/28/2015 01:58 PM
Report No. : AL-001

District : MISC OTHER - MUNCIPALITY OUT Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126001.130		10TH	ST		1-15	A			SOMERSET	81434	
3056126001.130		1ST			1-20	A			SOMERSET	81434	
3056126001.130		2ND	ST		14-31	A			SOMERSET	81434	
3056126011.125		3RD	ST		1-100	A			PITKIN	81241	
3056126001.130		4TH	ST		6-66	A			SOMERSET	81434	
3056126001.130		7TH	ST		19-20	A			SOMERSET	81434	
3056126001.130		8TH	ST		20-20	A			SOMERSET	81434	
3056126001.130		9TH	ST		15-15	A			SOMERSET	81434	
3056126007.63		ABRIL	LN		3167-3201	A			GUNNISON	81230	
3056126005.16		ACE	CT		1-2000	A			CRESTED BUTTE	81224	
3056126002.113		ALPINE	ST		1-175	A			MARBLE	81623	
3056126005.16		ALPINE	CT		11-188	A			CRESTED BUTTE	81224	
3055926008.5		ALPINE PLATEAU	RD		21399-21401	A			CIMARRON	81220	
3056126006.131		AMERICAN MOUNTAIN			100-2000	A			TINCUP	81210	
3055926013.65		AMIGO	WAY		1-50	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126005.14		ANDERSON	DR		1-1000	A			CRESTED BUTTE	81224	
3056126005.26		ANDREAS	CIR		1-800	A			CRESTED BUTTE	81224	
3055926008.64		ANTELOPE	RD		1-1106	A			GUNNISON	81230	
3056126007.63		APACHE	RD		45-672	A			GUNNISON	81230	
3056126005.17		APPALOOSA	LN		1-1000	A			CRESTED BUTTE	81224	
3056126007.63		ARAPAHOE	RD		1-500	A			GUNNISON	81230	
3056126011.125		ARMSTRONG	ST		1-339	O			PITKIN	81241	
3056126011.125		ARMSTRONG GULCH	RD		1-4500	A			PITKIN	81241	
3056126002.113		ASPEN	ST		1-200	A			MARBLE	81623	
3055926008.4		ASPEN	DR		1-725	A			CIMARRON	81220	
3056126005.26		ASPEN	LN		1-900	A			CRESTED BUTTE	81224	
3055926008.7		ASPEN	TRL		10-600	A			CIMARRON	81220	
3055926013.65		ASPEN	TRL		19-689	A			GUNNISON	81230	
3056126006.36		ASPEN MOUNTAIN	RD		1-5000	A			CRESTED BUTTE	81224	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126005.26		AVENUE D			1-300	A			CRESTED BUTTE	81224	
3056126005.26		AVENUE E			1-300	A			CRESTED BUTTE	81224	
3056126005.28		AVENUE F			1-300	A			CRESTED BUTTE	81224	
3056126005.26		AVENUE G			1-700	A			CRESTED BUTTE	81224	
3056126005.28		AVENUE H			1-691	A			CRESTED BUTTE	81224	
3056126005.17	N	AVION	DR		1-500	A			CRESTED BUTTE	81224	
3056126005.17	S	AVION	DR		1-800	A			CRESTED BUTTE	81224	
3055926008.8		BALSAM	TRL		36-180	A			CIMARRON	81220	
3055926008.5		BALSAM	RD		76-861	A			CIMARRON	81220	
3055926008.5		BALSAM	DR		770-890	A			CIMARRON	81220	
3055926013.65		BAMBI	LN		1-1000	A			GUNNISON	81230	
3056126002.113		BANNOCKBURN			139-200	A			MARBLE	81623	
3056126005.14		BARBRA	PL		1-1000	A			CRESTED BUTTE	81224	
3055926013.65		BASIN PARK	DR		1-1000	A			GUNNISON	81230	
3056126006.2		BEAR	TRL		1-500	A			ALMONT	81210	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926008.6		BEAR	TRL		1-1500	A			CIMARRON	81220	
3056126006.2		BEAR PAW	TRL		1-1000	A			ALMONT	81210	
3055926008.6		BEAVER	PL		1-1000	A			CIMARRON	81220	
3056126011.86B		BENCH	RD		44-96	A			PARLIN	81239	
3056126005.97		BETHEL	RD		1-1000	A			CRESTED BUTTE	81224	
3055926008.64		BEVINGTON	RD		36-332	A			GUNNISON	81230	
3055926008.59		BIG CIMARRON	RD		1-1600	A			GUNNISON	81230	
3056126011.86		BIG HORN	DR		1-100	A			OHIO CITY	81237	
3056126005.16		BIRDIE	WAY		1-100	A			CRESTED BUTTE	81224	
3056126007.63		BLACKFOOT	TRL		62-551	A			GUNNISON	81230	
3055926008.128		BLACKSAGE	WAY		1-1000	A			POWDERHORN	81243	
3056126005.14		BLACKSTOCK	DR		1-700	A			CRESTED BUTTE	81224	
3055926008.128		BLM ROAD 3016			1-1582	A			POWDERHORN	81243	
3055926013.81		BLM ROAD 3061			551-551	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126007.63		BLUE HERON	PT		1-100	A			GUNNISON	81230	
3055926008.75		BLUE MESA	DR		100-15497	A			POWDERHORN	81243	
3056126011.125		BONNIE BRAE	DR		200-500	A			PITKIN	81241	
3056126005.14		BRACKENBURY	ST		9-222	A			CRESTED BUTTE	81224	
3056126005.17		BRIDLE SPUR	WAY		1-1000	A			CRESTED BUTTE	81224	
3056126006.100		BRISTLE CONE	TRL		1-500	A			ALMONT	81210	
3056126011.121		BROADWAY			1-300	A			OHIO CITY	81237	
3056126006.1		BROOK	PL		1-100	A			ALMONT	81210	
3056126002.113		BROOKIE	DR		160-1012	A			MARBLE	81623	
3056126005.14		BRYANT	AVE		1-6000	A			CRESTED BUTTE	81224	
3056126005.17		BUCKHORN	WAY		1-500	A			CRESTED BUTTE	81224	
3056126005.26		BUCKLEY	DR		50-426	A			CRESTED BUTTE	81224	
3055926008.75		BUCKSKIN	TRL		1-100	A			GUNNISON	81230	
3055926008.75		BUCKSKIN	WAY		1-100	A			GUNNISON	81230	
3055926008.6		BUCKSKIN	DR		15-74	A			CIMARRON	81220	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926008.64		BUENA VISTA	DR		1-100	A			GUNNISON	81230	
3055926010.84		CACTUS HILL	DR		2-400	A			GUNNISON	81230	
3056126006.36		CADDIS	DR		1-100	A			CRESTED BUTTE	81224	
3056126007.67		CADDIS FLY	LN		1-150	A			GUNNISON	81230	
3055926013.65		CAMINO	CT		100-102	A			GUNNISON	81230	
3055926013.65		CAMINO DEL RIO			80-1050	A			GUNNISON	81230	
3056126006.0316		CANDLELIGHT	LN		50-696	A			GUNNISON	81230	
3056126002.113		CANYON	CT		24-24	A			MARBLE	81623	
3055926008.128		CARDWELL DRAW	RD		1-8000	A			POWDERHORN	81243	
3056126005.14		CASCADILLA	ST		7-1071	A			CRESTED BUTTE	81224	
3055926008.128		CASTLE	DR		1-1500	A			POWDERHORN	81243	
3056126007.63		CASTLE	DR		1-1600	A			GUNNISON	81230	
3056126007.63		CASTLE CREEK	RD		0-200	A			GUNNISON	81230	
3056126005.24		CASTLE ROCK	CT		18-88	A			CRESTED BUTTE	81224	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926008.75		CEBOLLA RIVER	RD		514-572	A			GUNNISON	81230	
3056126005.11		CEMENT CREEK	RD		1-4669	A			CRESTED BUTTE	81224	
3056126005.14		CEMENT CREEK	RD		4670-7511	A			CRESTED BUTTE	81224	
3056126005.26		CHAMPAGNE	LN		1-147	A			CRESTED BUTTE	81224	
3056126011.125		CHARLIES CHALLENGE			1-4010	A			PITKIN	81241	
3056126007.63		CHEKWA	TRL		64-1260	A			GUNNISON	81230	
3056126006.0316		CHERRY	DR		40-50	A			GUNNISON	81230	
3056126005.17		CHESTNUT	LN		1-1000	A			CRESTED BUTTE	81224	
3056126011.125		CHICAGO PARK	RD		100-4100	A			PITKIN	81241	
3056126007.63		CHICKASAW	TRL		50-1000	A			GUNNISON	81230	
3056126002.113		CHILDERS	WAY		1-10	A			MARBLE	81623	
3056126007.63		CHINOOK	TRL		10-1000	A			GUNNISON	81230	
3056126007.63		CHIPPEWA	WAY		44-265	A			GUNNISON	81230	
3055926008.75		CHISHOLM	TRL		1-1000	A			GUNNISON	81230	
3055926008.128		CINNAMON	TRL		1-2000	A			POWDERHORN	81243	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126005.14		CISNEROS	LN		1-1000	A			CRESTED BUTTE	81224	
3056126006.83		CLARK	BLVD		9-143	O			GUNNISON	81230	
3056126005.11		CLARK	WAY		152-160	E			CRESTED BUTTE	81224	
3055926010.84		CLARK	BLVD		200-271	A			GUNNISON	81230	
3056126005.16		CLUB COTTAGE	DR		1-500	A			CRESTED BUTTE	81224	
3055926008.75		COCHETOPA	TRL		17-310	A			GUNNISON	81230	
3055926008.3		COLUMBINE	DR		1-800	A			CIMARRON	81220	
3055926013.81		COLUMBINE	RD		17-400	A			GUNNISON	81230	
3055926008.76		CORRAL GULCH	RD		100-500	A			GUNNISON	81230	
3055926013.65		COTTONWOOD	TRL		1-500	A			GUNNISON	81230	
3055926013.65	E	COTTONWOOD	RD		1-200	A			GUNNISON	81230	
3055926013.65	W	COTTONWOOD	RD		42-396	A			GUNNISON	81230	
3056126005.16		COUNTRY CLUB	DR		1-1000	A			CRESTED BUTTE	81224	
3056126006.0316		COUNTY RD 10			210-4596	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126006.0316		COUNTY RD 11			117-900	A			GUNNISON	81230	
3056126005.97		COUNTY RD 12			100-6300	A			CRESTED BUTTE	81224	
3056126001.110		COUNTY RD 12			19600-30683	A			SOMERSET	81434	
3056126007.63		COUNTY RD 13			1-1064	A			GUNNISON	81230	
3056126007.63	S	COUNTY RD 13			301-323	A			GUNNISON	81230	
3056126007.63		COUNTY RD 14			378-378	A			GUNNISON	81230	
3056126007.63		COUNTY RD 14			380-45323	A			GUNNISON	81230	
3056126007.67		COUNTY RD 15			340-440	A			GUNNISON	81230	
3055926008.64		COUNTY RD 16			100-1826	A			GUNNISON	81230	
3055926008.64		COUNTY RD 17			75-4968	A			GUNNISON	81230	
3055926008.64		COUNTY RD 18			2-1853	A			GUNNISON	81230	
3055926008.64		COUNTY RD 20			115-2801	A			GUNNISON	81230	
3056126006.100		COUNTY RD 209			1446-1446	A			GUNNISON	81230	
3055926008.59		COUNTY RD 21			2126-2200	A			GUNNISON	81230	
3055926008.58		COUNTY RD 24			90-1500	A			CIMARRON	81220	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926008.75		COUNTY RD 25			200-15660	A			GUNNISON	81230	
3055926008.75		COUNTY RD 26			1000-14150	A			GUNNISON	81230	
3056126001.110		COUNTY RD 265			262-6300	A			SOMERSET	81434	
3055926008.75		COUNTY RD 27			1525-11555	A			POWDERHORN	81243	
3055926008.75		COUNTY RD 28			27-707	A			POWDERHORN	81243	
3055926008.75		COUNTY RD 29			10-2500	A			POWDERHORN	81243	
3056126002.99		COUNTY RD 3			11-5499	A			GUNNISON	81230	
3056126002.99		COUNTY RD 3			7000-10001	A			GUNNISON	81230	
3055926008.75		COUNTY RD 30			602-640	A			POWDERHORN	81243	
3056126005.97		COUNTY RD 317			1-9000	A			CRESTED BUTTE	81224	
3055926013.65		COUNTY RD 32			206-3066	A			GUNNISON	81230	
3055926013.65		COUNTY RD 33			20-900	A			GUNNISON	81230	
3055926013.65		COUNTY RD 38			1-8301	O			GUNNISON	81230	
3055926013.81		COUNTY RD 38			44-9444	E			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926013.81		COUNTY RD 38A			188-200	A			GUNNISON	81230	
3056126005.97		COUNTY RD 4			1-1482	A			GUNNISON	81230	
3055926013.81		COUNTY RD 40			25-800	A			GUNNISON	81230	
3055926012.80NA		COUNTY RD 42			525-1116	A			GUNNISON	81230	
3056126011.86B		COUNTY RD 43			1000-5900	A			PARLIN	81239	
3056126011.86B		COUNTY RD 44			1-3100	A			GUNNISON	81230	
3056126011.86		COUNTY RD 44			3101-3499	O			GUNNISON	81230	
3056126011.86B		COUNTY RD 44			3102-3800	E			GUNNISON	81230	
3056126011.86B		COUNTY RD 45			1-1000	A			GUNNISON	81230	
3056126011.86B		COUNTY RD 46			900-4723	A			GUNNISON	81230	
3056126007.63		COUNTY RD 48			1-5000	A			GUNNISON	81230	
3056126007.63		COUNTY RD 48E			250-3500	A			GUNNISON	81230	
3055926013.65		COUNTY RD 50			76-8050	A			GUNNISON	81230	
3056126006.0316		COUNTY RD 51			1-1000	A			GUNNISON	81230	
3056126006.100		COUNTY RD 54			100-1000	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126006.83		COUNTY RD 55			1-1715	A			GUNNISON	81230	
3056126007.102		COUNTY RD 6			1154-7500	A			GUNNISON	81230	
3056126011.86B		COUNTY RD 62			5284-9873	A			GUNNISON	81230	
3055926008.75		COUNTY RD 6YY			4000-12432	A			GUNNISON	81230	
3056126007.63		COUNTY RD 7			39-1741	A			GUNNISON	81230	
3056126011.86		COUNTY RD 70			0-1000	A			GUNNISON	81230	
3056126001.109		COUNTY RD 706			1510-2485	A			SOMERSET	81434	
3056126001.109		COUNTY RD 710			13-8000	A			SOMERSET	81434	
3055926008.75		COUNTY RD 721			200-3200	A			GUNNISON	81230	
3056126007.63		COUNTY RD 727			0-5000	A			GUNNISON	81230	
3056126007.007.140		COUNTY RD 730			404-2100	E			GUNNISON	81230	
3056126007.63		COUNTY RD 730			405-166203	O			GUNNISON	81230	
3056126007.102		COUNTY RD 730			2102-166204	E			GUNNISON	81230	
3056126007.102		COUNTY RD 730			16800-23510	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126005.97		COUNTY RD 734			1-7211	A			GUNNISON	81230	
3056126007.102		COUNTY RD 737			710-2133	A			GUNNISON	81230	
3056126005.17		COUNTY RD 738			1-1097	A			CRESTED BUTTE	81224	
3056126005.97		COUNTY RD 738			1098-9660	A			CRESTED BUTTE	81224	
3056126005.96		COUNTY RD 740			1-4669	A			CRESTED BUTTE	81224	
3056126005.97		COUNTY RD 740			4670-8374	A			CRESTED BUTTE	81224	
3056126006.83		COUNTY RD 742			2-5799	A			ALMONT	81210	
3056126006.83		COUNTY RD 742			5800-32000	E			ALMONT	81210	
3056126006.100		COUNTY RD 742			5833-34601	O			ALMONT	81210	
3056126006.100		COUNTY RD 743			10-18900	A			GUNNISON	81230	
3056126006.100		COUNTY RD 744			120-9000	A			ALMONT	81210	
3056126006.36		COUNTY RD 749			1-1453	O			GUNNISON	81230	
3056126011.86B		COUNTY RD 75			23-757	A			GUNNISON	81230	
3056126005.97		COUNTY RD 759			7100-10000	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126011.86B		COUNTY RD 76			6-3500	A			PARLIN	81239	
3056126011.86		COUNTY RD 76			4042-14902	A			PARLIN	81239	
3056126011.86		COUNTY RD 763			1528-6750	A			GUNNISON	81230	
3056126011.86		COUNTY RD 765			1-9000	A			GUNNISON	81230	
3056126006.83		COUNTY RD 765			12001-26999	A			GUNNISON	81230	
3056126011.86		COUNTY RD 766			1000-2000	A			GUNNISON	81230	
3056126001.110		COUNTY RD 77			1-15700	A			SOMERSET	81434	
3056126011.86		COUNTY RD 771			7-6010	A			OHIO CITY	81237	
3056126007.007.140		COUNTY RD 8			1-3128	A			GUNNISON	81230	
3056126005.97		COUNTY RD 811			10-7600	A			CRESTED BUTTE	81224	
3056126006.100		COUNTY RD 813			31-623	A			GUNNISON	81230	
3056126006.83		COUNTY RD 813			1130-1501	A			GUNNISON	81230	
3056126007.63		COUNTY RD 818			436-5110	A			GUNNISON	81230	
3056126005.26		COUNTY RD 826A			787-1003	A			CRESTED BUTTE	81224	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926008.59		COUNTY RD 858			240-3508	A			CIMARRON	81220	
3055926008.74		COUNTY RD 864			200-9694	A			CIMARRON	81220	
3056126011.86B		COUNTY RD 887			299-8717	A			GUNNISON	81230	
3056126011.86B		COUNTY RD 888			300-120001	A			GUNNISON	81230	
3056126006.0316		COUNTY RD 9			225-606	A			GUNNISON	81230	
3055926008.75		COVE	RD		1-1300	A			GUNNISON	81230	
3056126006.2		COYOTE	TRL		1-500	A			ALMONT	81210	
3056126005.16		COYOTE	CIR		1-500	A			CRESTED BUTTE	81224	
3056126005.17		COYOTE RIDGE	RD		1-200	A			CRESTED BUTTE	81224	
3056126005.24		CREEK COVE			1-100	O			CRESTED BUTTE	81224	
3055926008.3		CREST	DR		132-821	A			CIMARRON	81220	
3056126006.0316		CREST VIEW	DR		1-398	A			GUNNISON	81230	
3055926013.81		CROCUS	RD		1-406	A			GUNNISON	81230	
3055926012.80NA		CROSSCUT	RD		190-230	A			GUNNISON	81230	
3056126002.113		CRYSTAL	DR		12-136	A			MARBLE	81623	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126002.113		CRYSTALLINE	DR		1-170	A			MARBLE	81623	
3055926008.64		CURECANTI	DR		1-1000	A			GUNNISON	81230	
3056126006.1		DEBBY	WAY		7-45	A			GUNNISON	81230	
3055926008.64		DEER	TRL		1-2000	A			GUNNISON	81230	
3056126002.113		DEER	TRL		29-227	A			MARBLE	81623	
3055926008.3		DEER	TRL		740-770	A			CIMARRON	81220	
3056126006.131		DEER PATH	LN		23-250	A			ALMONT	81210	
3056126007.67	W	DENVER	AVE		1100-1198	E			GUNNISON	81230	
3055926014.71	W	DENVER	AVE		1101-1499	O			GUNNISON	81230	
3055926014.66	W	DENVER	AVE		1200-1200	E			GUNNISON	81230	
3056126007.67	W	DENVER	AVE		1202-1210	E			GUNNISON	81230	
3056126007.63	W	DENVER	AVE		1212-1404	E			GUNNISON	81230	
3056126007.67	W	DENVER	AVE		1406-1420	E			GUNNISON	81230	
3056126011.125		DIAMOND	DR		1-1000	A			PITKIN	81241	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926008.64		DOE	CIR		1-100	A			GUNNISON	81230	
3056126006.100		DOUGLAS	TRL		1-500	A			ALMONT	81210	
3056126006.100		DRAGON	LN		1-1000	A			GUNNISON	81230	
3056126007.63		EAGLE	DR		1-500	A			GUNNISON	81230	
3056126005.16		EAGLE	LN		1-2000	A			CRESTED BUTTE	81224	
3056126007.63		EAGLE CREEK	DR		1-1000	A			GUNNISON	81230	
3056126007.63		EAGLE HILL	RD		1-5000	A			GUNNISON	81230	
3056126007.63		EAGLE MEADOW	RD		1-3000	A			GUNNISON	81230	
3056126007.63		EAGLE TRAIL	RD		1-750	A			GUNNISON	81230	
3056126007.63		EAGLE VIEW	DR		1-750	A			GUNNISON	81230	
3055926008.6		EAGLES REST	DR		470-2700	A			CIMARRON	81220	
3056126005.17		EARHART	LN		1-76	A			CRESTED BUTTE	81224	
3056126011.86B		EARL	AVE		1-20	A			PARLIN	81239	
3056126005.24		EAST	LN		1-77	A			CRESTED BUTTE	81224	
3056126006.131		EAST RIVER	LN		1-1000	A			ALMONT	81210	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126005.14		ELCHO	AVE		1-364	A			CRESTED BUTTE	81224	
3056126006.83		ELK	DR		1-500	A			ALMONT	81210	
3055926008.6		ELK	DR		1-506	A			CIMARRON	81220	
3056126005.17		ELK VALLEY	RD		1-500	A			CRESTED BUTTE	81224	
3056126005.14		ENDNER	PL		1-1000	A			CRESTED BUTTE	81224	
3056126006.83		ENDNER	LN		23-101	A			ALMONT	81210	
3055926008.128		ENGINEERS	TRL		1-1500	A			POWDERHORN	81243	
3056126005.14		ESCALANTE	ST		11-600	A			CRESTED BUTTE	81224	
3056126006.0316		ESTY	LN		1-2500	A			GUNNISON	81230	
3056126006.1		EVELYN	LN		99-127	A			GUNNISON	81230	
3056126002.113		EVERGREEN	LN		1200-1250	A			MARBLE	81623	
3056126005.16		FAIRWAY	DR		1-300	A			CRESTED BUTTE	81224	
3055926013.65		FAIRWAY	LN		6-1300	A			GUNNISON	81230	
3055926008.6		FALCON	WAY		1-1000	A			CIMARRON	81220	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126006.0316		FARWAY	DR		1-500	A			GUNNISON	81230	
3055926008.64		FAWN	DR		1-46	A			GUNNISON	81230	
3056126002.113		FELDSPAR	LN		1-8000	A			MARBLE	81623	
3056126005.14		FLOYD	AVE		1-10000	A			CRESTED BUTTE	81224	
3056126011.125		FOREST	TRL		1-1000	A			PITKIN	81241	
3056126005.16		FOREST	LN		1-2000	A			CRESTED BUTTE	81224	
3056126011.125		FOREST SERV RD 770			125-250	A			PITKIN	81241	
3056126001.109		FOREST SERVICE RD 709			100-10400	A			SOMERSET	81434	
3056126011.125		FOSSILL VIEW	RD		100-3000	A			PITKIN	81241	
3056126005.14		FOX	PL		1-1000	A			CRESTED BUTTE	81224	
3056126011.125		FREE SILVER	DR		1-1000	A			PITKIN	81241	
3056126005.16		GARLAND	DR		10-25	A			CRESTED BUTTE	81224	
3056126011.125		GENEVA	LN		1-1000	A			PITKIN	81241	
3056126011.125		GENEVA	LOOP		1-2000	A			PITKIN	81241	
3056126006.83		GEORGE BAILEY	RD		1-500	A			ALMONT	81210	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126005.14		GILLASPEY	AVE		17-430	A			CRESTED BUTTE	81224	
3056126006.0316		GINGKO	DR		63-72	A			GUNNISON	81230	
3056126005.26		GLACIER LILY	WAY		1-115	A			CRESTED BUTTE	81224	
3056126005.14		GLORIA	PL		1-1000	A			CRESTED BUTTE	81224	
3056126006.36		GOLDENSTONE	DR		1-200	A			CRESTED BUTTE	81224	
3055926008.128		GOOSE CREEK	RD		1-2500	A			POWDERHORN	81243	
3056126005.14		GOREN	ST		9-272	A			CRESTED BUTTE	81224	
3056126011.125		GRASSHOPPER	RD		57-8197	A			PITKIN	81241	
3056126006.36		GREEN DRAKE	DR		1-200	A			CRESTED BUTTE	81224	
3056126006.1		GRIZZLY PEAK	RD		10-251	A			ALMONT	81210	
3056126002.113		GULCH	WAY		1-100	A			MARBLE	81623	
3056126011.121		GUNNISON	ST		100-300	A			OHIO CITY	81237	
3056126006.1		GUNNISON HIGHLANDS N			0-0	A			ALMONT	81210	
3056126006.85		GUNNISON RIVER RANCH	RD		1-1400	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926008.75		HALF MOON	TRL		1-1500	A			GUNNISON	81230	
3056126011.125		HALLS GULCH	RD		1-1000	A			PITKIN	81241	
3055926008.8		HAMPTON	RD		201-1410	A			CIMARRON	81220	
3055926013.65		HARTMAN ROCKS	DR		67-913	A			GUNNISON	81230	
3056126005.14		HAVERLY	ST		9-1000	A			CRESTED BUTTE	81224	
3056126007.62		HAWK	DR		1-1000	A			GUNNISON	81230	
3055926008.4		HAZEL LAKE	DR		1-1900	A			CIMARRON	81220	
3056126005.26		HIDDEN RIVER	RD		1-2000	A			CRESTED BUTTE	81224	
3056126005.26		HIDDEN RIVER RANCH	RD		190-568	A			CRESTED BUTTE	81224	
3056126011.125		HIGHLINE	DR		1-1000	A			PITKIN	81241	
3056126002.113		HOKA HEY	TRL		1-500	A			MARBLE	81623	
3056126002.113		HOLLAND	DR		1-1000	A			MARBLE	81623	
3056126005.35		HOMESTEAD	RD		1-500	A			CRESTED BUTTE	81224	
3055926012.80NA		HOMESTEAD	RD		94-425	A			GUNNISON	81230	
3056126007.63		HORSE RIVER RANCH	DR		900-1000	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126005.14		HUCKEBY	WAY		1-1000	A			CRESTED BUTTE	81224	
3056126006.1		HUMMINGBIRD	LN		23-500	A			ALMONT	81210	
3056126011.86B		HWY 114			1-7999	O			GUNNISON	81230	
3055926012.80NA		HWY 114			2-8000	E			GUNNISON	81230	
3056126001.130		HWY 133			2002-4015	A			SOMERSET	81434	
3056126001.110		HWY 133			4016-22250	A			SOMERSET	81434	
3056126002.99		HWY 133			22994-30022	A			SOMERSET	81434	
3056126007.007.067		HWY 135			1-2601	O			GUNNISON	81230	
3055926010.84		HWY 135			2-1098	E			GUNNISON	81230	
3056126006.101		HWY 135			1100-3486	E			GUNNISON	81230	
3056126007.007.140		HWY 135			3487-5865	O			GUNNISON	81230	
3056126006.101		HWY 135			3488-5864	E			GUNNISON	81230	
3056126006.85		HWY 135			5866-7070	E			GUNNISON	81230	
3056126006.85		HWY 135			7072-8349	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126006.83		HWY 135			8350-15100	A			GUNNISON	81230	
3056126006.36		HWY 135			15101-15699	O			GUNNISON	81230	
3056126006.1		HWY 135			15102-15698	E			GUNNISON	81230	
3056126006.2		HWY 135			15701-19816	A			GUNNISON	81230	
3056126005.11		HWY 135			19817-23400	A			CRESTED BUTTE	81224	
3056126005.24		HWY 135			23401-27999	A			CRESTED BUTTE	81224	
3055926008.75		HWY 149			105-33000	A			GUNNISON	81230	
3055926012.80NA	E	HWY 50			41883-41965	A			GUNNISON	81230	
3055926012.80NA	E	HWY 50			42247-43499	A			GUNNISON	81230	
3055926012.80NA	E	HWY 50			43500-47998	E			GUNNISON	81230	
3056126011.86B	E	HWY 50			43501-47999	O			GUNNISON	81230	
3056126011.86B	E	HWY 50			48000-62984	A			GUNNISON	81230	
3055926008.58	W	HWY 50			348-9488	A			CIMARRON	81220	
3055926008.76	W	HWY 50			9801-10775	O			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926008.75	W	HWY 50			10776-16000	A			GUNNISON	81230	
3055926008.64	W	HWY 50			16020-35129	A			GUNNISON	81230	
3055926013.65	W	HWY 50			35130-38362	E			GUNNISON	81230	
3055926008.64	W	HWY 50			35131-39531	O			GUNNISON	81230	
3055926008.76		HWY 92			1-16000	A			GUNNISON	81230	
3056126006.1		ICE MOUNTAIN	DR		100-400	A			ALMONT	81210	
3056126006.2		ILLINOIS CREEK			1-100	A			ALMONT	81210	
3056126007.63		INCA	TRL		38-42	A			GUNNISON	81230	
3055926012.80NA		INDUSTRIAL PARK	RD		100-590	A			GUNNISON	81230	
3055926013.81		IRIS	RD		40-100	A			GUNNISON	81230	
3056126005.25		JACQUELYN	LN		1-95	A			CRESTED BUTTE	81224	
3056126005.14		JANET	PL		1-700	A			CRESTED BUTTE	81224	
3056126006.2		JOLEE	TRL		1-501	A			ALMONT	81210	
3056126005.26		JOURNEYS END	RD		5-535	O			CRESTED BUTTE	81224	
3056126005.26		JOURNEYS END	RD		692-890	A			CRESTED BUTTE	81224	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126005.24		JUDD FALLS	CIR		1-29	A			CRESTED BUTTE	81224	
3055926008.3		JUNIPER	DR		1-1500	A			CIMARRON	81220	
3056126002.113		JUNIPER	CT		27-37	A			MARBLE	81623	
3056126002.113		JUNIPER	CT		55-55	A			MARBLE	81623	
3056126007.007.140		JUNIPER	WAY		103-115	A			GUNNISON	81230	
3055926008.128		KEBLER	TRL		100-1700	A			POWDERHORN	81243	
3056126007.63		KESTREL	DR		1-500	A			GUNNISON	81230	
3056126011.125		KIMMEL GULCH			1-9000	A			PITKIN	81241	
3056126001.130		KING	AVE		1-408	A			SOMERSET	81434	
3056126007.63		KIOWA	TRL		50-1000	A			GUNNISON	81230	
3056126007.67		KOKANEE	CT		80-550	A			GUNNISON	81230	
3056126005.14		KUBLER	ST		1-400	A			CRESTED BUTTE	81224	
3056126005.14		KUBLER	CT		1-500	A			CRESTED BUTTE	81224	
3055926008.4		LAKE	RD		1-500	A			CIMARRON	81220	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126005.26		LAKE IRWIN 10TH	ST		177-520	A			CRESTED BUTTE	81224	
3056126005.26		LAKE IRWIN 11TH	ST		1-480	A			CRESTED BUTTE	81224	
3056126005.26		LAKE IRWIN 7TH	ST		100-494	A			CRESTED BUTTE	81224	
3056126005.26		LAKE IRWIN 8TH	ST		100-670	A			CRESTED BUTTE	81224	
3056126005.26		LAKE IRWIN 9TH	ST		210-451	A			CRESTED BUTTE	81224	
3056126005.28	N	LAKE IRWIN TOWNSITE			0-0	A			CRESTED BUTTE	81224	
3056126005.26	S	LAKE IRWIN TOWNSITE			0-0	A			CRESTED BUTTE	81224	
3056126005.17		LAKE RIDGE	RD		1-1000	A			CRESTED BUTTE	81224	
3056126006.36		LARIAT	RD		1-500	A			CRESTED BUTTE	81224	
3056126005.35		LARK SPUR	LN		1-500	A			CRESTED BUTTE	81224	
3056126005.26		LARKSPUR	DR		1-500	A			CRESTED BUTTE	81224	
3056126005.17		LARKSPUR	LOOP		1-1000	A			CRESTED BUTTE	81224	
3056126006.1		LAUREL	ST		100-200	A			ALMONT	81210	
3056126005.17		LEXIE	CT		1-500	A			CRESTED BUTTE	81224	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126006.85		LICILE	PL		1-200	A			GUNNISON	81230	
3056126011.125		LIME BLUFF	DR		1-1000	A			PITKIN	81241	
3056126005.16		LINKS	CT		1-10	A			CRESTED BUTTE	81224	
3056126005.16		LINKS	LN		1-12	A			CRESTED BUTTE	81224	
3056126011.125		LITTLE ANIA	WAY		1-1000	A			PITKIN	81241	
3056126011.125		LITTLE CHIEF	WAY		1-1000	A			PITKIN	81241	
3056126006.1		LOCHLEVEN	LN		26-216	A			ALMONT	81210	
3056126005.16		LONG	DR		1-500	A			CRESTED BUTTE	81224	
3056126006.85		LOST RIVER	LN		100-460	A			GUNNISON	81230	
3056126005.25		LOWER ALLEN	RD		1-850	A			CRESTED BUTTE	81224	
3056126005.26		LOWER HIGHLANDS	RD		100-860	A			CRESTED BUTTE	81224	
3056126006.0316		LUCILE	PL		1-1000	A			GUNNISON	81230	
3056126006.0316		LUCILE	LN		1-1000	A			GUNNISON	81230	
3056126005.14		LUISA	LN		1-1000	A			CRESTED BUTTE	81224	
3056126006.36		LUPINE	DR		1-500	A			CRESTED BUTTE	81224	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126002.113		LYON	LN		1212-1212	A			MARBLE	81623	
3056126006.0316		MAGNOLIA	DR		1-1000	A			GUNNISON	81230	
3056126006.131		MAIN	ST		1-500	A			TINCUP	81210	
3056126002.113	W	MAIN	ST		915-915	A			MARBLE	81623	
3056126007.63		MALLARD POINT	DR		16-263	A			GUNNISON	81230	
3056126002.113		MARBLE QUARRY	RD		1-3411	A			MARBLE	81623	
3056126002.113		MARBLE VILLAGE	DR		100-5499	A			MARBLE	81623	
3056126005.26		MARMOT	WAY		1-4747	A			CRESTED BUTTE	81224	
3056126011.125		MARQUETTE	TRL		1-1000	A			PITKIN	81241	
3056126006.1		MATCHLESS MTN	RD		36-177	A			ALMONT	81210	
3056126011.86B		MEADOW	RD		1-1000	A			PARLIN	81239	
3056126011.125		MEADOW	LN		1-1000	A			PITKIN	81241	
3056126005.24		MEADOW	LN		1-3000	A			CRESTED BUTTE	81224	
3056126005.26		MEADOW	DR		100-400	A			CRESTED BUTTE	81224	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126002.113		MEADOW	LN		106-758	A			MARBLE	81623	
3056126007.63		MEADOW LARK	TRL		11-564	A			GUNNISON	81230	
3056126005.26		MEADOWS	RD		123-1638	A			CRESTED BUTTE	81224	
3056126005.24		MERIDIAN LAKE	DR		1-700	A			CRESTED BUTTE	81224	
3055926008.64		MESA LOOP	DR		89-373	A			GUNNISON	81230	
3056126002.113		MICA	DR		1-500	A			MARBLE	81623	
3056126002.113		MILTON	WAY		166-1698	A			MARBLE	81623	
3056126011.121		MINERS	AVE		1-150	A			OHIO CITY	81237	
3056126002.113		MINERS	CT		50-50	A			MARBLE	81623	
3056126002.113		MINERS CAMP	RD		50-70	A			MARBLE	81623	
3056126007.102		MOHAWK	TRL		1-1000	A			GUNNISON	81230	
3055926008.75		MONARCH	DR		1-500	A			GUNNISON	81230	
3055926008.75		MONARCH	LN		1-500	A			GUNNISON	81230	
3055926008.75		MONARCH	RD		1-500	A			GUNNISON	81230	
3055926008.75		MONARCH	TRL		1-500	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926013.65		MONTBELLO	RD		70-70	A			GUNNISON	81230	
3055926013.65		MONTE VISTA	RD		30-475	A			GUNNISON	81230	
3056126005.26		MOON RIDGE	LN		1-100	A			CRESTED BUTTE	81224	
3055926008.128		MOSQUITO	TRL		1-1500	A			POWDERHORN	81243	
3055926008.128		MOSQUITO	WAY		1-1500	A			POWDERHORN	81243	
3056126005.16		MOUNTAIN HORIZON	DR		1-2300	A			CRESTED BUTTE	81224	
3056126006.1		MOUNTAIN VIEW	AVE		1-500	A			ALMONT	81210	
3056126006.0316		MOUNTAINSIDE	DR		100-2000	A			GUNNISON	81230	
3056126005.16		MULLIGAN	DR		1-500	A			CRESTED BUTTE	81224	
3056126006.101		MYSTERY	LN		1-300	A			GUNNISON	81230	
3055926012.80NA		NAVAJO	LN		3-133	A			GUNNISON	81230	
3056126005.14		NEVILLE	WAY		1-450	A			CRESTED BUTTE	81224	
3056126005.24		NICHOLSON	LN		1-100	A			CRESTED BUTTE	81224	
3056126005.26		NICHOLSON LK RIDGE	RD		1-624	A			CRESTED BUTTE	81224	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126005.17		NICKY	CT		1-500	A			CRESTED BUTTE	81224	
3056126006.2		NO NAME	RD		1-4	A			ALMONT	81210	
3056126006.0316		NORTH	RD		32-946	A			GUNNISON	81230	
3056126005.17		NORTH AVION	DR		1-400	A			CRESTED BUTTE	81224	
3056126011.125		NORTH POND	RD		1-300	A			PITKIN	81241	
3056126002.113		NUB	ST		25-100	A			MARBLE	81623	
3056126006.83		OAK	ST		1-600	A			ALMONT	81210	
3056126006.0316		OGDEN	LN		1-2784	A			GUNNISON	81230	
3056126006.85		OLD COTTONWOOD	LN		350-500	A			GUNNISON	81230	
3056126007.63		OSAGE	TRL		50-1000	A			GUNNISON	81230	
3056126006.0316		OVERLOOK	DR		1-150	A			GUNNISON	81230	
3056126005.35		OVERSTEEG GULCH	RD		50-600	A			CRESTED BUTTE	81224	
3056126005.14		PACKER	WAY		1-425	A			CRESTED BUTTE	81224	
3055926008.64		PALISADES RETREAT	RD		400-456	A			GUNNISON	81230	
3056126011.125		PANDRAMA	DR		1-1000	A			PITKIN	81241	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126002.113		PANORAMA	DR		57-200	A			MARBLE	81623	
3056126005.16		PAR	LN		1-1000	A			CRESTED BUTTE	81224	
3056126005.26		PARADISE	LN		1-200	A			CRESTED BUTTE	81224	
3055926008.64		PARK	DR		11-575	A			GUNNISON	81230	
3056126006.1		PARK CONE	DR		1-268	A			ALMONT	81210	
3056126007.63		PASHUTA	DR		87-1112	A			GUNNISON	81230	
3056126006.1		PAUL	PL		17-93	A			GUNNISON	81230	
3056126005.24		PEANUT	LN		1-200	A			CRESTED BUTTE	81224	
3056126005.24		PEELER	LN		1-100	A			CRESTED BUTTE	81224	
3055926008.6		PEREGRINE	WAY		1-2800	A			CIMARRON	81220	
3055926008.64		PHELPS	LN		81-475	A			GUNNISON	81230	
3056126005.97		PHOENIX	WAY		1-1000	A			CRESTED BUTTE	81224	
3055926013.65		PHYLLIS	LN		2-124	A			GUNNISON	81230	
3056126001.130		PIKE	AVE		1-300	A			SOMERSET	81434	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126002.113		PINE	ST		316-318	A			MARBLE	81623	
3056126006.1		PINE TREE	LN		110-130	A			ALMONT	81210	
3056126006.36		PINTO	TRL		1-5000	A			CRESTED BUTTE	81224	
3056126006.0316		PONDEROSA	LN		1-1000	A			GUNNISON	81230	
3055926008.4		PONDEROSA	WAY		30-925	A			CIMARRON	81220	
3056126011.125		PORPENN	RD		1-700	A			PITKIN	81241	
3056126005.26		POWDER RIDGE	RD		1-500	A			CRESTED BUTTE	81224	
3056126005.16		POWDERVIEW	DR		1-80	A			CRESTED BUTTE	81224	
3056126005.24		PRISTINE POINT	DR		1-1000	A			CRESTED BUTTE	81224	
3056126005.14		PROFFITT	PL		1-1000	A			CRESTED BUTTE	81224	
3056126002.113		PROSPECTOR	TRL		1-2000	A			MARBLE	81623	
3055926008.64		PROSPER	LN		221-481	A			GUNNISON	81230	
3056126005.26		PROVIDENCE RIDGE			1-750	A			CRESTED BUTTE	81224	
3056126005.24		QUARTZ	CIR		18-36	A			CRESTED BUTTE	81224	
3056126006.0316		QUARTZ	RD		73-150	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126011.86		QUARTZ VIEW	LN		1-100	A			OHIO CITY	81237	
3056126005.24		QUIGLEY	CIR		1-35	A			CRESTED BUTTE	81224	
3056126002.113		RAGGED MTN TRACTS			1-33	A			MARBLE	81623	
3056126006.85		RAINBOW	RUN		1-200	A			GUNNISON	81230	
3056126006.1		RAINBOW	DR		1-467	A			ALMONT	81210	
3056126005.26		RAINBOW	RD		1-700	A			CRESTED BUTTE	81224	
3056126011.125		RAINBOW	LN		1-1000	A			PITKIN	81241	
3055926008.75		RAINBOW	CT		10-70	A			GUNNISON	81230	
3056126002.113		RAINBOW	DR		10-450	A			MARBLE	81623	
3056126006.1		RAINBOW	RD		205-500	A			ALMONT	81210	
3055926014.71		RAINBOW ACRES	LN		207-700	A			GUNNISON	81230	
3056126002.113		RASPBERRY	LN		1-1000	A			MARBLE	81623	
3056126006.36		RED CLIFF	RD		1-500	A			ALMONT	81210	
3056126011.125		RED JACKET GULCH			1-101	A			PITKIN	81241	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126005.35		RED MOUNTAIN	RD		1-5000	A			CRESTED BUTTE	81224	
3056126005.23		RED MOUNTAIN LOWER LOOP	RD		1253-1253	A			CRESTED BUTTE	81224	
3056126005.23		RED MOUNTAIN RANCH	RD		1-2500	A			CRESTED BUTTE	81224	
3055926013.65		RED TAIL	LN		1-1000	A			GUNNISON	81230	
3056126005.24		REDSTONE	CV		1-1000	A			CRESTED BUTTE	81224	
3056126007.63		REGENT	CIR		40-322	A			GUNNISON	81230	
3056126006.2		RENEGADE	RD		1-1003	A			ALMONT	81210	
3056126005.26		RESERVOIR	RD		1-481	A			CRESTED BUTTE	81224	
3055926008.64		RIDGE	LN		1-150	A			GUNNISON	81230	
3056126005.16		RIDGE	RD		1-2000	A			CRESTED BUTTE	81224	
3055926008.4		RIDGE	RD		10-250	A			CIMARRON	81220	
3055926008.3		RIM	RD		410-461	A			CIMARRON	81220	
3055926008.4		RIM	RD		479-489	A			CIMARRON	81220	
3055926013.65		RIO VISTA			96-781	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126001.130		RIVER	RD		12-101	A			SOMERSET	81434	
3056126002.113		RIVER	RD		28-132	A			MARBLE	81623	
3056126005.26		RIVER BEND	DR		1-666	A			CRESTED BUTTE	81224	
3056126006.87		RIVER FRONT	RD		100-750	A			GUNNISON	81230	
3056126006.36		RIVER MEADOW	RD		1-400	A			CRESTED BUTTE	81224	
3056126006.36		RIVER VIEW	RD		1-1000	A			CRESTED BUTTE	81224	
3056126007.67		RIVER WALK	DR		1-500	A			GUNNISON	81230	
3056126005.26		RIVERLAND	DR		1-1600	A			CRESTED BUTTE	81224	
3056126006.2		ROARING JUDY	RD		1-3000	A			ALMONT	81210	
3056126006.85		ROCK QUARRY	LN		1-500	A			GUNNISON	81230	
3056126006.0316		ROCKEY RIVER	LN		40-500	A			GUNNISON	81230	
3056126002.113		ROCKY KNOLL	TRL		1-500	A			MARBLE	81623	
3056126005.26		RODEO	DR		11-44	A			CRESTED BUTTE	81224	
3056126011.121		ROLLER	ST		1-300	A			OHIO CITY	81237	
3056126006.0316		ROPER	LN		1-1000	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126006.2		ROUND MOUNTAIN	RD		1-1000	A			ALMONT	81210	
3056126011.125		ROUNDABOUT	LOOP		1-1000	A			PITKIN	81241	
3055926013.65		ROUNDTREE			22-306	A			GUNNISON	81230	
3056126011.125		ROYAL	RD		1-1000	A			PITKIN	81241	
3056126005.14		RULAND	PL		1-1000	A			CRESTED BUTTE	81224	
3056126005.26		SADDLE RIDGE	RD		100-3000	A			CRESTED BUTTE	81224	
3056126005.16		SAGE	CT		1-500	A			CRESTED BUTTE	81224	
3055926008.64		SAGE	LN		1-500	A			GUNNISON	81230	
3056126006.0316		SAGE	DR		116-447	A			GUNNISON	81230	
3056126006.100		SAGE GROUSE	TRL		1-1000	A			ALMONT	81210	
3056126006.2		SAGE HILL SPUR			1-10	A			ALMONT	81210	
3056126011.125		SAN JUAN VISTA	DR		1-500	A			PITKIN	81241	
3056126007.63		SANDPIPER	TRL		20-300	A			GUNNISON	81230	
3056126011.125		SANTIAGO BASIN	RD		1-1000	A			PITKIN	81241	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126011.125		SCHOOLHOUSE GULCH			1-1	A			PITKIN	81241	
3056126007.63		SENECA	DR		1-1745	A			GUNNISON	81230	
3056126007.63		SENECA	TRL		76-1487	A			GUNNISON	81230	
3056126006.0316		SEQUOIA	DR		50-1000	A			GUNNISON	81230	
3056126002.113		SERPENTINE	TRL		100-1860	A			MARBLE	81623	
3056126005.14		SHAVANO			10-791	A			CRESTED BUTTE	81224	
3055926013.65		SHAVANO	DR		100-37518	A			GUNNISON	81230	
3056126005.16		SHORT	DR		11-48	A			CRESTED BUTTE	81224	
3056126007.63		SIERRA VISTA	WAY		402-1000	A			GUNNISON	81230	
3056126006.131		SILENT SPRUCE			2-2000	A			ALMONT	81210	
3056126002.113		SILVER	DR		1-500	A			MARBLE	81623	
3056126011.125		SILVER BLUFF	TRL		1-1000	A			PITKIN	81241	
3056126006.83		SILVER SAGE	DR		1-290	A			GUNNISON	81230	
3055926010.84		SILVER SAGE	DR		291-600	A			GUNNISON	81230	
3056126005.17	E	SILVER SAGE	DR		1-172	A			CRESTED BUTTE	81224	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126005.17	W	SILVER SAGE	DR		27-271	A			CRESTED BUTTE	81224	
3056126002.113		SILVER VEIN	DR		1-500	A			MARBLE	81623	
3056126002.113		SILVER VEIN	RD		1-500	A			MARBLE	81623	
3056126007.63		SIOUX	RD		1-2500	A			GUNNISON	81230	
3056126007.63		SIOUX	TRL		1000-1835	A			GUNNISON	81230	
3056126005.16		SKYLAND	DR		1-10000	A			CRESTED BUTTE	81224	
3056126006.0316		SKYLINE	DR		100-450	A			GUNNISON	81230	
3056126005.26		SLATE	LN		1-2000	A			CRESTED BUTTE	81224	
3056126002.113		SLATE	DR		264-264	A			MARBLE	81623	
3056126005.26		SLATE RIVER	DR		1-170	A			CRESTED BUTTE	81224	
3056126005.16		SLATE RIVER	DR		251-251	A			CRESTED BUTTE	81224	
3056126005.17		SLATE RIVER	DR		411-550	A			CRESTED BUTTE	81224	
3056126005.26		SLATE RIVER	DR		551-651	A			CRESTED BUTTE	81224	
3056126005.26		SLATE VIEW	LN		5-68	A			CRESTED BUTTE	81224	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926008.75		SLUMGULLION	TRL		25-1500	A			POWDERHORN	81243	
3056126005.26		SMITH	RD		1-1000	A			CRESTED BUTTE	81224	
3056126005.97		SMITH HILL	RD		1-1000	A			CRESTED BUTTE	81224	
3056126005.24		SNODGRASS	LN		1-900	A			CRESTED BUTTE	81224	
3056126007.63		SNOWFLAKE	TRL		1-500	A			GUNNISON	81230	
3055926008.4		SNOWSHOE	LN		1-1001	A			CIMARRON	81220	
3056126011.125		SOULS EASE	RD		100-2000	A			PITKIN	81241	
3056126005.17		SOUTH AVION	DR		1-1000	A			CRESTED BUTTE	81224	
3056126005.25		SOUTH RANCH	RD		1-700	A			CRESTED BUTTE	81224	
3056126007.63		SPRING MEADOWS	TRL		1-600	A			GUNNISON	81230	
3056126006.100		SPRUCE	TRL		1-1000	A			ALMONT	81210	
3055926008.4		SPRUCE	RD		1-2400	A			CIMARRON	81220	
3055926008.4		SPRUCE	DR		50-150	A			CIMARRON	81220	
3056126006.36		SPUR	LN		1-500	A			CRESTED BUTTE	81224	
3055926013.65		SPUR	DR		1-500	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126005.25		SQUAW GULCH	RD		1-500	A			CRESTED BUTTE	81224	
3056126005.16		ST ANDREWS	CIR		1-500	A			CRESTED BUTTE	81224	
3056126007.63		STAR MOUNTAIN	DR		1-800	A			GUNNISON	81230	
3056126011.125		STAR POINTER	RD		1-700	A			PITKIN	81241	
3056126005.14		STEPHENSON	PL		1-200	A			CRESTED BUTTE	81224	
3056126007.63		STILLWATER	LN		1-568	A			GUNNISON	81230	
3055926008.75		STONY	TRL		16-97	A			POWDERHORN	81243	
3056126011.125		STORM	DR		1-1000	A			PITKIN	81241	
3056126011.125		STRATMORE	WAY		1-700	A			PITKIN	81241	
3056126005.24		STREAM VIEW	LN		1-1000	A			CRESTED BUTTE	81224	
3056126005.24		STUDLEY	LN		80-350	A			CRESTED BUTTE	81224	
3056126005.25		SUMMER HOME	DR		114-1599	A			CRESTED BUTTE	81224	
3056126007.63		TALOGA	RD		1-1000	A			GUNNISON	81230	
3056126006.0316		TAMARIND	DR		1-1000	A			GUNNISON	81230	

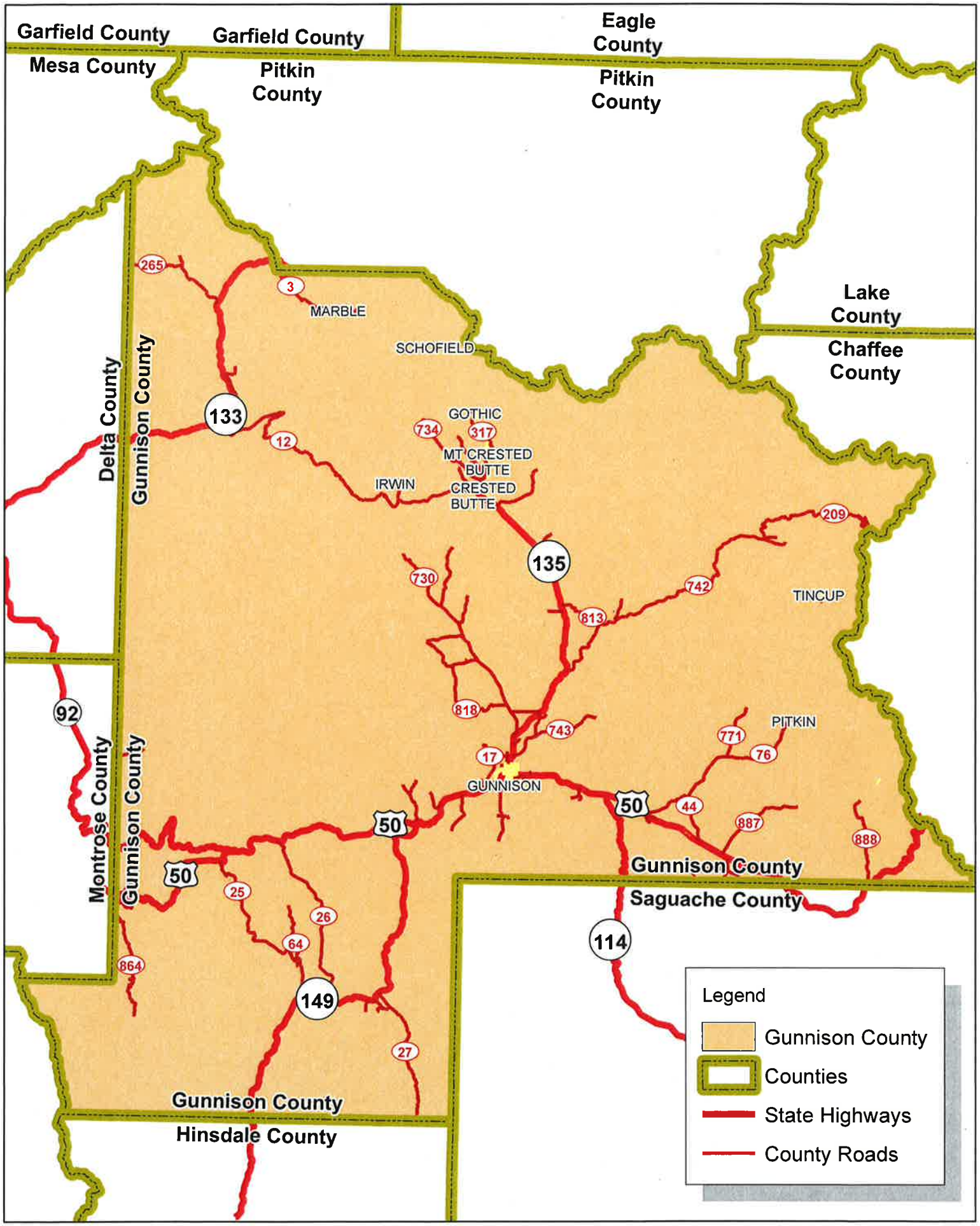
Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126006.2		TAO			1-420	A			ALMONT	81210	
3056126007.63		TAWANKA	TRL		1-400	A			GUNNISON	81230	
3056126005.14		TEOCALLI	RD		11-1000	A			CRESTED BUTTE	81224	
3056126011.125		TEXAS TWO	DR		1-1000	A			PITKIN	81241	
3056126005.17		THOMAS	CT		1-500	A			CRESTED BUTTE	81224	
3056126007.63		TIAMA	TRL		1-400	A			GUNNISON	81230	
3055926008.4		TIMBER	DR		1-500	A			CIMARRON	81220	
3056126006.0316		TOBIN	LN		1-350	A			GUNNISON	81230	
3055926013.65		TOMICHI	TRL		1-1000	A			GUNNISON	81230	
3055926012.80NA		TOMICHI	LN		1-1309	A			GUNNISON	81230	
3055926013.65		TOMICHI CREEK	LP		71-384	A			GUNNISON	81230	
3055926008.75		TRAILRIDGE	TRL		50-200	A			GUNNISON	81230	
3056126005.26		TRAPPERS	WAY		1175-2890	A			CRESTED BUTTE	81224	
3056126005.16		TRENT JONES	WAY		1-1000	A			CRESTED BUTTE	81224	
3055926008.75		UNCOMPAHGRE	DR		1-1500	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126011.125		UNION	ST		100-510	A			PITKIN	81241	
3056126005.26		UPPER ALLEN	RD		0-400	A			CRESTED BUTTE	81224	
3056126011.125		UPPER ARMSTRONG GULCH	RD		1-2000	A			PITKIN	81241	
3056126005.25		UPPER HIGHLANDS	RD		12-700	A			CRESTED BUTTE	81224	
3055926012.80NA		UTE	LN		1-1200	A			GUNNISON	81230	
3055926008.3		UTE	TRL		1-1500	A			CIMARRON	81220	
3055926012.80NA		VADER	LN		80-105	A			GUNNISON	81230	
3055926008.75		VICTOR	WAY		1-500	A			GUNNISON	81230	
3056126005.16		VISTA	CT		8-88	A			CRESTED BUTTE	81224	
3056126011.121		WALL	ST		1-300	A			OHIO CITY	81237	
3056126006.131		WALNUT			1-300	A			TINCUP	81210	
3056126005.26		WAPITI	LN		1-500	A			CRESTED BUTTE	81224	
3056126006.36		WAPITI	TRL		1-500	A			CRESTED BUTTE	81224	
3056126005.16		WAPITI	WAY		1-500	A			CRESTED BUTTE	81224	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126006.131		WASHINGTON	ST		1-500	A			TINCUP	81210	
3056126005.14		WATTERS	CT		15-15	A			CRESTED BUTTE	81224	
3055926008.75		WAUNITA	LN		1-500	A			GUNNISON	81230	
3056126006.2		WEAVER SPUR			1-100	A			ALMONT	81210	
3056126007.63		WEST ELK	LN		1-500	A			GUNNISON	81230	
3056126002.113		WEST VILLAGE	DR		25-270	A			MARBLE	81623	
3056126002.113		WEST VILLAGE	DR		339-2402	A			MARBLE	81623	
3056126005.18		WHETSTONE	DR		1-1000	A			CRESTED BUTTE	81230	
3056126005.17		WHETSTONE VISTA	DR		1-500	A			CRESTED BUTTE	81224	
3056126005.23		WHITE BUFFALO			1-2000	A			CRESTED BUTTE	81224	
3056126005.17		WHITE STALLION	CIR		1-1000	A			CRESTED BUTTE	81224	
3056126005.26		WILDBIRD	LN		2-350	A			CRESTED BUTTE	81224	
3056126005.26		WILDCAT	TRL		1-6000	A			CRESTED BUTTE	81224	
3055926008.4		WILDFLOWER	DR		1-855	A			CIMARRON	81220	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926013.65		WILDGOOSE	LN		1-50	A			GUNNISON	81230	
3056126005.23		WILDHART			1-4000	A			CRESTED BUTTE	81224	
3056126006.2		WILDROSE	LN		1-300	A			ALMONT	81210	
3056126011.125		WILLIAM TELL	RD		1-5000	A			PITKIN	81241	
3056126005.26		WILLOW	LN		1-100	A			CRESTED BUTTE	81224	
3055926013.65		WILLOW	TRL		1-220	A			GUNNISON	81230	
3055926008.64		WILLOW	LN		1-276	A			GUNNISON	81230	
3056126005.16		WILLOW	CT		16-60	A			CRESTED BUTTE	81224	
3055926012.80NA		WINZE	RD		75-681	A			GUNNISON	81230	
3056126005.24		WOLVERINE	CIR		1-500	A			CRESTED BUTTE	81224	
3056126005.26		WRIGHT RANCH	RD		1-500	A			CRESTED BUTTE	81224	
3056126007.63		YACO	TRL		152-152	A			GUNNISON	81230	
3055926013.81		YUCCA	CT		1-165	A			GUNNISON	81230	
3056126007.63		YUMA	TRL		150-1	A			GUNNISON	81230	
3056126005.14		ZELIGMAN	ST		10-5000	A			CRESTED BUTTE	81224	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126007.63		ZUNI	TRL		215-400	A			GUNNISON	81230	



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1 in = 10 miles

Gunnison County

Gunnison County GIS · 221 N. Wisconsin St, Ste G · Gunnison, CO 81230 · 970-641-7620

2015 Election Calendar

December, 2014		
3-December (Wednesday)	First date for meeting of the title board. (No sooner than the first Wednesday in December after an election).	1-40-106(1)
4-December (Thursday)	Last day for the Secretary of State to compile and total returns from all counties and complete statutory recounts, if any. (30 days after the General Election)	1-10-103(2) 1-10.5-102(2)
5-December (Friday)	Last day an interested party may request a recount of the results of the General Election at their own expense. (Within 31 days after the election)	1-10.5-106(2)
11-December (Thursday)	Last day to complete a requested recount by an interested party. (No later than the 37th day after the General Election)	1-10.5-106(2)
January, 2015		
2-January (Friday)	Last day for Secretary of State to generate a list of electors showing who voted and who did not vote in the election.	1-2-305 1-1-106(5)
9-January (Friday)	Last day for state office holders/appointees to file personal financial disclosures, or update form.	24-6-202(4) 1-1-106(5)
14-January (Wednesday)	Last day for General Assembly to convene 2015 regular session.	Art. V, Sect. 7
February, 2015		
2-February (Monday)	Deadline for the county clerk and recorder to provide the county chairpersons of the major political parties with a list of records cancelled under the NVRA. (no later than 90 days after the general election)	1-2-605(8)
27-February (Friday)	Deadline for the Secretary of State to distribute a free list of who voted in the 2014 general election to each major and minor political party. (no later than March 1 following the general election)	1-2-305(4); 1-1-106(5)
April, 2015		
3-April (Friday)	Last day to submit a draft to the Secretary of State of a 2015 proposed initiative to be heard by the Title Board if the initiative is to be voted on in November. (by 3:00pm, 12 days before the last Title Board Hearing)	1-40-106(1)
15-April (Wednesday)	Last Title Board Hearing for measures that will appear on the 2015 Coordinated election ballot.	1-40-106(1)
May, 2015		
14-May (Thursday)	The General Assembly must adjourn no later than this date. (regular sessions must not exceed 120 calendar days)	Art. V, Sect. 7
June, 2015		
1-June (Monday)	Last day for the Secretary of State to notify county clerks of qualified political organizations' loss of qualified status. (no later than June 1 of each odd-numbered year)	Rule 3.7
July, 2015		
24-July (Friday)	If a political subdivision has taken formal action to participate in the Coordinated Election, it must notify the county clerk in writing. (100 days before the election, if the governing body has taken formal action)	1-7-116(5) 1-1-106(5)
August, 2015		
3-August (Monday)	Last day to file an initiative petition with the Secretary of State for the 2015 Coordinated Election. (no later than 3:00 PM, at least 3 months before the election)	Art. V, Sect. 1(2) 1-40-108
3-August (Monday)	Last day to file an addendum to a previously filed initiative petition that was deemed insufficient. (within 15 days after determination of insufficiency, but no later than 3:00pm at least 3 months before the election)	Art. V, Sect. 1(2); 1-40-117(3)(b)
5-August (Wednesday)	Last day for the county clerk to submit a mail ballot plan to the Secretary of State. (no later than 90 days before the election)	1-7.5-105(1) Rule 7.1.1
5-August (Wednesday)	Last day to designate Voter Service and Polling Centers and Drop Off Locations for the 2015 Coordinated election and submit accessibility surveys to the Secretary of State. (no later than 90 days before the election)	Rule 7.9
5-August (Wednesday)	First day a candidate for the office of school district director may circulate a nomination petition. (no sooner than 90 days before the election)	1-4-803(1)(b)
20-August (Thursday)	Last day for the Secretary of State to give written approval or disapproval to a submitted mail ballot plan, if the plan was filed on August 5th. (within 15 days after submission of the plan)	1-7.5-105(2)(a) Rule 7.1
25-August (Tuesday)	Deadline for the county clerk and coordinating political subdivisions to sign intergovernmental agreements for the 2015 Coordinated Election. (no later than 70 days before the election)	1-7-116(2)

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Secretary of State Rules for applicable provisions.

28-August (Friday)	Last day for candidates for the office of school district director to file a nomination petition. (no later than 67 days before the election)	1-4-803(2)
31-August (Monday)	Last day to file an affidavit of intent to run as a write-in candidate for a non-partisan coordinated election. (by close of business on the 64th day before the election)	1-4-1102(2)
	September, 2015	
2-September (Wednesday)	Last day for the Secretary of State to issue statements of sufficiency or insufficiency for initiative petitions filed on August 3rd. (no more than 30 calendar days after the petition is filed)	1-40-116(2)
4-September (Friday)	Last day for the designated election official from each political subdivision that intends to conduct an election to certify the ballot content. If the election will be coordinated with the county, the certification must be delivered to the county clerk and recorder of each county that has territory within the political subdivision. (no later than 60 days before the election)	1-5-203(3)(a)
4-September (Friday)	Deadline for the county clerk to file security and contingency plans with the Secretary of State. (no later than 60 days prior to the first election where the procedures will be used)	1-5-616(5)(b)
4-September (Friday)	Deadline for the county clerk to begin video surveillance of designated areas for the Coordinated Election (at least 60 days before the election)	Rule 20.7.2
4-September (Friday)	Last day for the Secretary of State to send notice and certification of the Coordinated election ballot to the county clerks. (no later than the 57th day before the Coordinated Election)	1-5-203(1) 1-1-106(5)
9-September (Wednesday)	Last day for the designated election official to submit a mail ballot plan to the Secretary of State to conduct a nonpartisan election by mail ballot if the jurisdiction is not coordinating with the county clerk. (no later than 55 days before the election)	1-7.5-105(1)
18-September (Friday)	Last day to file pro/con comments pertaining to local ballot issues with the designated election official in order to be included in the ballot issue notice. (the Friday before the 45th day before the election)	1-7-901(4)
19-September (Saturday)	Deadline to send mail ballots to military and overseas electors. (no later than 45 days before the election)	1-8.3-110(1) 1-1-106(5)
21-September (Monday)	Last day for a petition representative to submit a summary of comments in favor of their local ballot issue. (no later than 43 days before the election)	1-7-903(3)
22-September (Tuesday)	Last day for the designated election official to deliver ballot issue notices to the county clerk. (no later than 42 days before the election)	1-7-904
24-September (Thursday)	Last day for the designated election official to order registration and property owner records for use by election judges in a local election that is not coordinated with the county. (no later than the 40th day before the election)	1-5-303(1) 1-5-304(1), (2)
24-September (Thursday)	Last day for the Secretary of State to give written approval to a mail ballot plan submitted by a designated election official for a nonpartisan election, if plan was filed on September 9th. (within 15 days after submission of the plan)	1-7.5-105(2)(a)
	October, 2015	
2-October (Friday)	Last day to mail notice of election for ballot issues. (At least 30 days before a ballot issue election)	Art. X, Sect. 20(3)(b) 1-7-116 1-1-106(5)
2-October (Friday)	Last day for the Legislative Council staff to print and distribute the ballot information booklet for statewide measures to active registered voters. (At least 30 days before the election)	Art. V, Sect. 1(7.5)(b) 1-1-106(5)
2-October (Friday)	Deadline for the county clerk to provide initial registration lists, and county assessor to provide initial property owner's list ordered by political subdivisions. (first list provided by the 30th day before the election and the supplemental list provided the 20th day before the election)	1-5-303(1) 1-5-304 1-7.5-107(2)(a) 1-1-106(5)
9-October (Friday)	Deadline to complete changes in the boundaries or division of precincts for nonpartisan elections. (No later than 25 days prior to the election)	1-5-104(1)
12-October (Monday)	Last day to submit an application to register to vote through a voter registration drive for the Coordinated Election. (No later than 22 days before the election)	1-2-201(3)(b)(I)
12-October (Monday)	First day mail ballots may be sent to voters, except for UOCAVA voters.	1-7.5-107(3)(a)
14-October (Wednesday)	Deadline for the county clerk and recorder to provide supplemental registration lists, and county assessor to provide supplemental property owner's list ordered by political subdivisions. (no later than 20 days before the election)	1-5-303(1),(2) 1-5-304(1),(2) 1-7.5-107(2)(b)
14-October (Wednesday)	Last day for the designated or coordinated election official to publish notice of the Coordinated Election. (no later than 20 days before the election)	1-1-104(34) 1-5-205(1) 1-7.5-107(2.5)(a)(I)

14-October (Wednesday)	Deadline for the designated election official to mail a copy of the notice of election to the county clerk of each county in which the political subdivision is located if the election is not coordinated by the county. (no later than 20 days before the election)	1-5-205(1),(2)
14-October (Wednesday)	Last day to post Voter Service and Polling Center, Polling Location, and Drop-off signs for the Coordinated Election. (at least 20 days before the election)	1-5-106
16-October (Friday)	Deadline for the county clerk to send mail ballots to each active elector for the Coordinated Election. (no later than 18 days before the Election)	1-7.5-107(3)(a)(I)
19-October (Monday)	Last day to appoint board of canvassers for a nonpartisan election that is not coordinated by the county. If the election is coordinated, the canvass board will be appointed in accordance with the intergovernmental agreement. (At least 15 days before election)	1-10-201(1)
19-October (Monday)	Last day the designated election official for a municipal or special district election may mail a voter information card to each household. It may be included with the ballot issue notice. (no later than 15 days before a nonpartisan election)	1-5-206(2) 1-10-101
19-October (Monday)	Counting of mail ballots may begin. No results may be disclosed until after 7:00pm on Election Day. (15 days prior to the election)	1-7.5-107.5
23-October (Friday)	Equipment inventory lists due to the Secretary of State. (no later than 10 days before use in the Logic & Accuracy Test and the Post-Election Audit Test)	Rule 11.2.3 1-1-106(5)
23-October 5-November.	The election notice must be posted in the designated election official's office. (at least 10 days before the election and until 2 days after the election)	1-5-205(1.3) 1-1-106(5)
26-October (Monday)	Last day to submit an application to register to vote through the mail, a voter registration agency, a local driver's license examination facility, or online to receive a mail ballot for the Coordinated Election. (through the 8th day prior to the election)	1-2-201(3)(b)(III)
26-October (Monday)	First day Voter Service and Polling Centers must be open (At least 8 days before and on election day, except Sunday)	1-7.5-107(4.5)(c)
27-October (Monday)	Elections Setup Records are due to the Secretary of State for the Coordinated Election. (No later than 5:00pm on the 7th day before the election)	Rule 11.4
30-October (Friday)	First day Drop-off locations must be open. (At least 4 days before election day, including Saturday)	1-7.5-107(4.3)(b)
	November, 2015	
3-November (Tuesday)	***Coordinated Election*** (Polls open 7:00am to 7:00pm. First Tuesday in November)	Art. X, Sect. 20(3)(a) 1-1-104(6.5) 1-7-101 1-41-102(1)
3-November (Tuesday)	All ballots must be in the hands of the county clerk by 7:00pm on election day in order to be counted. Ballots cast by military and overseas voters must be sent no later than 7:00pm on election day and received by the close of business on the 8th day after the election.	1-7.5-107(4)(b)(II) 1-8.3-111 1-8.3-113 (1), (2)
5-November (Thursday)	Deadline for the Secretary of State to notify counties of the voting devices and races selected for auditing purposes. (Within 48 hours after the close of polls)	Rule 11.3.3(a)
5-November (Thursday)	Deadline for the county clerk to send missing signature, signature verification, and missing ID letters for mail and provisional. (within 3 days from signature/ID verification but no later than 2 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a)
12-November (Thursday)	Last day for ballots cast by military and overseas electors to be received by the county clerk in order to be counted. (no later than the 8th day after election day)	1-8.3-113(2) 1-1-106(4)
12-November (Thursday)	Last day for elector to cure signature discrepancy or missing signature, or to provide missing ID for mail and provisional ballot to be counted. (within 8 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) 1-1-106(4)
17-November (Tuesday)	Last day for verification and counting of provisional ballots to be completed. (within 14 days after election day)	1-8.5-105(5)
20-November (Friday)	Deadline to complete the canvass for the Coordinated Election. (no later than the 17th day after the election)	1-10-102(1)
20-November (Friday)	Deadline for the county clerk to report the results of the post-election audit to the Secretary of State. (no later than 5:00pm on the last day to canvass)	Rule 11.3.3(m)
20-November (Friday)	Deadline to submit official Abstract of Votes for the Coordinated Election to the Secretary of State. (no later than the 18th day after the election)	1-10-103 1-1-106(5)
	December, 2015	
3-December (Thursday)	Last day for the Secretary of State to compile and total returns from all counties and order appropriate recounts, if any. (No later than the 30th day after the Coordinated Election)	1-10-103(2) 1-10.5-102

4-December (Thursday)	First day the county clerk may stop video surveillance of designated areas for the Coordinated Election. (through at least 30 days after the election, unless there is a recount)	Rule 20.7.2
4-December (Friday)	Last day an interested party may request a recount of the results of the Coordinated Election at their own expense. (within 31 days after the election)	1-10.5-106 (2)
10-December (Thursday)	Last day to complete a requested recount. (no later than the 37th day after the Coordinated Election)	1-10.5-106 (2)
	January, 2016	
4-January (Monday)	Deadline to be affiliated with a major or minor party to run as a party candidate. (Note: For major-party assembly designation, this deadline may be dictated by party rules.) Deadline to be unaffiliated to access the ballot by petition as an unaffiliated candidate.	1-4-601(4)(a) 1-4-801(3) 1-4-802(1)(g)(II) 1-4-1304(2)(b)
4-January (Monday)	Last day to affiliate with a political party in order to vote in the precinct caucus if held on March 4. (2 months before the precinct caucus)	1-3-101(1)
13-January (Wednesday)	General Assembly to convene 2016 regular session.	Art. V, Sect. 7
8-January (Friday)	Deadline to submit a petition to qualify as a minor political party. (Must be signed by at least 10,000 registered electors and submitted to the Secretary of State no later than the second Friday in January)	1-4-1302(1)
29-January (Friday)	Last day for Secretary of State to issue a statement of sufficiency/insufficiency regarding petition to qualify as a minor political party, if petition is received on January 8 (No later than 21 days after receipt)	1-4-1302(4)(b)
*	An insufficient petition to qualify as a minor political party may be amended once prior to 3 p.m. on the 7th day after the notice of insufficiency.	1-4-1302(4)(c)

EXHIBIT D

Address Library Report & Boundary Map Approval Form

The DEO for the Jurisdiction of _____ has verified the Address Library Report and Boundary Map for the Jurisdiction and hereby certifies the accuracy of the same.

By: _____

DEO for _____

The DEO for the Jurisdiction of _____ has verified the Address Library Report and Boundary Map for the Jurisdiction and does not certify the accuracy of the same for the following reason(s):

By: _____

DEO for _____

EXHIBIT E

Designated Individual for Ballot Proofing and Approval Form

The Jurisdiction of _____ designates the following individual for purposes of proofreading and approving ballot language prior to printing:

Name: _____

Address: _____

_____

Phone Number(s): _____

Fax Number: _____

E-mail Address: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #3; Original Contract CMS (CLIN

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & CO Dept Human Services

Term Begins: July 1, 2015 **Term Ends:** 6/30/2016 **Grant Contract #:**

Summary:

Annual renewal of ECC grant contract to provide counsel to improve early childhood systems. New this year includes coaching with childcare providers to improve quality services.

Fiscal Impact: $84,922

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Final year of this grant, includes 5% indirect cost reimbursement. Included in 2015 budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/2/2015

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

Comments:
ok db 8/7/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/7/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/7/2015

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

Agenda Date: 8/18/2015

Revised April 2015

CONTRACT AMENDMENT

Amendment #3	Original Contract CMS (CLIN) # 13 IHA 46657	Amendment CMS # 16 IHIA 77964

1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between **Gunnison County** (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Human Services, Office of Early Childhood, (hereinafter called the "OEC").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Parties entered into the Contract for/to Child Care Development Fund (CCDF) funds and Race to the Top, Early Learning Challenge Grant funds to support Early Childhood Councils to increase quality in early childhood settings within your community.

4) CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment. If applicable, such Special Provisions are attached hereto and incorporated by reference herein as **Exhibit N/A**.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS.

The Contract and all prior amendments thereto, (Original CMS 13IHA46657; Amendment #1 CMS 14IHA61045; Amendment #2 CMS 15IHIA70653; Holdover Notice 16IHIA81383), are modified as follows:

a. Extend current contract for one State Fiscal Year July 1, 2015 - June 30, 2016. The "*Term*" on page 1 of the Original Contract is hereby modified accordingly.
b. The "*Contract Price Not To Exceed*" on Page 1 of the Original Contract is hereby changed to read as follows: $302,528.00.
c. The "*Maximum Amount Available Per Fiscal Year*" on page 1 of the Original Contract is hereby changed to read as follows: FY2013: $59,202.00; FY2014: $84,202.00; FY2015: $74,202.00; FY2016: $84,922.00.
d. Updated "*State Representative*" to Stacey Kennedy, Office of Early Childhood.
e. **Exhibit B-Amendment #3** is the Scope of Work for State Fiscal Year 2016 and is attached hereto.
f. **Exhibit C-Amendment #3** is the Budget. Changes reflect needs of Scope of Work for FY16
g. **Exhibit H**, Quality Rubric, is added to the contract.

7) START DATE

This Amendment shall take effect on the later of its Effective Date or July 1, 2015.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR **Gunnison County** By: Matthew Bimie Title: Gunnison County Manager	**STATE OF COLORADO** **John W. Hickenlooper, Governor** Colorado Department of Human Services Reggie Bicha, Executive Director
*Signature	By: Mary Anne Snyder, Director, Office of Early Childhood
Date: _____	Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Clint Woodruff/Valri Gimple

Date: _____

CONTRACT

This contract is made and entered into by and between the named parties. In accordance with the purposes stated herein, it is hereby agreed as follows:

STATE:

State of Colorado for the use & benefit of the
Department of Human Services
Office of Early Childhood
1575 Sherman, 1st Floor
Denver, CO 80203

CONTRACTOR:

Gunnison County
225 N. Pine Street, Suite E
Gunnison, Colorado 81230

CONTRACT MADE DATE:
6/16/2012

PO/SC ENCUMBRANCE NUMBER:
CTGG1 IHIA 2015002847

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2012, whichever is later. The contract shall end on 06/30/2016.

PROCUREMENT METHOD:
Law Specified Vendor

BID/RFP/LIST PRICE AGREEMENT NUMBER:
Not Applicable

LAW SPECIFIED VENDOR STATUTE:
26-6.5-104 (c) C.R.S.

CONTRACTOR'S ENTITY TYPE:
Government

CONTRACTOR'S STATE OF INCORPORATION:
Colorado

BILLING STATEMENTS RECEIVED:
Monthly

STATUTORY AUTHORITY:
Child Care and Development Fund

CONTRACT PRICE NOT TO EXCEED:
$302,528.00

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY 13: $59,202.00 FY 15: $74,202.00
FY 14: $84,202.00 FY 16: $84,922.00

PRICE STRUCTURE:
Cost Reimbursement

FUND SOURCE – NAME OF FEDERAL PROGRAM/GRANT AND FUNDS ID#
Child Care and Development Fund 93.575

STATE REPRESENTATIVE:
Stacey Kennedy
Office of Early Childhood
1575 Sherman, 1st Floor
Denver, CO 80207

CONTRACTOR REPRESENTATIVE:
Margaret Wacker
Gunnison and Hinsdale Early Childhood Council
225 N. Pine Street, Suite E
Gunnison, Colorado 81230

SCOPE OF WORK:
In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall:

Oversee and administer an Early Childhood Council to improve and sustain the availability, accessibility, capacity, and quality of early childhood services for children and families in its community.

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A	Overview of Early Childhood Councils
Exhibit B-	Early Childhood Council Statement of Work
Exhibit C-	Early Childhood Council Budget
Exhibit D -	Additional Provisions
Exhibit E -	Child Care and Development Fund Rules and Regulations
Exhibit F -	Race to the Top Early Learning Challenge Grant Sub-Recipient Monitoring Plan
Exhibit G -	Monthly Invoicing, Budget Narrative, and Audit Requirements
Exhibit H -	Quality and Funding Rubric

COORDINATION:

The State warrants that required approval, clearance and coordination has been accomplished from and with appropriate agencies.

APPROVAL:

In no event shall this contract be deemed valid until it shall have been approved by the State Controller or his/her designee.

PROCUREMENT:

This contractor has been selected in accordance with the requirements of the Colorado Procurement Code.

PRICE PROVISIONS:

Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services and/or deliverables. The liability of the State at any time for such payments shall be limited to the encumbered amount remaining of such funds.

Authority exists in the laws and funds have been budgeted, appropriated and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

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

The Contractor understands and agrees that the State shall not be liable for payment for work or services or for costs or expenses incurred by the Contractor prior to the proper execution and State Controller approval of this contract.

Early Childhood Council Systems Building Scope of Work July 1, 2015 – June 30, 2016
Section 1: Systems Building, Section 2: Race to the Top, Section

Section 1: Systems Building Scope of Work July 1, 2015 – June 30, 2016		
Outcome	Indicator(s)	Reporting
Learning and Development - Increase Quality – practices and programs reach the highest levels of quality	• % increase in # of high quality ratings • % increase in Early Childhood professional credentials (# and level)	• Track program participation rates from the Colorado Shines data system dashboards (effective start date July 2015) • Track professional credential rates from the Colorado Shines data system dashboard (effective start date July 2015) • Conduct regular trend analysis • Early Childhood Councils shall utilize the ecConnect Sugar CRM and submit indicator data, along with the results of trend analysis and a narrative of public engagement and awareness strategies utilized to inform best practices. • Data shall be submitted on a monthly basis
Increase public awareness of the Early Learning and Development Guidelines (http://earlylearningco.org/)	• % increase in public and/or community leadership awareness of early childhood issues/resources • % increase in public and/or community leadership understanding of early childhood issues	• Baseline and trend surveys. • Early Childhood Councils shall utilize the ecConnect Sugar CRM and submit indicator data, along with the results of trend analysis and a narrative of public engagement and awareness strategies utilized to inform best practices • Data shall be submitted on a monthly basis
Increase the number of formal agreements between the Early childhood Council and other community early childhood partners related to the Early Childhood Colorado Framework (revised).	• # of MOUs between system partners • # and % increase of shared outcomes with Council partners	• Track MOUs and shared outcomes between partners • Early Childhood Councils shall utilize the ecConnect Sugar CRM and submit MOU indicator data, along with a narrative describing the resulting impact of the partnership for families within the community • Data shall be submitted on a monthly basis (effective start date October 2015)

Section 2: Race to the Top Early Learning Challenge Grant Quality Improvement Scope of Work July 1, 2015 – June 30, 2016		
Outcome	Indicator(s)	Reporting
Increase awareness and technical assistance support to licensed child care programs within the community regarding the Colorado Shines Quality Rating and Improvement System.	• # (including license number) of programs contacted	• Track program outreach • Early Childhood Councils shall utilize the ecConnect Sugar CRM and submit results of trend analysis along with a narrative of public engagement and awareness strategies utilized to inform best practices • Data shall be submitted on a monthly basis
Administer quality improvement funding to licensed programs completing Level 2 requirements within the Colorado Shines Quality Rating and Improvement System.	• # of Level 2 family child care homes • % uptake rate for family child care homes • # of Level 2 Centers ≤ 3 classrooms • % uptake rate for Centers ≤ 3 classrooms • # Level 2 Center ≥ 4 classrooms • % uptake rate for Centers ≥ 4 classrooms	• Track program participation rates from the Colorado Shines data system dashboards • Conduct regular trend analysis. • Early Childhood Councils shall utilize the ecConnect Sugar CRM to track the award and approval of quality improvement assets • Data shall be submitted on a monthly basis
Administer quality improvement funding to licensed programs completing Level 3-5 requirements within the Colorado Shines Quality Rating and Improvement System.	• # of Level 3-5 family child care homes • % uptake rate for family child care homes • # of Level 3-5 Centers ≤ 3 classrooms • % uptake rate for Centers ≤ 3 classrooms • # Level 3-5 Center ≥ 4 classrooms • % uptake rate for Centers ≥ 4 classrooms	• Track program participation rates from the Colorado Shines data system dashboards • Conduct regular trend analysis. • Early Childhood Councils shall utilize the ecConnect Sugar CRM to track the award and approval of quality improvement assets • Data shall be submitted on a monthly basis

CCDBG & RTT ELC Federal Grants

Early Childhood Council Name: Gunnison County	Systems Building	Race to the Top Early Learning Challenge Grant Program Operating	Race to the Top - Quality Improvement Assets	Total
Personnel Salaries				
Coordinator 22 hrs	$ 27,283.00	$ 1,300.00		$ 28,583.00
Assistant Coordinator 9 hrs	$ 9,408.00			$ 9,408.00
Quality Improvement Coach(es)			$ 12,000.00	$ 12,000.00
Subtotal Personnel	**$ 36,691.00**	**$ 1,300.00**	**$ 12,000.00**	**$ 49,991.00**
Fringe benefits				
Coordinator	$ 11,098.00	$ 552.00		$ 11,650.00
Assistant Coordinator	$ 1,267.00			$ 1,267.00
Quality Improvement Coaches			$ 1,579.00	$ 1,579.00
Subtotal Fringe	**$ 12,365.00**	**$ 552.00**	**$ 1,579.00**	**$ 14,496.00**
Travel				
Travel to Lakewood/Denver for 5 ECCLA and Statewide TA days, $120 x 2 x 5 = $1200 Meals $30 x 2 x 5 = $300 400 milesx 5 x .575 = $1,150 Travel to Crested Butte and Lake City 2 times per year - 200 miles x.575=$115 Travel for QI visits and trainings an estimated 2000 miles x .575 = $1,150 plus 2 nights at hotel @ $120 = $240 plus 3 days per diem at $36 = $108. Totalling $1,498	$ 2,765.00	$ 1,498.00		$ 4,263.00
Subtotal Travel	**$ 2,765.00**	**$ 1,498.00**		**$ 4,263.00**
Supplies				
Educational and PR Supplies e.g. printing	$ 50.00	$ 250.00		$ 300.00
Meeting Expenses- snacks $25/meeting x 6 = $150 and 2 Trainings at $200 each.	$ 150.00	$ 400.00		$ 550.00
Office Supplies	$ 50.00	$ 50.00		$ 100.00
Subtotal Supplies	**$ 250.00**	**$ 700.00**		**$ 950.00**
Equipment				
Computer Equipment, IT services, scanner	$ 1,912.00	$ 200.00		$ 2,112.00
Subtotal Equipment	**$ 1,912.00**	**$ 200.00**		**$ 2,112.00**
Contracted Services				
				$ -
Subtotal Contracted Services				**$ -**
Indirect Cost				
Indirect Cost 5%	$ 2,819.00			
Subtotal Indirect Cost	**$ 2,819.00**			**$ 2,819.00**
Other				
Quality Improvement Funds			$ 7,891.00	$ 7,891.00
Annual Fall Conference and Trainings	$ 1,400.00			$ 1,400.00
Scholarships	$ 800.00			$ 800.00

CCDBG & RTT ELC Federal Grants

Early Childhood Council Name: Gunnison County	**Systems Building**	**Race to the Top Early Learning Challenge Grant Program Operating**	**Race to the Top - Quality Improvement Assets**	**Total**
Public Relations - print and radio ads	$ 200.00			$ 200.00
ECCLA				$ -
Subtotal Other	**$ 2,400.00**	**$ -**	**$ 7,891.00**	**$ 10,291.00**
Total Expenses	**$ 59,202.00**	**$ 4,250.00**	**$ 21,470.00**	**$ 84,922.00**

Exhibit H: Quality Rubric and Guidance

Universal Any Qualified Quality Improvement (QQI) Minimum Assignments per Grant

The Coaching Assessment (including ERS observation in at least one classroom of each age group) must be completed for each site prior to spending Any QQI assets.

Use funds in accordance with Funding Hierarchy

Scenario 1: If RTT Funding is Applied for First (Must Have a Level 2) or at the Same Time as Other QI Funding

Must be Level 2 & in Good Standing with Licensing

RTT QI Any QQI	Classrooms 1	2	3	4 or more
Base/Site Allocation	**$300**			
Level 1	Not Eligible			
Level 2	$300	$600	$900	$1,200
Level 3	$300	$600	$900	$1,200
Level 4 or 5	$300	$600	$900	$1,200
Min Any QQI $	**$600**		**Max Any QQI $**	**$1,500**

SRQIP/ITQA/CCAP QI Coaching Hours (For Each Grant)	Classrooms 1	2	3	4 or more
Base/Site Allocation	**$1,000**			
Level 1	NA Scenario 1			
Level 2	$750	$1,000	$1,250	$1,500
Level 3	$500	$750	$1,000	$1,250
Level 4 or 5	$250	$500	$750	$1,000
Min Any QQI $	**$1,000**		**Max Any QQI $**	**$2,500**

If Participating in ALL OEC QI Funding	Classrooms 1	2	3	4 or more
Min Any QQI $	**$3,600**		**Max Any QQI $**	**$9,000**

Scenario 2: If SRQIP, ITQA, CCAP or other QI Funding Participant applies for RTT QI

Not Required to be Level 2 for SRQIP, ITQA, & CCAP; Once Level 2, eligible for RTT QI

SRQIP Any QQI Hours	Classrooms 1	2	3	4 or more
Base/Site Allocation	**$1,000.00**	**$250.00**	**per additional Classroom**	
Level 1	$1,500	$1,750	$2,000	$2,250
Level 2	$750	$1,000	$1,250	$1,500
Level 3	$500	$750	$1,000	$1,250
Level 4 or 5	$250	$500	$750	$1,000
Min Any QQI $	**$1,250**		**Max Any QQI $**	**$3,250**

RTT QI Any QQI	Classrooms 1	2	3	4 or more
Base/Site Allocation	**$0**	**$300.00**	**per additional Classroom**	
Level 1	Not Eligible			
Level 2	$300	$600	$900	$1,200
Level 3	$300	$600	$900	$1,200
Level 4 or 5	$300	$600	$900	$1,200
Min Any QQI $	**$300**		**Max Any QQI $**	**$1,200**

ITQA Any QQI (Infant/Toddler Classrooms Serving CCAP ONLY)	Classrooms 1	2	3	4 or more
Base/Site Allocation	**$1,500**	**$500**	**per additional Classroom**	
Level 1	$2,000	$2,500	$3,000	$3,500
Level 2	$1,000	$1,500	$2,000	$2,500
Level 3	$750	$1,250	$1,750	$2,250
Level 4 or 5	$500	$1,000	$1,500	$2,000
Min Any QQI $	**$2,000**		**Max Any QQI $**	**$5,000**

$3,500

If Participating in ALL OEC QI Funding	Classrooms 1	2	3	4 or more
Min Any QQI $	**$750**		**Max Any QQI $**	**$19,950**

CCAP QI Any QQI (Serving CCAP Only)	Classrooms 1	2	3	4 or more
L1-2 Base/Site Allocation	**$1,500**	**$500**	**per additional Classroom**	
High Priority Mean CCAP Enrollment of over 36 Level 1	$7,500	$8,000	$8,500	$9,000
High Priority Mean CCAP Enrollment of 13 - 36 Level 1	$5,000	$5,500	$6,000	$6,500
High Priority Mean CCAP Enrollment of over 36 Level 2	$6,000	$6,500	$7,000	$7,500
High Priority Mean CCAP Enrollment of 13 - 36 Level 2	$3,500	$4,000	$4,500	$5,000
Mean CCAP Enrollment 1-13 Levels 1-2	$500	$1,000	$1,500	$2,000
L3-5 Base/Site Allocation	**$500**	**250**	**per additional Classroom**	
Mean CCAP Enrollment Over 13 Levels 3-5	$500	$750	$1,000	$1,250
Mean CCAP Enrollment 1-13 Levels 3-5	$250	$500	$750	$1,000
Min Any QQI $	**$750**		**Max Any QQI $**	**$10,500**

Universal Coaching Minimum Assignments per Grant

The Coaching Assessment (including ERS observation in at least one classroom of each age group) must be completed for each site prior to spending Any QQI assets.
If RTT QI Coaching hours are available, use those coaching hours FIRST for any QRIS related coaching including the Coaching Assessment.

Scenario 1: If RTT Funding is Applied for First (Must Have a Level 2) or at the Same Time as Other QI Funding

Must be Level 2 & in Good Standing with Licensing

RTT QI Coaching Hours	Classrooms 1	2	3	4 or more
Rule of Diminishing Hours	=5	=5/2	=5/2	=5/5
Infant Toddler Hours/Classroom	5	7.5	10	11
Preschool Hours/Classroom	5	7.5	10	11
Family Childcare Home Hours/Classroom	5	7.5	NA	NA
Min Hours	5	**Max Hours**		22

SRQIP/ITQA/CCAP QI Coaching Hours (For Each Grant)	Classrooms 1	2	3	4 or more
Rule of Diminishing Hours	=5	=5/2	=5/2	=5/5
Classrooms (Some Funding is Restricted to Classrooms Serving Specific Ages)	5	7.5	10	11
Min Hours	5	**Max Hours**		11

If Participating in ALL OEC QI Funding	Classrooms 1	2	3	4 or more
Rule of Diminishing Hours	=5	=5/2	=5/2	=5/5
Min Hours	20	**Max Hours**		55
Avg/Month (10 Months)	2			5.5

Scenario 2: If SRQIP, ITQA, CCAP or other QI Funding Participant applies for RTT QI

Not Required to be Level 2 for SRQIP, ITQA, & CCAP; Once Level 2, eligible for RTT QI

SRQIP Coaching Hours	Classrooms 1	2	3	4 or more
Rule of Diminishing Hours	=4	=4/2	=4/2	=4/4
Infant Toddler Hours/Classroom	4	6	8	9
Preschool Hours/Classroom	4	6	8	9
Family Childcare Home Hours/Classroom	4	6	NA	NA
Min Hours	4	**Max Hours**		18

RTT QI Coaching Hours	Classrooms Any # of Classrooms
Infant Toddler Hours/Classroom	5
Preschool Hours/Classroom	5
Family Childcare Home Hours/Classroom	5
Min Hours	5 **Max Hours** 10

ITQA Coaching Hours	Classrooms 1	2	3	4 or more
Rule of Diminishing Hours	=4	=4/2	=4/2	=4/4
Infant Toddler Hours/Classroom	4	6	8	9
Family Childcare Home Hours/Classroom	4	6	NA	NA
Min	4 hours	**Max**		9 hours

If Participating in ALL OEC QI Funding	Classrooms 1	2	3	4 or more
Min Hours	17	**Max Hours**		55
Avg/Month (10 Months)	1.7			5.5

CCAP QI Coaching Hours	Classrooms 1	2	3	4 or more
Rule of Diminishing Hours	=4	=4/2	=4/2	=4/4
Infant Toddler Hours/Classroom	4	6	8	9
Preschool Hours/Classroom	4	6	8	9
Family Childcare Home Hours/Classroom	4	6	NA	NA
Min Hours	4	**Max Hours**		18

Expectations for All QI Outreach and Funding Streams

1. Outreach to all Eligible Providers (fields in Sugar with notes) *July 1, 2015-Sept 30th, 2015*
2. Checklist (to assess business viability, capacity and commitment to change)
3. Use the Universal Rubric to Score/Award New Providers. FY15 awarded providers are allowed to re-apply without completing scoring rubric. FY15 awarded providers can begin QI activities upon completion of QRIS coaching assessment and do not need to wait until Sept. 30th to start work.

ITQA	SRQIP	CCCAP QI
Legislative Requirements: 1. Increase slots 2. Increase quality 3. Increase family engagement 4. provide tied reimbursement **Recruitment Guidance:** 1. Quality Improvement sites: Low/no quality and high CCCAP 2. Maintenance sites: Medium/High Quality and high CCCAP (can they increase CCCAP) 3. Expansion sites: can they expand slots, increase CCCAP *CCCAP data will be provided by OEC.	**Legislative Requirements:** 1. Eligible Programs are feeding Low Performing and Turn Around Schools **Recruitment Guidance:** 1. Transition of current SRQIP sites who are no longer in the boundaries for Low Performing Schools AND sites who are closing out their 6th funding year in the program. This is to be done on an individual basis and the plan should be provided to the Program Officer upon completion. 2. OEC will provide a list of Potential Sites in the identified boundary area for Low Performing Schools 3. Connect with current sites who remain eligible for funds through school readiness to determine best fit and establish if services will continue. 4. For Councils with a high number of Potential Providers, priority is to be placed Quality Improvement Sites and High CCCAP. These high priority sites should be a personal reach and the remainder can be an email invitation to apply. (Will be provided by OEC)	**State Requirements:** 1. Programs must be serving children in CCCAP **Recruitment Guidance:** 1. This funding can be used to support the 3-5 year old classrooms that are enrolled in ITQA 2. An eligible list of providers will be sent to councils from the OEC.

4. Providers **must** complete QRIS Coaching Assessment (both to determine level of support and inform funding allocations)
5. Sign MOU's with Providers
6. Finalize list of provider for each grant
7. Funding Rubrics will be provided by OEC (see attached)
8. Begin QI Activities

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Christopher Klein Constructi

Action Requested: County Manager Signature

Parties to the Agreement: Christopher Klien Construction

Term Begins: 9/1/15 **Term Ends:** 12/31/2015 **Grant Contract #:**

Summary:

Drainage on the east side of the building requires repair, it is causing damage to the structure and moisture in the crawlspace. Also the wheelchair ramp and entry stairs are in need of replacement, concrete is failing and handrails are rusting out.

Fiscal Impact: $52,159 from Mountain View capital replacement fund

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

Finance Review: (●) Required ( ) Not Required

Comments:
Amount avialable in the Replacement Reserve account for Mt. View.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/2/2015

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

Comments:
ok db 8/9/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/9/2015 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/10/2015

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

Agenda Date: 8/18/2015

Revised April 2015

CONTRACTOR AGREEMENT

This Contractor Agreement ("Agreement") made effective the ___ day of _____, 2015, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Gunnison County") and _____, whose address is _____, Gunnison, CO 81230 ("Contractor").

RECITALS

Contractor provides services to Mountian View Apartmentsbuilding, located at 317 N. Spruce St., Gunnison, CO (hereinafter "Services"). Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SCOPE OF SERVICES.

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

2. TERM.

   The term of this Agreement shall commence on the date first set forth above and shall terminate when the scope of services is complete, but not later than December 31, 2015, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

   Execution of this Agreement will assist the County Facilities and Grounds Department with its Maintenance Management System strategy to provide preventative maintenance services at County facilities, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

(a) In exchange for Contractors performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically set forth in Exhibit B.

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

(c) This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement without penalty to Contractor pursuant to paragraph 13 of this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

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

(b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars ($350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars ($990,000.00).

(c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than $350,000 for any injury to one person in any single occurrence and in an amount no less than $990,000 for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or

employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

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

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

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

(b) Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

(c) Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

(d) Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

(e) Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

10. ADA COMPLIANCE.

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

11. MISCELLANEOUS.

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

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

(c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

14. NOTICES.

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

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

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

Contractor: Christoher Klien Construction
487 Blackfoot Trail,
Gunnison,CO__81230
(970) 641-1246

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.

15. 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.

16. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and

disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

17. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

18. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

Exhibit A

Mountain View Apartments Grading and Site concrete replacement project

Scope:
Demolish and replace concrete stairs and wheelchair ramp on the east side of Mountain View apartments. Demolition is to begin at top of stairs/ ramp and include entire ramp, stairs, and sidewalks up to the Main entrance to the building and across the east side of the building to the mechanical room access door. All concrete, handrails, and culverts are to be replaced. The drainage swale along the east side of the building has filled in. The swale will be re-shaped and a perforated pipe (French drain) shall be added in a gravel bed at the bottom of the swale. The perforated pipe will be routed into a drywell near the wheelchair ramp. A new retaining wall shall be added to support the patio at the location of the drywell. Specs. and drawings provided are for bidding purposes only. Contractor shall provide final engineered drawing of retaining wall structure.

Timeframe:
Work must be completed in no longer than 2 weeks, from start to finish. Work shall be completed before Nov. 1 2015.

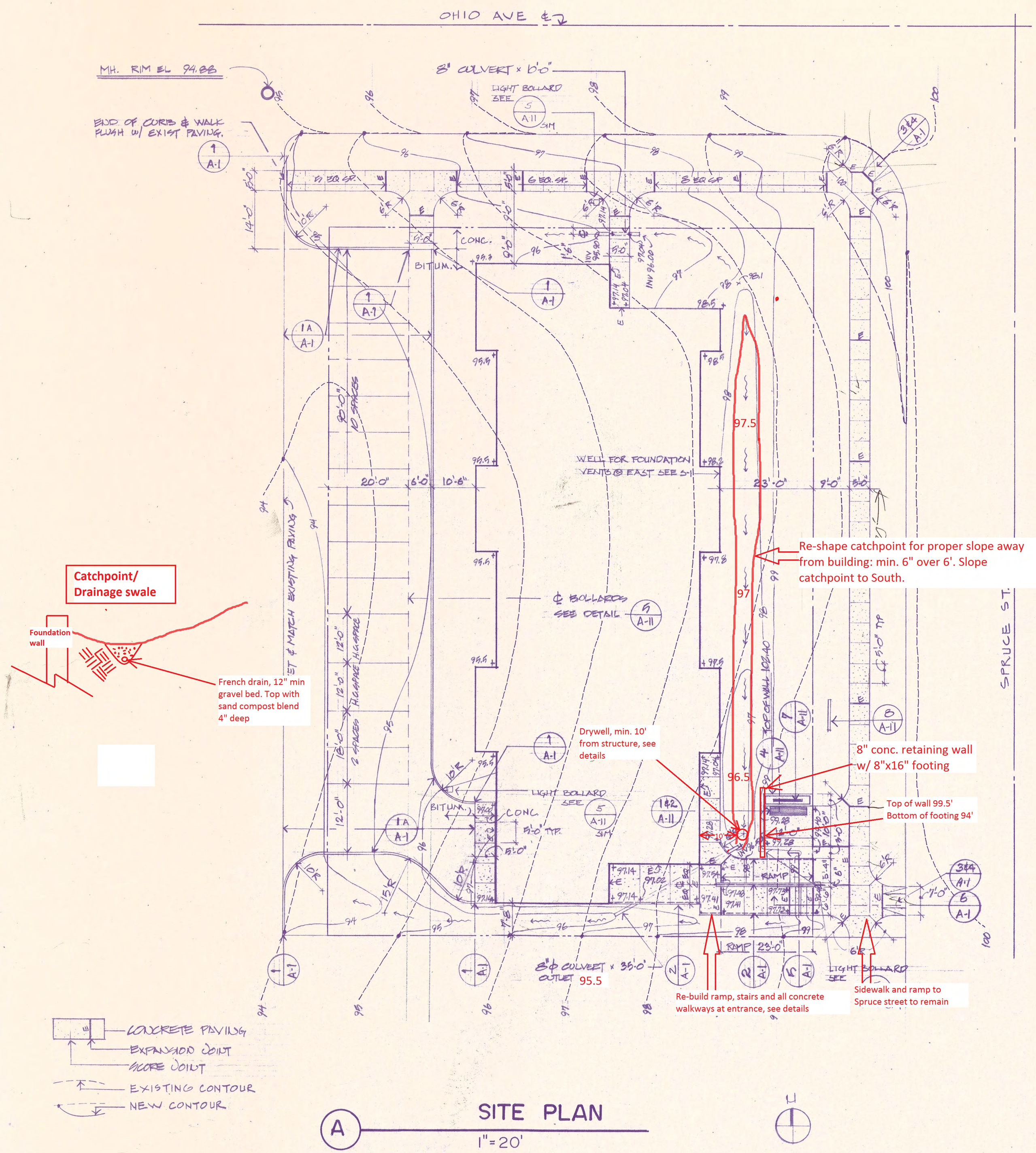
Bids:
Bids shall include full cost of work, proof of insurance, any notes or alterations to plans provided, and timeframe for beginning and completing work.

Payment:
Payment shall be made in full within 30 days of completion and acceptance of work by Gunnison County.

Bidding:
Bids are due July 22, 2015. Bids can be delivered to:
Gunnison County
Facilities and Grounds Dept.
200 E. Virginia, Gunnison
Or
Jcattles@gunnisoncounty.org

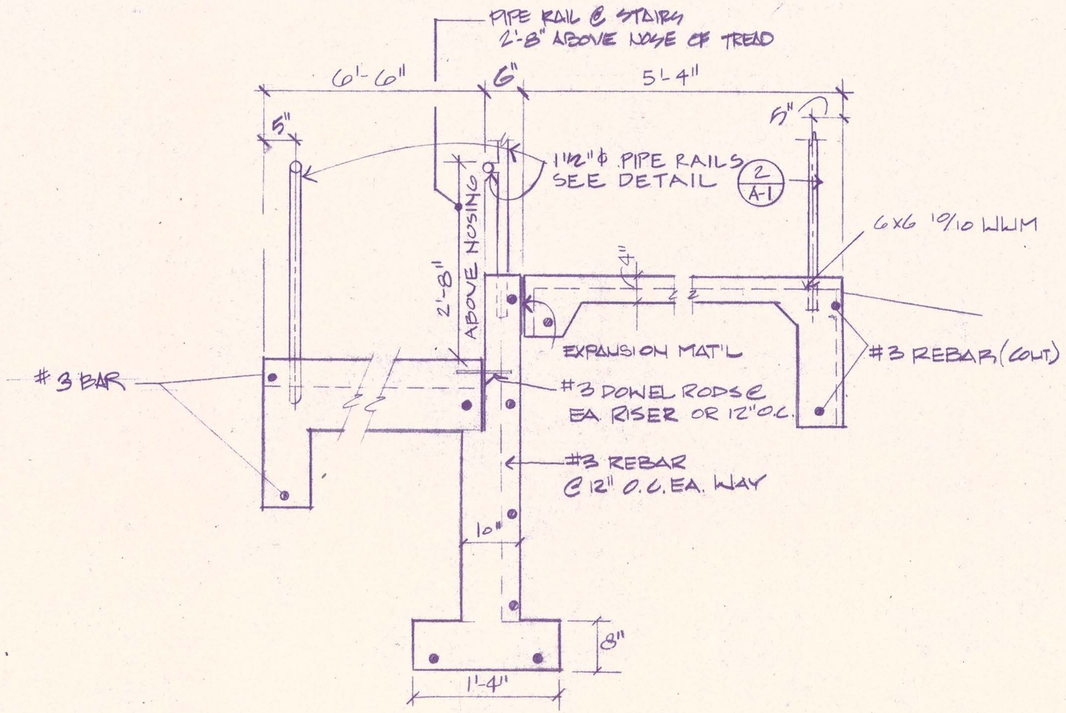
Selection:
Gunnison County shall select the winning proposal after reviewing all proposals that are received by the due date and meet the qualifications set forth in this document. Gunnison County will review the proposals ask for more information or clarifications where necessary and select the winning proposal after adjustments or clarifications have been made.
Gunnison County reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities therein; to accept the bid for the contract which, in its sole judgment, best serves the interests of the County.

Questions contact:
John Cattles
jcattles@gunnisoncounty.org
970-275-0768



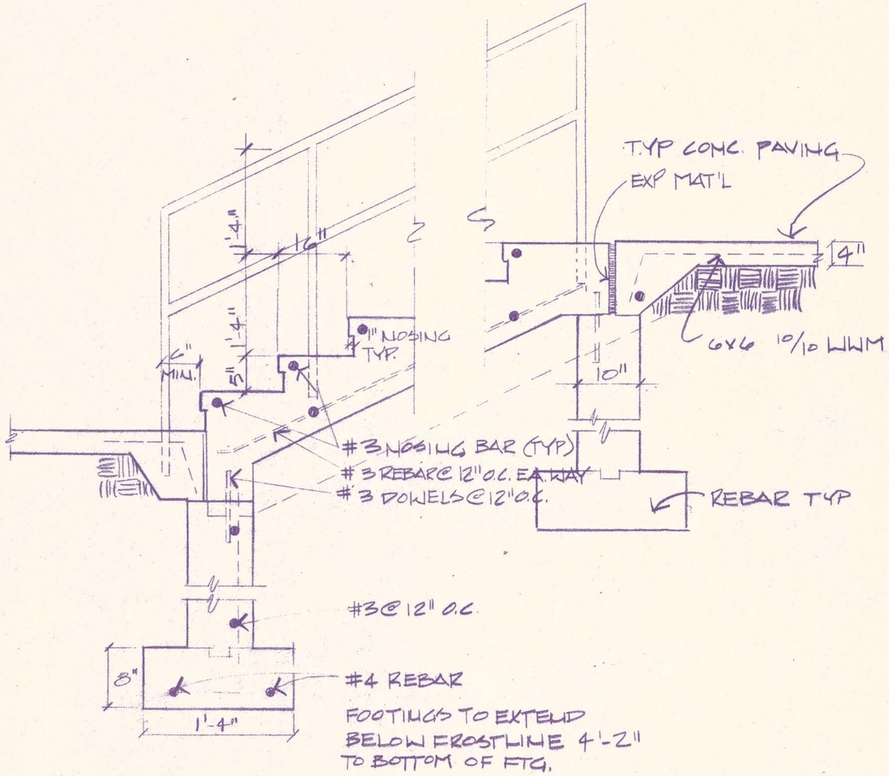
A SITE PLAN
1" = 20'

Exhibit A



5 SECTION THRU EXT. STAIRS & RAMP

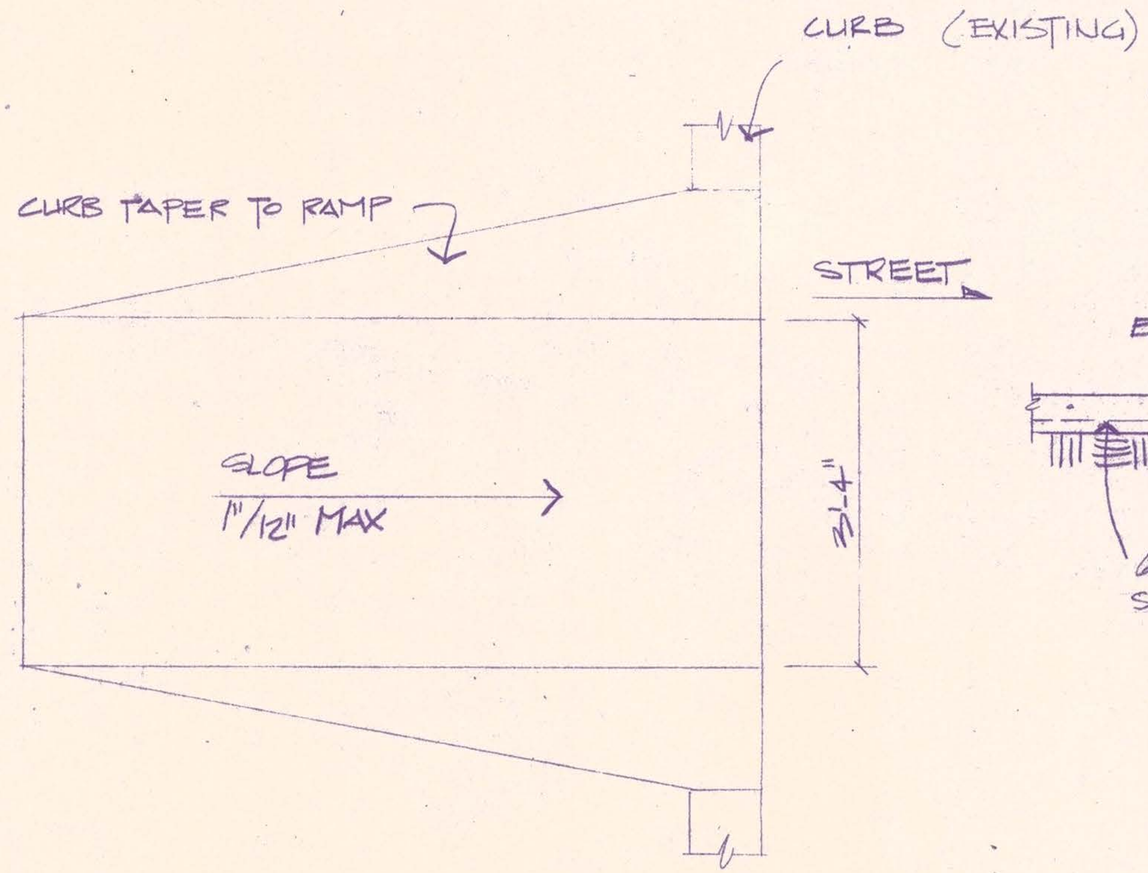
1/2" = 1'-0"



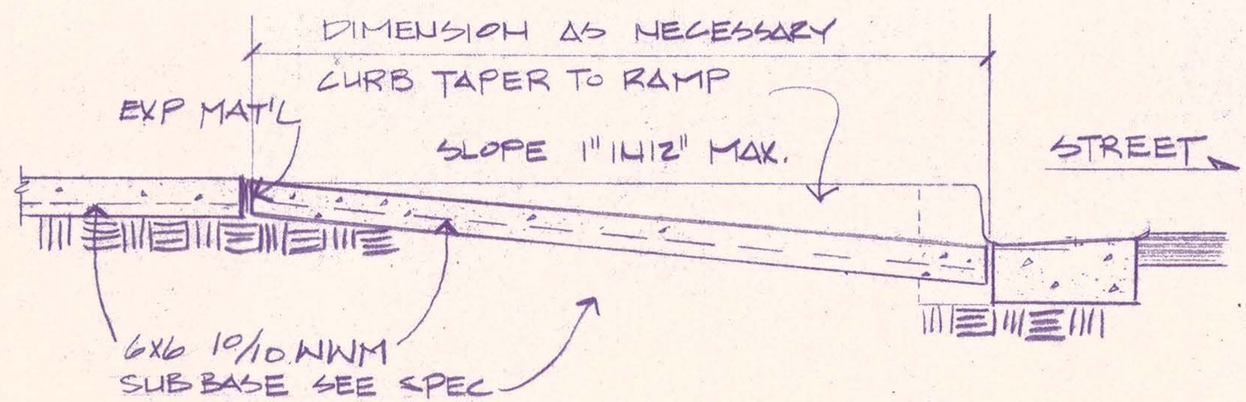
6 SECTION THRU EXT. STAIR

1/2" = 1'-0"

Exhibit A

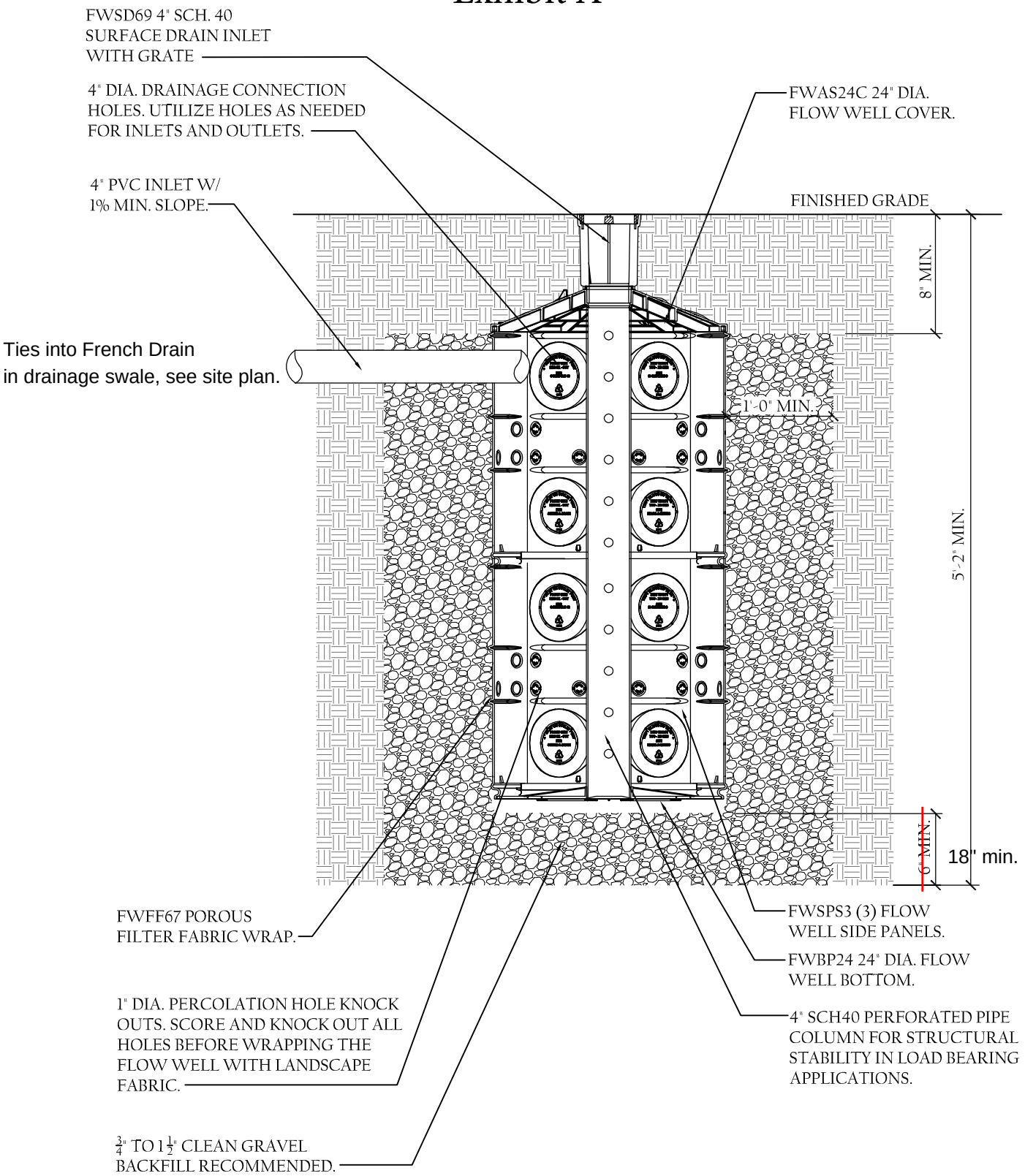


3 CURB RAMP DETAIL
1 1/2" = 1'-0"



4 CURB RAMP SECTION
1 1/2" = 1'-0"

Exhibit A



NOTE:

- MUST BE INSTALLED 10' AWAY FROM STRUCTURE OR FOUNDATION.
- FWAS24 KIT DOES NOT COME WITH FWPB24 BTM.
- REFERENCE FLO-WELL CALCULATOR ON NDSPRO.COM

NDS
WE PUT WATER IN ITS PLACE

TECHNICAL SERVICES
1-888-825-4716
techservice@ndspro.com

NDS FLO-WELL™ GRAVEL INSTALLATION.

LIGHT VEHICULAR LOAD "A" & "B" INSTALLATION STACKED.

N. T. S.

Exhibit B

July 22, 2015

Gunnison County
Facilities and Grounds Dept.
200 E. Virginia Ave.
Gunnison, CO 81230
Attn: John Cattles

Ladies and Gentlemen,
Christopher Klein Construction, Inc. is pleased to offer a proposal for ramp, stair, rail, and drainage replacement at Mountain View apartments. Our proposal is $52,159.00 and includes the following:

- All items shown on drawings.
- Engineering and any permitting that is required.
- Schedule to be complete in a 2 week period, work will be complete this fall.

This work will be completed before winter 2015. We are fully insured. Mountain West will be supplying an insurance certificate directly to the county. If you have any questions or need any additional information please do not hesitate to contact me at 209-0111 or 641-1246.

Thank you,

Christopher Klein, President

CHRIKLE-01 KRISTINET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Mountain West In & Fin Serv LLC
100 E. Victory Way
Craig, CO 81625

CONTACT NAME:
PHONE (A/C, No, Ext): (970) 824-8185 FAX (A/C, No): (970) 824-8188
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire Group	13021
INSURER B : Pinnacol Assurance	41190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Christopher Klein Construction, Inc.
487 Blackfoot Trail
Gunnison, CO 81230

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			60460707	04/01/2015	04/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 300,000
	ANY AUTO			60460707	04/01/2015	04/01/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A		4131843	06/01/2015	06/01/2016	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Gunnison County Facilities & Ground Dept.
Attn Jay Cattles
200 E Virgina Avenue
Gunnison, CO 81230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristine Foore

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Centennial State Roofing; Mo

Action Requested: County Manager Signature

Parties to the Agreement: Centennial State Roofing

Term Begins: 9-1-15 **Term Ends:** 12/31/2015 **Grant Contract #:**

Summary:

Replacement roof for Mountain view

Fiscal Impact: Mountian view capital replacement fund

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

Finance Review: (●) Required ( ) Not Required

Comments:
Replacement Reserve balance is currently $162,825

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/6/2015

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

Comments:
ok db 8/9/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/9/2015 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/10/2015

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

Agenda Date: 8/18/2015

Revised April 2015

CONTRACTOR AGREEMENT

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Contractor provides services to Mountian View Apartments building, located at 317 N. Spruce St., Gunnison, CO (hereinafter "Services"). Gunnison County desires to engage Contractor to provide Services according to this Agreement.

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

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   Execution of this Agreement will assist the County Facilities and Grounds Department with its Maintenance Management System strategy to provide preventative maintenance services at County facilities, as outlined in the Gunnison County Strategic Plan.

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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

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Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

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

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

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

(b) Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

(c) Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

(d) Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

(e) Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

10. ADA COMPLIANCE.

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

11. MISCELLANEOUS.

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

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

(c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

14. NOTICES.

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

Gunnison County:	County Manager Gunnison County 200 E. Virginia Gunnison, Colorado 81230 Phone: 970-641-0248
With a copy to:	Board of County Commissioners of the County of Gunnison, Colorado 200 E. Virginia Gunnison, Colorado 81230
Contractor:	Centennial State Roofing 318 S. Wisconsin St. Gunnison, CO 81230 (970) 209-9779

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.

15. 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.

16. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

17. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

18. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

Exhibit A

Roof replacement at Mountain View Apartments

Scope:
Remove and dispose of existing roofing materials including underlayment. Demolish any roof decking that is moisture damaged. Apply new drip edge, flashings, and penetration seals (boots). Repair roof ventilation system as required. Apply new self-adhered bituminous roof underlayment on entire roof surface. Re-roof with exposed fastener metal roof system min. 22 gauge metal, Gunnison County to choose color. Add snow fence as noted on plans. Contractor is responsible for temporary dry-in during demolition. All work must conform to manufacturer's installation specifications.

Timeframe:
Work must be completed by Nov. 1 2015. Work must be phased to minimize exposing building to water damage, follow demolition with dry-in within 24 hours.

Site Inspection:
Please call John Cattles 970-275-0768 to schedule a time to visit the site.

Bids:
Bids shall include full cost of work, proof of insurance, notes or alterations to the scope or plans provided, specifications of products to be used, warranties of products and timeframe of work including start date and completion date. Bids shall be for full cost of work as described and as can be seen by visual inspection and will include labor and materials markup rate for un-foreseen and unknowable conditions (replacement of roof decking, framing, major rework), also bids shall include full 2 year warranty on materials and workmanship from roofing contractor.

Payment:
Payment will be made as follows:
40% at completion of demolition, dry-in (underlayment and flashings complete)
20% at delivery of roofing materials (must be onsite)
40% Final payment at completion of all work and acceptance by Gunnison County.

Bidding:
Bids are due July 22, 2015. Bids can be delivered to:
Gunnison County
Facilities and Grounds Dept.
200 E. Virginia, Gunnison
Or
Jcattles@gunnisoncounty.org

Exhibit A

Selection:

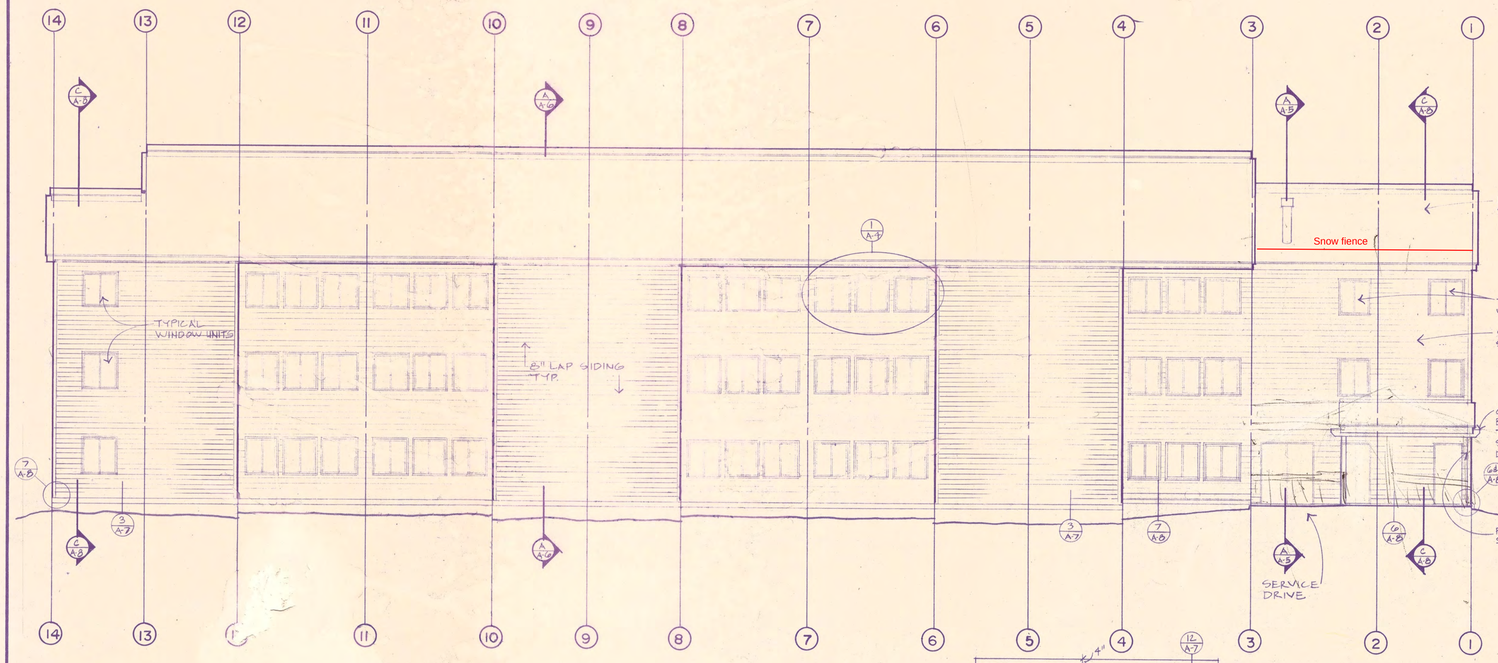
Gunnison County shall select the winning proposal after reviewing all proposals that are received by the due date and meet the qualifications set forth in this document. Gunnison County will review the proposals ask for more information or clarifications where necessary and select the winning proposal after adjustments or clarifications have been made.

Gunnison County reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities therein; to accept the bid for the contract which, in its sole judgment, best serves the interests of the County.

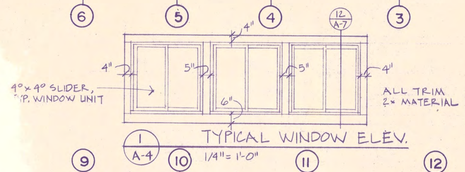
Questions contact:

John Cattles
jcattles@gunnisoncounty.org
970-275-0768

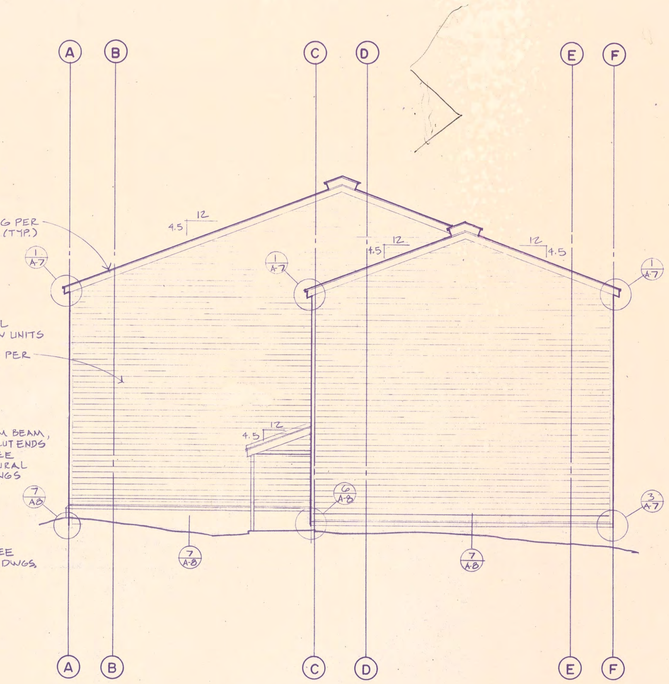
Exhibit A



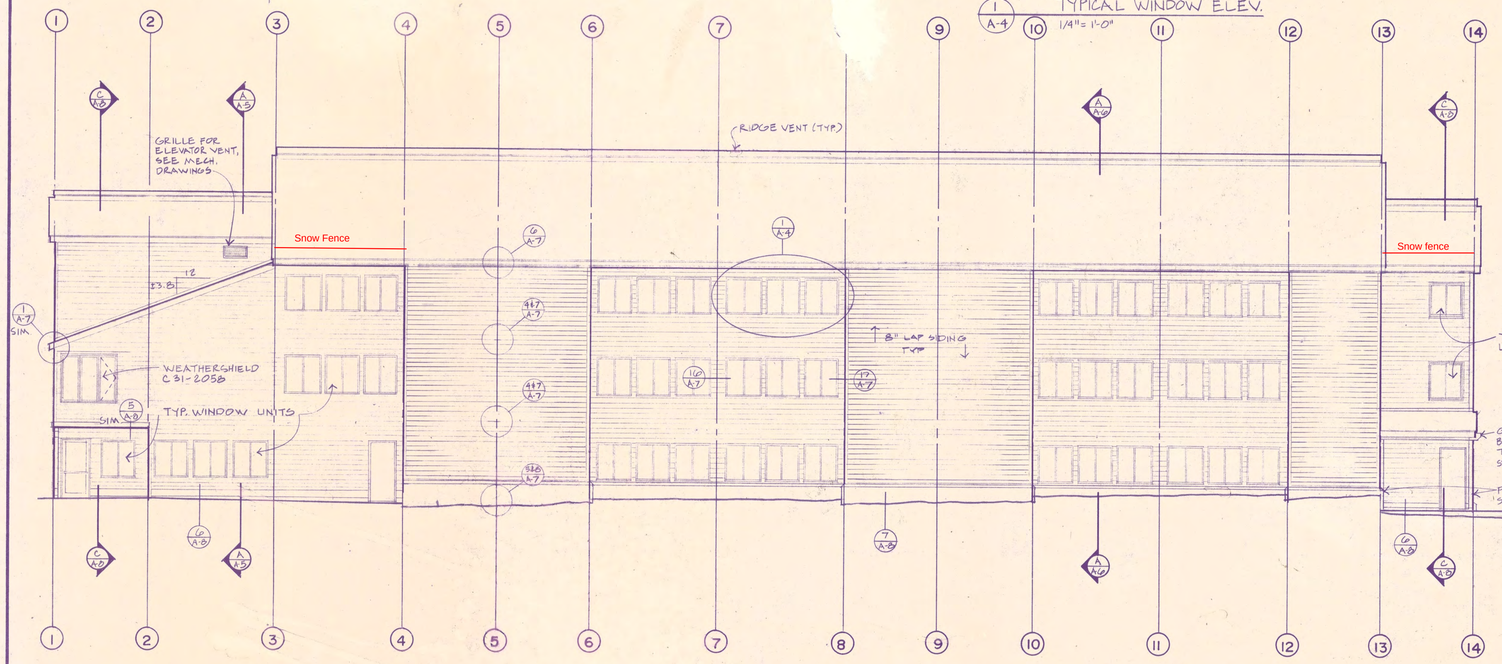
A WEST ELEVATION
SCALE: 1/8"=1'-0"



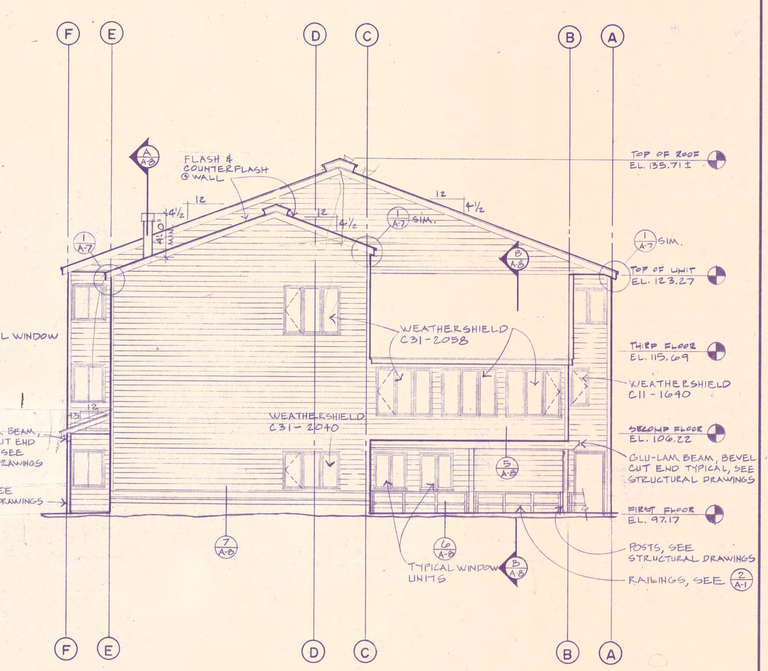
TYPICAL WINDOW ELEV.
1/4"= 1'-0"



C NORTH ELEVATION
SCALE: 1/8"=1'-0"



B EAST ELEVATION
SCALE: 1/8"=1'-0"



D SOUTH ELEVATION
SCALE: 1/8"=1'-0"

downing·leach
architects·planners
3985 WONDERLAND HILL AVENUE
BOULDER, COLORADO 80302
(303) 443-7533

ASSOCIATED ARCHITECTS OF CRESTED BUTTE
207 ELK AVENUE P.O. BOX 1209
CRESTED BUTTE, COLORADO 81224
(303) 349-5353

STATE OF COLORADO
LEON A. WALLER
REGISTERED ARCHITECT

GUNNISON SENIORS HOUSING
GUNNISON, COLORADO

DRAWN	
CHECKED	
REVISED	

NOTICE DUTY OF COOPERATION
Release of these plans contemplates further cooperation among the owner, his contractor, and the architect. Design and construction are complex. Although the architect and his consultants have performed their services with due care and diligence, they cannot guarantee perfection. Communication is imperfect, and every contingency cannot be anticipated. Any ambiguity or discrepancy discovered by the use of these plans shall be reported immediately to the architect. Failure to notify the architect compounds misunderstanding and increases construction costs. A failure to cooperate by a simple notice to the architect shall relieve the architect from responsibility for all consequences. Changes made from the plans without the consent of the architect are unauthorized, and shall relieve the architect of responsibility for all consequences arriving out of such changes.

DATE 2-26-82

PAGE NO.

A-4

PROJECT NO. B0021.00

Exhibit B

Centennial State Roofing Company, LLC

318 S. Wisconsin Street

Gunnison, Co. 81230

Centennialstateroofing.com

(970)209-9779

Date: 7/21/15

Proposal Submitted to: Gunnison County, Attn: John Cattles

Job location: Mountain View Condos

Contact Information: (970)275-0768

Labor and Materials description: There is a total of 12961 square feet of roof area between the main structure and the carport. These 2 structures will be priced separately. The main structure is 11141 square feet. The roof is to be torn-off and the roof deck inspected. Any necessary repairs will be done to the roof deck before it is dried-in with a high temperature, self-adhered underlayment (Met Shield). The metal will be recycled and the rest of the tear-off disposed of. A perforated end-wall flashing will be hung over the existing vent system. Drip-edge and all other flashing associated with the roof system will be installed.

The costs for these services are as follows:

24 gauge finished metal roof system: $68,000

Car Port: $9600

Centennial State Roofing Company, LLC is fully insured with both worker's compensation and general liability.

The required pay schedule is as follows:

-50% is required previous to the start of the project.

- The final 50% is due upon completion of the project.

Acceptance of this job proposal:

This agreement is approved and accepted. I/We understand there are no oral agreements between the parties of this contract. The written terms, provisions, plans, and/or specifications in this agreement constitute the entire agreement between the parties. Changes in this agreement shall be done by written and signed change of work orders. Change of work orders may incur additional charges.

Exhibit B

_____ _____

Signature of owner/ GC/ authorized representative date

_____ _____

Centennial State Roofing Company, LLC date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: West Region Healthcare Coalition Memorandum of Agr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

This agreement is entered into among representatives of Colorado's West All-Hazards Region Healthcare & Emergency Management partners to assure a coordinated response to public health and medical emergencies in the following western Colorado counties: Delta, Gunnison, Hinsdale,

Fiscal Impact: N/A

Submitted by: B. Lucero fro C. Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No direct fiscal impact.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/8/2015

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

Comments:
ok db 8/7/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/7/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/10/2015

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

Agenda Date: 8/18/2015

Revised April 2015

West Region Healthcare Coalition
Memorandum of Agreement

This agreement is entered into among representatives of Colorado's West All-Hazards Region Healthcare and Emergency Management partners to assure a coordinated response to public health and medical emergencies in the following western Colorado counties: Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel.

Definitions

- Colorado's West Region Healthcare Coalition (WRHCC) is a voluntary collaborative network of healthcare organizations organized to enhance the ability of West Region healthcare and emergency management partners to prepare for and respond to disasters involving a healthcare response.

- Memorandum of Agreement (MOA), or cooperative agreement, is a document written among parties to cooperatively work together on an agreed upon project or to meet an agreed upon objective. The purpose of this MOA is to have a written understanding of the agreement among West Region Healthcare Coalition members.

Coalition Purpose

- Preparedness: The primary function of the WRHCC is healthcare system emergency preparedness activities involving member organizations.
- Response: Assist Emergency Management with ESF8 response activities including situational awareness, communication and resource coordination for healthcare organizations during a response.

Membership

The membership of WRHCC is made up of the following members, and is open to others associated with or interested in healthcare emergency preparedness and response.

- Hospitals
- EMS providers
- Emergency Management / Public Safety
- Mental/behavioral health providers
- Public Health
- Long Term Care and Assisted Living
- Medical clinics and private practice
- Volunteer organizations
- Other allied healthcare providers

Structure

- **Leadership**
  - Rotates among leaders from the three hospitals in the West Region and other member agencies.
- **General Membership**
  - All members of the WRHCC
- **Steering Committee**
  - A group of local and regional ESF8 and Emergency Management partners who provide guidance and strategic direction to the WRHCC.
    - Steering committee members are from hospitals, Public Health, Emergency Management, EMS and Mental/Behavioral Health, and Long Term Care.

- **Workgroups**
    - Ad-hoc group (or individual) convened for a brief duration to address a specific area and/or produce a specific product of interest to the Coalition.
    - Also local ESF8 partnerships working on behalf of the regional coalition.
- **Administrator**
    - Supports the WRHCC by developing and submitting agendas for approval by leadership and by providing logistics and documentation for all meetings and trainings.

The party or parties signed below agree that after meeting their responsibilities to staff, patients and constituents; they will, to the extent of their ability:

- Attend meetings of the Coalition and any assigned work groups.
- Support collaborative West Region planning, training and exercise coordination.
- Support coordination of healthcare resources through sharing of information, activation of staff, provision of medical materials (including the Strategic National Stockpile), and other resources for responding to an emergency.
- Provide ESF8 resources and representation, information sharing, and leadership for helping direct resources and operations for regional and county emergency response during critical incidents.
- Support assessment of public health/medical needs (including behavior health).
- Support public and environmental health surveillance efforts in the county/region.

This agreement is intended, through joint cooperation, to best serve the citizens of Colorado's West All-Hazards Region in the event of an emergency. This document is not meant to be legally binding; it is a statement of cooperation among Coalition members if staff and resources are available.

This MOA will take effect when it is signed. This MOA will be reviewed annually by the WRHCC Steering Committee and may be amended at any time by mutual agreement of all parties. This MOA shall remain in effect until terminated by written notice with 60 days' notice from any party.

_____ _____

Name / Title / Organization Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement Regarding Election Cos

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and Mt. Crested Butte

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

Summary:

Attached please find the Intergovernmental Agreement Re Election Costs for SB05-152 Ballot Initiative

Fiscal Impact: ?

Submitted by: Office of the County Attorney **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/14/2015

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 8/14/2015

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

Agenda Date: 8/18/2015

Revised April 2015

INTERGOVERNMENTAL AGREEMENT

REGARDING ELECTION COSTS FOR SB05-152 BALLOT INITIATIVE

BETWEEN

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

AND

THE CITY OF GUNNISON

THIS INTERGOVERNMENTAL AGREEMENT REGARDING ELECTION COSTS FOR SB05-152 BALLOT INITIATIVE ("Agreement") is made effective on the ____ day of August, 2015, by and between the Board of County Commissioners of the County of Gunnison, Colorado, ("Gunnison County") and the City of Gunnison, Colorado, ("Jurisdiction").

I. RECITALS

WHEREAS, Gunnison County and the Jurisdiction intend to pursue a coordinated election to include the SB05-152 ballot initiative for the November 3, 2015 Coordinated Election ("Coordinated Election"); and

WHEREAS, the Coordinated Election to include the SB05-152 ballot initiative shall be conducted pursuant to the terms and conditions of the *Intergovernmental Agreement Regarding the Conduct and Administration of the November 3, 2015 Coordinated Election* by and between the Jurisdiction and the Clerk and Recorder of Gunnison County, Colorado ("Coordinated Election IGA"); and

WHEREAS, in support of cooperative election efforts, Gunnison County intends to fund direct and indirect costs related to Jurisdiction's SB05-152 ballot initiative.

II. AGREEMENT

NOW, THEREFORE, in consideration of the recitals above, the parties agree to the following:

A. Gunnison County shall be responsible for Jurisdiction's pro rata share of direct and indirect costs related to the SB05-152 ballot initiative for the Coordinated Election due and owing to the Clerk and Recorder of Gunnison County, Colorado pursuant to the Coordinated Election IGA, Section IV – Compensation.

B. Modifications of Agreement. Any modifications to this Agreement shall be in writing and signed by all parties.

C. Entire Agreement. This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof, and may not be changed or modified except as stated in paragraph B. herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day, month and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

CITY OF GUNNISON

By: _____
Richard Hagan, Mayor

ATTEST:

_____
Gail Davidson, City Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement Regarding Election Cos

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and Mt. Crested Butte

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

Summary:

Attached please find the Intergovernmental Agreement Re Election Costs for SB05-152 Ballot Initiative

Fiscal Impact: ?

Submitted by: Office of the County Attorney **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/14/2015

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 8/14/2015

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

Agenda Date: 8/18/2015

Revised April 2015

INTERGOVERNMENTAL AGREEMENT

REGARDING ELECTION COSTS FOR SB05-152 BALLOT INITIATIVE

BETWEEN

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

AND

THE TOWN OF MT. CRESTED BUTTE

THIS INTERGOVERNMENTAL AGREEMENT REGARDING ELECTION COSTS FOR SB05-152 BALLOT INITIATIVE ("Agreement") is made effective on the ____ day of August, 2015, by and between the Board of County Commissioners of the County of Gunnison, Colorado, ("Gunnison County") and the Town of Mt. Crested Butte, ("Jurisdiction").

I. RECITALS

WHEREAS, Gunnison County and the Jurisdiction intend to pursue a coordinated election to include the SB05-152 ballot initiative for the November 3, 2015 Coordinated Election ("Coordinated Election"); and

WHEREAS, the Coordinated Election to include the SB05-152 ballot initiative shall be conducted pursuant to the terms and conditions of the *Intergovernmental Agreement Regarding the Conduct and Administration of the November 3, 2015 Coordinated Election* by and between the Jurisdiction and the Clerk and Recorder of Gunnison County, Colorado ("Coordinated Election IGA"); and

WHEREAS, in support of cooperative election efforts, Gunnison County intends to fund direct and indirect costs related to Jurisdiction's SB05-152 ballot initiative.

II. AGREEMENT

NOW, THEREFORE, in consideration of the recitals above, the parties agree to the following:

A. Gunnison County shall be responsible for Jurisdiction's pro rata share of direct and indirect costs related to the SB05-152 ballot initiative for the Coordinated Election due and owing to the Clerk and Recorder of Gunnison County, Colorado pursuant to the Coordinated Election IGA, Section IV – Compensation.

B. Modifications of Agreement. Any modifications to this Agreement shall be in writing and signed by all parties.

C. Entire Agreement. This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof, and may not be changed or modified except as stated in paragraph B. herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day, month and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

TOWN OF MT. CRESTED BUTTE

By:_____
Dave Clayton, Mayor

ATTEST:

_____
Jill Lindros, Town Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lexis for Microsoft® Office – Lexis Advance Editio

Action Requested: County Manager Signature

Parties to the Agreement: Lexis Nexis

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

Summary:

A contract authorizing the CAO to use the LexisNexis legal online research database

Fiscal Impact:

Submitted by: Joseph Otsuka **Submitter's Email Address:** jotsuka@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Will result in cost savings for 2015.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/14/2015

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

Comments:
ok db 8/14/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/14/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/14/2015

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

Agenda Date: 8/18/2015

Revised April 2015

Lexis Advance® Subscription Agreement for State/Local Government
(New Subscriber Version)

"Subscriber" Name: Gunnison County Attorney's Office
Account Number: urn:ecm:3222HS65H
"LN": LexisNexis, a division of Reed Elsevier Inc.

1. Subscription Agreement
LexisNexis, a division of Reed Elsevier Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis Advance® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: http://www.lexisnexis.com/terms/LACommercial2.

2. Certification
2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	**2**

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:	6

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges
3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the

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date of termination. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

Lexis Advance Content & Features		
Product	**SKU Number**	**Number of Users**
National Primary Enhanced	1011511	2
Colorado Practice Library	1011541	2
☐ See attached Rider No. 1 for additional Content & Features		

3.2 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
8/17/2015 - 9/30/2015	$0
10/1/2015 - 9/30/2016	$290
10/1/2016 - 9/30/2017	$298.70
10/1/2017 - 9/30/2018	$307.66

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

_____ (Initial)

3.4 Use of Lexis Advance under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 8/25/2015.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

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6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

(a) Mandatory basic training in the use of Lexis Advance by LN for all Authorized Users;

(b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

(c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

7. Miscellaneous

This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis Advance or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber:	**Gunnison County Attorney's Office**
	[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	

LexisNexis, a division of Reed Elsevier Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	
Job Title:	
Date:	

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CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Gunnison County Attorney's Office	
Billing Frequency:	☒ Monthly	☐ Annually
	Physical Address	Invoice Address
Street Address:	200 E. VIRGINIA	
City:	Gunnison	
State:	CO	
Zip:	81230	
County:	Gunnison	
Telephone:	970-641-5300	
Fax:	970-641-7696	
Parent Company: *(if applicable)*		

Type of Organization: LOCAL GOVERNMENT

☐ Legislative ☐ Judicial ☐ Executive

Professional User: _____ Practicing Area of Law: LOCAL GOVERNMENT

Support Staff: _____ Employer Identification Number: 84-6000770

Bar No: _____ Issuing State: CO

Date Issued/Expiration Date: _____ Organization Web Address: _____

Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) MSA: ☐ Yes ☐ No

☐ No

Tax ID No: 98-0202498-0000 State Contract No: (If applicable)

PO No: (If applicable)

Contacts:

	Name	Telephone	Email
Installation:	Jim Gardner	970-641-7921	jgardner@gunnisoncount.org
Billing:	Sally Wilcox	970-641-7080	swilcox@gunnisoncounty.org
Policy/Legal Notification:	Rachel Magruder	970-641-7616	rmagruder@gunnisoncounty.org
Scheduling/Training:	" "		

	Name	Telephone
Super Admin:		
	Email	**IP Address**

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CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
DAVID BAUMGARTEN	ATTORNEY	dbaumgarten@gunnisoncounty.org	
CONNEHEN STUAR	ATTORNEY	gstuar@gunnisoncounty.org	
RACHEL MAGNUSON	PARALEGAL	rmagnuson@gunnisoncounty.org	
JODY OTSUKA	PARALEGAL	jotsuka@gunnisoncounty.org	

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LexisNexis®

Federal/State & Local Government
LEXIS *FOR* MICROSOFT® OFFICE
LEXIS ADVANCE® EDITION ORDER

This Lexis *for* Microsoft Office – Lexis Advance Edition ("Lexis *for* Microsoft Office") Order ("Order") amends and supplements the terms of the Lexis Advance Agreement (the "Agreement"), previously executed between LexisNexis, a division of Reed Elsevier Inc. ("LN") and Gunnison County Attorney's Office ("Subscriber").

1. **Term.**
The term of this Order will begin on the day this Order is executed by Subscriber and will continue until the last Commitment Period set forth below (the "Term"). Notwithstanding the foregoing, this Order shall automatically terminate upon expiration of the Agreement. Although the Term of this Order will start upon execution, Subscriber will not have access to Lexis *for* Microsoft Office until the following conditions (collectively, the "Requirements") are met: (a) Subscriber meets the Technical Requirements set forth in Section 2; and (b) Lexis *for* Microsoft Office is installed on Subscriber's system via one of the installation processes set forth in Section 5.

2. **Technical Requirements.**
Lexis *for* Microsoft Office is proprietary software developed by LN to integrate LN content directly within the Microsoft Corporation software applications Microsoft Outlook and Microsoft Word. In order to use Lexis *for* Microsoft Office, Subscriber must (a) have a paid-up license to the requisite Microsoft Office software; and (b) meet the technical requirements specified on the Lexis *for* Microsoft Office download site (www.lexisnexis.com/download-lexis-office) for the proper operation of the Software (collectively, the "Technical Requirements").

3. **License.**
LN grants Subscriber a personal, limited, non-exclusive, non-transferable, right to access and use the Lexis *for* Microsoft Office product indicated in Section 4 below subject to the terms of the Lexis *for* Microsoft Office End User License Agreement attached hereto as Exhibit A. LN retains all right, title, and interest in and to Lexis *for* Microsoft Office, and any intellectual property embodied therein. All access to and use of LN content via Lexis *for* Microsoft Office shall be subject to the terms set forth in the Subscription Agreement.

4. **Lexis *for* Microsoft Office Platform, Menus, Monthly Software Charges, Functionality Charges.**
4.1 In exchange for Subscriber's monthly payment to LN of the Lexis *for* Microsoft Office Monthly Software Charges amount set forth below, Subscriber will be provided with the Lexis *for* Microsoft Office features and content indicated below during the Commitment Period ("Your Subscribed Product"). Access to Lexis *for* Microsoft Office shall be limited to the number of Authorized Users set forth below.

LEXIS *FOR* MICROSOFT OFFICE			
"COMMITMENT PERIOD"	NUMBER OF AUTHORIZED USERS OF LEXIS *FOR* MICROSOFT OFFICE (Offering 1000352)	NUMBER OF AUTHORIZED USERS OF LEXIS *FOR* MICROSOFT OFFICE – WITH DOCUMENT TOOLS (Offering 1000761)	"LEXIS *FOR* MICROSOFT OFFICE MONTHLY SOFTWARE CHARGE"
8/17/2015 - 9/30/2015		3	$0
10/1/2015 - 9/30/2016		3	$60
10/1/2016 - 9/30/2017		3	$61.80
10/1/2017 - 9/30/2018		3	$63.65
			$

4.2 For purposes of this Order, the term "Authorized User" shall have the meaning set forth in the Agreement. LN will monitor the number of Authorized Users of Lexis *for* Microsoft Office. In the event that the average monthly users in any three month period exceeds the greater of 5 Authorized Users or 105% of the Authorized Users set forth above, LN may adjust the Lexis *for* Microsoft Office Commitment upon written notice to Subscriber effective as of the first day of the

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following month to reflect the current number of users. Additionally, Subscriber will certify in writing the then-current number of Authorized Users of Lexis *for* Microsoft Office at LN's request from time to time.

5. **Installation.**
In order to access Lexis *for* Microsoft Office, Lexis *for* Microsoft Office must be installed on Subscriber's system via one of the following installation methods: (Subscriber to check its election(s) below.)

☒ Standard Implementation –
In a Standard Installation, LN does not perform any installation services and LN's proprietary technology which allows enrichment of Subscriber's content is not installed behind Subscriber's firewall. In a standard implementation installation, Subscriber will not receive any transfer of tangible personal property, nor will there be any electronic transfer or software to the Subscriber in an Individual Desktop Installation. All standard installations will be implemented through electronic retrieval by Subscriber of the software that is hosted by the LN website. Subscriber will download the software from the LN website at an individual desktop level by individual users or on a network level by an IT administrator. By electing this option, Subscriber acknowledges and agrees that the Microsoft Word documents and Microsoft Outlook emails ("Subscriber's Work") that it selects to be analyzed by Lexis *for* Microsoft Office will momentarily leave its environment and will be sent to LN to be marked/tagged/indexed. LN represents and warrants that all such processing of Subscriber's Work will happen machine-to-machine, without human intervention (similar to a *lexis.com* search) and LN will not store, review, or retain Subscriber's Work beyond the time required for processing (i.e., LN will not store Subscriber's Work in any back up logs, server logs, etc.). There are no installation charges for this option and no separate integration services agreement.

In selecting this option, Subscriber must further define the method of deployment:

☒ Individual Desktop Installation - Lexis *for* Microsoft Office will be downloaded from the LN website on an individual desktop basis

☐ Subscriber Network Installation - Lexis *for* Microsoft Office is downloaded from the LN website and Subscriber distributes the Software to multiple desktops or on an organization-wide basis

☐ Installation for existing Lexis® Search Advantage Subscriber – If Subscriber currently subscribes to Lexis® Search Advantage, LN and Subscriber will execute a new Statement of Work to Subscriber's existing Lexis® Search Advantage Agreement to document the additional integration services that will be necessary to integrate Lexis *for* Microsoft Office and Lexis® Search Advantage within Subscriber's environment.

☐ Custom Installation – In a custom installation, LN performs professional services work beyond providing instructions and general guidance for downloading Lexis *for* Microsoft Office. Professional services rendered by LN may include, but are not limited to, writing custom code to install Lexis *for* Microsoft Office within Subscriber's environment, installation services at Subscriber's site in order to download and install software on individual desktops and across the enterprise automatically, or specific effort to install the Lexis *for* Microsoft Office server version within the client environment. The custom installation may include electronic transmissions of computer software and electronic data retrieval of computer software. Custom installations may also include "load and leave" deliveries in which LN visits Subscriber's site, installs the software, then takes the physical medium away when finished. The nature of the services to be provided to Subscriber, the charges for the custom installation services, and the terms regarding the services will be documented in a Statement of Work issued against a separate Master Integration Services Agreement to be executed by the parties. A custom installation will not include the transfer of tangible personal property or transfer of title to the Software.

6. **Miscellaneous.**

6.1 In the event of any conflict between the terms of this Order and the attached Exhibit A, the terms of this Order shall control.

6.2 Except as expressly modified by this Order, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Order. In the event of a conflict or inconsistencies between the Agreement and this

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Order, this Order will control. The Agreement and this Order represent the entire agreement between the parties with respect to Lexis *for* Microsoft Office. All prior agreements, proposals, purchase orders, representations, promises or understandings, whether oral or in writing, concerning Lexis *for* Microsoft Office are superseded in their entirety by this Order.

LN's acceptance of the terms of this Order shall be evidenced by its signature below or by LN providing Subscriber access to Lexis *for* Microsoft Office.

AGREED TO AND ACCEPTED BY:

GUNNISON COUNTY ATTORNEY'S OFFICE SUBSCRIBER	**LexisNexis, a division of Reed Elsevier Inc.**
BY:	**BY:**
NAME:	**NAME:**
TITLE:	**TITLE:**
DATE:	**DATE:**

Subscriber Implementation Information	
IT Administrator Name: Jim Gardner	
IT Administrator Address: 221 N. Wisconsin, Gunnison, CO 81230	
IT Administrator Phone Number: 970-641-7921	
IT Administrator Email Address: jgardner@gunnisoncounty.org	
Location of Primary Data Center(s) 221 N. Wisconsin	
Subscriber User Locations (City, State)	Percentage of Users (%)

Name	Lexis *for* Microsoft Office Access
	☐ Lexis *for* Microsoft Office or ☒ Lexis For Microsoft Office – With Document Tools
Gretchen Shuar	☐ Lexis *for* Microsoft Office or ☒ Lexis For Microsoft Office – With Document Tools
Rachel Malonson	☐ Lexis *for* Microsoft Office or ☒ Lexis For Microsoft Office – With Document Tools
Jory Otsuka	☐ Lexis *for* Microsoft Office or ☐ Lexis For Microsoft Office – With Document Tools
	☐ Lexis *for* Microsoft Office or ☐ Lexis For Microsoft Office – With Document Tools
	☐ Lexis *for* Microsoft Office or ☐ Lexis For Microsoft Office – With Document Tools
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	☐ Lexis *for* Microsoft Office or ☐ Lexis For Microsoft Office – With Document Tools

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EXHIBIT A

LEXIS® *FOR* MICROSOFT® OFFICE END USER LICENSE AGREEMENT

1. SUBSCRIPTION LICENSE GRANT.

a. Subject to the terms and conditions of this Lexis® *for* Microsoft® Office End User License Agreement (this "EULA"), LexisNexis, a division of Reed Elsevier Inc. ("LN") grants you a personal, limited, nonexclusive, non-transferable license to access and use the Lexis® *for* Microsoft® Office software product (the "Software") set forth in the agreement between you and LN for access to the Software (the "Order"). Use of the Software is subject to the terms set forth in the Order including the number of Authorized Users and time period ("Term") set forth in the Order.

b. Restrictions and Prohibitions on Use. Except as expressly permitted by Section 1(a), or upon the express prior written consent of LN, you may not, nor permit others to: (1) copy, print, republish, display, transmit, distribute, sublicense, sell, rent, lease, loan, or otherwise make available in any form or by any means (including electronic media now existing or hereafter developed), all or any substantial portion of the Software; (2) provide anyone other than your Authorized Users access to the Software or any portions thereof;(3) use the Software to develop, or as a component of, an information storage or retrieval system, database, info-base, or similar information resource (in any media now existing or hereafter developed), including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism;(4) create compilations or derivative works of the Software;(5) make any portion of the Software available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future;(6) remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in the Software; (7) remove, disable, or defeat any functionality of the Software; or (8) upload content in the Software (through the Notes feature or otherwise) that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Software that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

c. Electronic Documents. Solely with respect to the electronic documents included with the Software (e.g., the electronic version of the user guide), you may only make as many copies as reasonably necessary for each Authorized User (either in hard copy or electronic form), provided that such copies shall be used only for your sole use and are not republished or distributed to any third party.

d. Third Party Materials. The use of some third-party materials included in the Software may be subject to other terms and conditions typically found in a separate software agreement or "Read Me" file located in or near such materials

2. COPYRIGHT. LN and its third party licensors and developers hold exclusive ownership of the Software and all intellectual property rights embodied therein, including copyrights and valuable trade secrets incorporated in the Software's design and coding methodology. The Software is protected by United States and international copyright laws and international treaty provisions. This EULA does not grant you any ownership or intellectual property rights in the Software. Upon expiration of the Term, you will not have the right to continue using the Software and will promptly remove all copies of the Software from your systems.

3. REVERSE ENGINEERING. You agree that you will not, nor will you permit others to attempt to: (i) modify or translate the Software; (ii) decompile or disassemble the Software, (iii) create derivative works based on the Software; (iv) merge the Software with or into another product not approved for use by LN (excluding Microsoft Office); or (v) copy the Software except as expressly permitted by this EULA.

4. SOFTWARE SUPPORT.

4.1 As part of your subscription to the Software, LN will provide the following support and maintenance for the Software during the Term ("Support Services"):

(a) Product Support. LN will provide telephonic product support services for the Software 24x7x365 days.

(b) Software Problem Resolution. If you report to LN that the Software does not function according to the user-level documentation for the Software ("Software Problem") and otherwise comply with Section 5 YOUR RESPONSIBILITIES, LN will investigate the Software Problem within a reasonable time after receiving proper notice from you, and sufficient information to identify the problem. LN will work to correct the Software Problem(s) that can be verified based on the information provided by you utilizing a system that meets the system requirements for the Software. If the investigation confirms the existence of a Software Problem, LN will use reasonable efforts to correct the Software Problem which may include implementing a temporary work-around. If LN, in good faith, determines that the Software Problem results from an error in the applicable user-level documentation, LN may correct the Software Problem by correcting that documentation.

(c) Software Updates and Upgrades. LN has multiple different offerings of the Lexis *for* Microsoft software product (Lexis *for* Microsoft Office, Lexis *for* Microsoft Office – with Document Tools, etc.). The license granted herein is only to the Lexis *for*

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Microsoft Software product offering you have selected in the Order (for purposes of this Section 4.1(c) "Your Subscribed Product") and to the Updates and Upgrades released by LN to Your Subscribed Product. This license does not entitle you to have access or use of any other Lexis *for* Microsoft software product. In order to ensure the proper operation of Your Subscribed Product in accordance with its written documentation, LN will provide you with patches, bug fixes, corrections and minor enhancements ("Updates") during the Term. Updates will be provided free of charge as they become commercially available from LN. Your failure to promptly install Updates may result in the voiding of LN's warranty set forth in Section 6. LN will also provide you with feature or functionality enhancements to Your Subscribed Product (an "Upgrade") free of charge as such Upgrades become commercially available from LN. LN's distribution of Upgrades and/or Updates to you does not entitle you to use more copies of Your Subscribed Product than the number of Authorized Users for which you have a valid subscription. This license, including the release of any Update or Upgrade to Your Subscriber Product, does not entitle you to have access to or use of any other Lexis *for* Microsoft software product. If you wish to subscribe to any other Lexis *for* Microsoft software product, you must execute an Order with LN which contains the appropriate terms of use and charges for the applicable Lexis *for* Microsoft software product. Your use of an Upgrade or Update is licensed in accordance with the terms and conditions of this EULA.

4.2 LN is not obligated to provide Support Services for any Software (a) that has been provided to you free of charge, (b) that has been altered other than by LN or at LN's direction, (c) that is more than two versions out of date, or (d) that integrates with or is designed for any platform that LN or Microsoft no longer supports in the normal and ordinary course of its support lifecycle and/or release cycle. For example, LN is not obligated to support software designed to work with Microsoft platforms that fall outside of the period in which complimentary support services are available as part of the Microsoft license or licensing program; or requires extended support plans that may require additional charges.

4.3 LN retains the right to change or modify the Support Services offered herein at any time and from time to time upon thirty (30) days' written notice to you. In the event any such change materially and adversely affects the Support Services, you may terminate the Order and this EULA upon 10 days' written notice to LN.

5. YOUR RESPONSIBILITIES.

5.1 The Support Services do not include, and you must provide at your expense unless otherwise expressly agreed by you and LN in writing: (a) installation, testing, and operation of the Software and all Upgrade and/or Updates; (b) isolation and documentation of Software Problems; (c) intranet resources, backup and restoration of your systems; and (d) modems and Internet access for LN's remote access and diagnosis of Software Problems, when necessary.

5.2 LN is not responsible for products provided to you by third parties, whether or not LN recommended them or assisted in their evaluation, selection, or supervision. The failure of those products or their respective suppliers to meet your requirements will not affect either party's obligations under this EULA.

6. LIMITED WARRANTY.

During the Term, LN warrants that the Software will operate substantially in accordance with the documentation provided, unless performance problems are the result of hardware failure, improper use, or modification by you or your agents or contractors or due to your failure to install all Updates. If the Software does not so operate, your exclusive remedy and LN's sole obligation under this warranty shall be, in LN's sole discretion, either to replace the Software, to provide you with a bug fix or patch, or to refund the purchase price paid for the current version of the Software. LN further warrants that Software Support will be performed in a professional manner, consistent with industry standards. EXCEPT AS SET FORTH ABOVE, LN DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LN DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE, UPGRADE OR UPDATE WILL MEET ANY PARTICULAR REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SOFTWARE, UPGRADE OR UPDATE (INCLUDING SOFTWARE WHICH LN CREATES OR MODIFIES FOR YOU) WILL OPERATE UNINTERUPTED OR ERROR-FREE, OR THAT THE SOFTWARE, UPGRADE OR UPDATE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM, SYSTEM OR APPLICATION. PORTIONS OF THE SOFTWARE HAVE BEEN DEVELOPED BY MICROSOFT CORPORATION AND SUCH PORTIONS ARE PROVIDED "AS IS." ADDITIONALLY, IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE, THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. ALL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN APPLY TO LN'S SOFTWARE DEVELOPERS, SUBCONTRACTORS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND LN ARE COLLECTIVELY RESPONSIBLE.

7. FEES AND PAYMENT FOR SUBSCRIPTION.

7.1 Applicable fees and charges for the Software and the support services are set forth in your Lexis *for* Microsoft Office Order. Unless otherwise stated, the fees for the subscription do not include any taxes, such as sales, use, or excise taxes.

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7.2 In the event LN sends you an invoice for the subscription, you shall pay LN the net amount of each invoice in United States dollars within 30 days after the date of the invoice. If you fail to pay any invoiced amount when due, LN may charge you interest on the unpaid balance from the date of the invoice until the date paid at a rate equal to 1.5% per month or the highest rate permitted by law, whichever is lower. In the event you pay the fee for the subscription by credit card, LN will send you a receipt confirming the amount paid and date of expiration of the Term.

8. TERMINATION.

Upon termination of the Order, you will promptly cease all use of the Software and will return all copies of the Software and documentation to LN or, at the option of LN, certify to LN in writing, signed by an executive officer, that all copies of the Software and documentation have been destroyed. Termination of the Order will not be an exclusive remedy and all other remedies will be available to either party whether or not the Order is terminated. LN may terminate this EULA upon 90 days' notice to you in the event LN no longer provides Support Services for the Software. In the event of termination, LN will refund any prepaid but unused fees to you on a pro-rata basis.

9. LIMITATIONS OF LIABILITY.

NOTWITHSTANDING THE TERMS CONTAINED IN THIS EULA, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL LN, ITS PARENT, AFFILIATES, OR ANY OF ITS SOFTWARE DEVELOPERS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF LN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER LOCAL LAW, CERTAIN LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE. IN NO EVENT SHALL LN'S LIABILITY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE SUBSCRIPTION PAID BY YOU FOR THE PRECEDING TERM.

10. UNITED STATES GOVERNMENT USE. The Software is Commercial Computer Software provided with RESTRICTED RIGHTS under the Federal Acquisition Regulations and agency supplements to them. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in System Data and Computer Software clause at DFAR 252.227-7013 et. seq. or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at DFAR 52.227-19, as applicable.

11. EXPORT RESTRICTIONS. You agree that you will not permit use of or export, directly or indirectly, re-export, divert or transfer the Software in violation of any applicable export control law or regulation, including without limitation, the U.S. Export Administration Regulations ("Export Controls").

12. MISCELLANEOUS.

12.1 LN (or its licensor, if applicable) retains sole title to and ownership of the Software and all components, all related information furnished to you under this EULA, and all related copyrights, trade secrets, and other intellectual property.

12.2 LN furnishes products and services to you under this EULA on a non-exclusive basis. LN may directly or indirectly furnish the same or similar products and services to other parties doing business within or outside the vertical, horizontal, or geographic markets in which you do business.

12.3 All notices required or permitted under this EULA shall be in writing and shall be delivered by any method providing sufficient proof of delivery, except that any notice other than a notice of default or notice of termination may be delivered by facsimile transmission if the original document is also promptly delivered to the recipient. Any notice shall be deemed to have been given on the date of receipt. Notices to LN shall be sent to the address listed above with a copy to LN, Attention: Customer Legal Services, 9443 Springboro Pike, Miamisburg, OH 45342. Notices to you shall be sent to the address LN has on record.

12.4 Each party shall submit requests for approvals, consents, and waivers to the other party in writing in a timely manner. No approval, consent, or waiver under this EULA shall be enforceable unless set forth in a writing signed by an authorized representative of the granting party. A waiver of a default of any term of this EULA shall not be construed as a waiver of any succeeding default of that term or as a waiver of the term itself. A party's performance after the other party's default shall not be construed as a waiver of that default. No approval, consent, or waiver shall be deemed to have been given by implication and neither party shall be liable for delays in responding to, failures to respond to, or denials of those requests.

12.5 Each term of this EULA is severable. If a court, agency, or arbitrator having jurisdiction determines that any term is unenforceable under applicable law, that determination shall not affect the enforceability of the other terms of this EULA.

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12.6 This EULA, together with the Lexis *for* Microsoft Office Order, constitutes the complete agreement between the parties concerning this subject, and supersedes all earlier oral and written communications between the parties with respect to this subject. In the event that you are required to accept any "click-through" license terms at the time of download of the Software or otherwise, the terms of such click-through shall control over any conflicting terms set forth in this EULA.

12.7 Neither party shall assign its rights or delegate its duties under this EULA without the prior written consent of the other party, except that LN may assign this EULA to an affiliate or to its successor by merger or to the transferee of substantially all of its stock or assets. Any assignee or delegatee shall be subject to the same obligations, restrictions, and limitations to which the assignor or delegator is subject, and no assignor or delegator shall be released from liability under this EULA by reason of any such assignment or delegation. This EULA shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

[End of Exhibit A]

4822-2641-7434, v. 1

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DR 0160 (02/99)
COLORADO DEPARTMENT OF REVENUE
DENVER CO 80261-0013

CERTIFICATE OF EXEMPTION FOR COLORADO STATE SALES/USE TAX ONLY

THIS LICENSE IS NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION		ISSUE DATE
98-02498-0000	40 027	N 010180	SEP 22 2000

200 E VIRGINIA AV GUNNISON CO

COUNTY OF GUNNISON
GUNNISON COUNTY
200 E VIRGINIA AV
GUNNISON CO 81230-2297

Fred Fisher
Executive Director
Department of Revenue

Rachel Magruder

From: Miller, Jacob (LNG-DAY) <jacob.miller@lexisnexis.com>
Sent: Thursday, August 06, 2015 10:28 AM
To: Rachel Magruder
Cc: Joseph Otsuka
Subject: RE: LexisNexis
Attachments: CO_Gunnison County Attorney_LA_Agreement.pdf; CO_Gunnison County Attorney_LMO_Agreement.pdf; Lexis Advance National Primary Enhanced.pdf; Lexis Advance Colorado Practice Library.pdf; 2.Lexis for Microsoft Office (LMO w LA).pdf

Hi Rachel,

Hope you're having a nice morning. You, Gretchen and Joseph should have all received your Username/Passwords for our Lexis Advance system this morning. Please let me know if someone has not received theirs. I've set the "trials" up for 2 weeks so hopefully that overlaps with us getting the agreement signed and your permanent LexisNexis account being set up.

Please NOTE about the trial, the access you are set up with for the next 2 weeks includes access to Everything in our system. Your package, when set up, will include the "National Primary Enhanced & Colorado Practice Library" like we discussed. I've attached those menus for your reference.

Also, the first two attachments are the agreements for Lexis Advance legal research system and Lexis for Microsoft Office (LMO). I've highlighted below where I've set your free time to start 8/17 of this month and the first 45 days of service will be free of charge.

We do not need everything filled out on the agreement, so I've included a few instructions below to save some time.

Please call/email with any questions.
Jake

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: FAA, Oldcastle dba United Companies, Gunnison BOCC, and KGUC

Term Begins: 8/4/2015 **Term Ends:** **Grant Contract #:**

Summary:

Consideration for approval and authorization to award Oldcastle dba United Companies of Mesa County the construction of AIP 50 Taxiway A Rehabilitation at Gunnison-Crested Butte Regional Airport

Fiscal Impact: Estmatd $1,155,154.76; Total Available Funding: $1,268,268.00

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Will be adding to 2015 budget as an amendment request. Funding in place to support project.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/14/2015

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

Comments:
ok db 8/14/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/14/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/14/2015

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

Agenda Date: 8/18/2015

Revised April 2015

U.S. Department
of Transportation
**Federal Aviation
Administration**

Denver Airports District Office
26805 E. 68th Avenue, Room 224
Denver, Colorado 80249
303-342-1255; FAX303-342-1260

August 3, 2015

Mr. Rick Lamport
Airport Manager
Gunnison-Crested Butte Regional Airport
519 Rio Grande
Gunnison, Colorado

Gunnison-Crested Butte Regional Airport
Gunnison, Colorado
AIP Project Number: 3-08-0030-050-2015
Rehabilitate Taxiways A1 thru A3
Concurrence in Award

Dear Mr. Lamport;

The bid documents have been reviewed, and we concur with your recommendation to award to Oldcastle Construction SW Group Inc., United Companies of Mesa County, the amount of $1,471,435.00 for Schedule I. Furthermore, we accept your statement that the cost is reasonable based on any price/cost analysis performed by you or your consultant. Please note that that the current project budget exceeds the anticipated federal participation and local match, and that all funding above the grant maximum obligation would be the responsibility of the County of Gunnison. The proposed cost reduction identified in your letter of recommendation is acceptable. Please maintain a copy of your price/cost analysis for future audit purposes.

You are reminded that your Disadvantage Business Enterprise (DBE) Accomplishments reports are due annually on December 1 for the previous Fiscal Year. Accomplishments can be submitted either through the Office of Civil Rights DOORS system at: http://osdbu.dot.gov/DOORS/Application/logon.aspx, or by completing the Uniform Report of DBE Awards/Commitments and Payments form and submitting via email. If you need a DOORS user account, please contact your local Civil Rights contact.

Please provide me with the following documents:

1. One copy of the executed construction contract.
2. Copies of the payment and performance bonds and the Power of Attorney for the person signatory to the bonds. This information will not be required if you certify that these documents meet the contract requirements of state and local law.
3. A copy of the Notice to Proceed so we will be aware of the beginning construction date. This should be provided only after the sponsor determines that all

necessary contracts, bonds, certificates of insurance, etc., are satisfactory, so that a Notice to Proceed may be issued to the contractor.

Federal participation is contingent upon construction conforming to the approved plans and specifications. To accomplish this, your resident engineer and inspectors must be familiar with the specification requirements and perform testing as required.

Copies of all test results should be available, during construction, at the job site for our review. In addition, Construction Progress and Inspection Reports, using FAA Form 5370-1 must be submitted on a weekly basis during construction.

Changes to the plans and specifications should be made by change order or supplemental agreement. Approval by the FAA should be obtained prior to performing the work to be eligible for participation.

If you have any questions regarding your responsibilities during construction, please call me at: (303) 342-1255.

Sincerely,

Ronald F. Niehoff
Program Manager DEN-627

cc: Colorado Division of Aeronautics
Jviation, Inc.

U.S. Department
of Transportation
Federal Aviation Administration

Northwest Mountain Region
Colorado, Idaho, Montana, Oregon,
Utah, Washington, Wyoming

Denver Airports District Office
26805 East 68th Avenue, Suite 224
Denver, Colorado 80249

Phone: (303) 342-1254
Fax: (303) 342-1260

August 4, 2015

Ms. Paula Swenson, Chairperson
Board of County Commissioners
200 E. Virgina Avenue
Gunnison, Colorado 81230

Dear Ms. Swenson:

We are enclosing 2 copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0030-050-2015 at the Gunnison-Crested Butte Regional Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must pass a resolution and execute the grant, along with your attorney's certification, by August 21, 2015, in order for the grant to be valid.
- No change may be made by you or your representative to the Grant Offer.
- The Sponsor's attorney must sign and date the grant agreement *after* the Sponsor.
- We ask that you return one executed copy of the Grant Offer. Please keep the other copy of the grant for your records.

Subject to the requirements in 49 CFR § 18.21, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Quarterly Performance Reports is due within 30 days from the end of every quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

A copy of a "**Single Audit Certification Form**" is enclosed. Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

Mr. Ronald Niehoff is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Ron Niehoff at 303-342-1255.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Christopher J. Schaffer
Acting Manager, Denver Airports District Office

Enclosures

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	August 4, 2015
Airport/Planning Area	Gunnison-Crested Butte Regional Airport
AIP Grant Number	3-08-0030-050-2015 (Contract No. DOT-FA15NM-1038)
DUNS Number	13-311-5220

TO: County of Gunnison, Colorado
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 2, 2015, for a grant of Federal funds for a project at or associated with the Gunnison-Crested Butte Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Gunnison-Crested Butte Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway (from A2 to A3)

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014 and revised on April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $ 1,040,000. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
   $ 0.00 for planning
   $ 1,040,000 for airport development or noise program implementation
   $ 0.00 for land acquisition.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 21, 2015, or such subsequent date as may be prescribed in writing by the FAA.

7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **System for Award Management (SAM) Registration And Universal Identifier.**
   A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term.

Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–492–0280) or the Internet (currently at http://fedgov.dnb.com/webform).

10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.
By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

A. may not be increased for a planning project;
B. may be increased by not more than 15 percent for development projects;
C. may be increased by not more than 15 percent for land project.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor,

person, or entity.

18. Ban on Texting When Driving.

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
   1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
   2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts

19. Trafficking in Persons.

A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
   1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
   2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
   3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
   1. Is determined to have violated the Prohibitions; or
   2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
      a. Associated with performance under this agreement; or
      b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. Exhibit A Incorporated by Reference. The Exhibit "A" updated May 2006 is incorporated herein by reference.

21. Pavement Maintenance Management Program: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will

1. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
   a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

1) location of all runways, taxiways, and aprons;
2) dimensions;
3) type of pavement, and;
4) year of construction or most recent major rehabilitation.

b. Inspection Schedule.
1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
a. inspection date;
b. location;
c. distress types; and
d. maintenance scheduled or performed.

5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

22. **Projects Which Contain Paving Work in Excess of $500,000:** The Sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
4) Qualifications of engineering supervision and construction inspection personnel.
5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.

c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

23. **Maintenance Project Life:** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

24. **Consultant Contract and Cost Analysis:** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

25. **Final Project Documentation:** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.

26. **AGIS Requirements:** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

Christopher J. Schaffer
(Typed Name)

Acting Manager, Denver Airports District Office
(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this _____ day of _____, _____.

COUNTY OF GUNNISON, COLORADO
(Name of Sponsor)

_____
(Signature of Sponsor's Designated Official Representative)

By: _____
(Printed Name of Sponsor's Designated Official Representative)

Title: _____
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, _____.

By _____
(Signature of Sponsor's Attorney)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

JVIATION®

July 28, 2015

Rick Lamport
Airport Manager
Gunnison-Crested Butte Regional Airport
519 Rio Grande Ave.
Gunnison, CO 81230

Re: Recommendation of Award - Revised
AIP No. 3-08-0030-50 TW A Rehabilitation

Dear Mr. Lamport,

Bid proposals for the AIP 50 TW A Rehabilitation project were received and opened on June 17, 2015, at the Gunnison-Crested Butte Regional Airport in Gunnison, CO. Oldcastle SW Group, Inc., dba United Companies of Mesa County (United), and William Construction Contractors submitted formal bids as Prime Contractors. The bids were tabulated for mathematical correctness and are summarized in the attached table.

The project was advertised locally in the Gunnison Country Times, regionally in the Daily Journal, and on the Jviation Bid Website. While only two bid proposals were provided we believe this project was provided adequate public notice and the limited participation in bidding resulted from the later date of the relatively small project.

Based upon the attached bid tabulation United is the lowest bidder for all schedules. Their bid for all schedules is $1,498,710 or approximately 25% percent above the Engineer's estimate. Review of United's proposal identified the unit costs for mobilization, bituminous paving course and aggregates were substantially higher than estimated, resulting in higher overall bids. The bids were all higher and the pricing was comparable between contractors, but it is our belief that regional pricing for FAA work has seen increased project costs by 10 to 20 percent above estimates and the late bid date resulting from funding uncertainty directly impacted the pricing received. We believe the base bid proposal provided was fair and reasonable considering these factors.

Post bid review with bidders further revealed higher prices resulting from limited project scope and late bidding directly impacted pricing. To facilitate the award of work under the current available funding an evaluation of the bid was performed with the Airport, United, Williams, and Jviation. Additionally this review of the bid proposals identified several value engineering alternatives to reduce project costs further.

- United Reduced Mobilization - United match reduced scope to duration of Phase 1 only
- United Reduced Asphalt Pavement Removal Partial Unit Price ($3 to $2 per SY) – United to keep milling materials

From this evaluation it was further determined United is also the lowest bidder for the work included in Schedule 1 with a change order 1 to decrease the scope to fit funding. Additionally, Williams was unable

Main 303.524.3030
Fax 303.524.3031
900 S. Broadway | Suite 350 | Denver, CO | 80209
JVIATION.COM
ENGINEERING & PLANNING

to provide lower pricing or reduced costs with the decreased scope. The recommended award is for Schedule I only and Change Order 1 would reduce the scope to $932,045.

A Disadvantaged Business Utilization project goal was set at 2.01% based upon the current program goal. The participation established by United is 2.01% and United's provided a commitment to meet the project goal.

Our office has reviewed the bid proposal for compliance with the "Instructions to Bidders." United submitted all of the required forms, including the Contract Proposal, Bid Bond, Contractor Information, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-segregated Facilities, Equal Employment Opportunity Report Statement, Notice to Bidders – Buy American, Buy America Certificate, and Certification Statement Regarding Illegal Aliens. We have reviewed the contractor's qualifications and consider this firm capable of completing the proposed work.

Please contact me at (720)413-6095 if you have any questions.

Sincerely,

Jviation, Inc.

Jeremy K. Lee, P.E.
Project Manager

Attachments

cc: Ron Niehoff – FAA Denver ADO
Jim Fluhr – Jviation
File

Main 303.524.3030
Fax 303.524.3031

900 S. Broadway | Suite 350 | Denver, CO | 80209

JVIATION.COM

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
GUNNISON, CO
AIP-50

JVIATION

BID OPENING
DATE: JUNE 17, 2015
TIME: 2:00 P.M. (LOCAL TIME)

Bid Summary Item	Engineer's Estimate	Williams	Oldcastle
Contract Proposal		√	√
Bid Bond		√	√
Contractor Information		√	√
Subcontractor/Material Supplier List		√	√
Disadvantaged Business Utilization Commitment	2.01%	2.01%	2.01%
DBE Participation Form		√	√
Certification of Nonsegregated Facilities		√	√
Equal Employment Opportunity Report Statement		√	√
Buy America Certification		√	√
Buy America Waiver Request		√	√
Buy America Conformance Listing		√	√
Certification Regarding Illegal Aliens		√	√
Bid Proposal Summary and all Schedule Cost Summaries		√	√
Received Addendum 1		√	√
Schedule I - Rehabilitation of Taxiway A from A1 to A3	$ 1,168,124.00	$ 1,869,848.91	$ 1,471,435.00
Schedule II - Grade a Portion of Runway 6 Extended Saftey Area	$ 32,337.50	$48,657.25	$27,275.00
TOTAL CONSTRUCTION COSTS	$ 1,200,461.50	$ 1,918,506.16	$ 1,498,710.00

Gunnison-Crested Butte Regional Airport
AIP - 50
TW A Rehabilitation
Bid Tabulation

ITEM	ITEM DESCRIPTION	UNIT	QNTY	Engineer's Estimate		Williams		United	
				Unit $	Item $	Unit $	Item $	Unit $	Item $
				Schedule I					
GP-105	Mobilization								
GP-105	Mobilization	LS	1	$152,364.00	$152,364.00	$139,652.00	$139,652.00	$316,000.00	$316,000.00
P-140	Pavement Removal								
P-140a	Asphalt Pavement Removal Partial	SY	25,535	$4.00	$102,140.00	$1.71	$43,664.85	$3.00	$76,605.00
P-140b	Reinforced Concrete Removal - 11 inch	SY	720	$30.00	$21,600.00	$30.30	$21,816.00	$40.00	$28,800.00
P-140c	Base Repair	SY	720	$100.00	$72,000.00	$25.00	$18,000.00	$13.00	$9,360.00
P-156	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control								
P-156a	Culvert/Inlet Protection	EA	7	$500.00	$3,500.00	$908.28	$6,357.96	$150.00	$1,050.00
P-401	Hot Mix Asphalt (HMA) Pavments								
P-401a	Bituminous Paving Course	TON	4,720	$85.00	$401,200.00	$212.54	$1,003,188.80	$135.00	$637,200.00
P-401b	Modified Bituminous Material	TON	310	$1,000.00	$310,000.00	$1,246.65	$386,461.50	$775.00	$240,250.00
P-601	Crack Repair								
P-601a	Minor Crack Repair	LF	1,500	$5.00	$7,500.00	$60.75	$91,125.00	$7.50	$11,250.00
P-601b	Major Crack Repair	LF	500	$40.00	$20,000.00	$89.10	$44,550.00	$87.00	$43,500.00
P-603	Bituminous Tack Coat								
P-603a	Bituminous Tack Coat	GAL	4,240	$3.00	$12,720.00	$9.45	$40,068.00	$5.50	$23,320.00
P-620	Runway And Taxiway Painting								
P-620a	Paint Obliteration	SF	1,500	$5.00	$7,500.00	$9.90	$14,850.00	$7.00	$10,500.00
P-620b	Surface Painted Hold Sign Obliteration	EA	4	$250.00	$1,000.00	$1,013.00	$4,052.00	$1,250.00	$5,000.00
P-620c	Temporary Pavement Marking	SF	9,200	$2.00	$18,400.00	$1.80	$16,560.00	$1.75	$16,100.00
P-620d	Permanent Pavement Marking	SF	9,200	$2.00	$18,400.00	$1.41	$12,972.00	$1.75	$16,100.00
P-620e	Surface Painted Hold Sign	EA	4	$1,000.00	$4,000.00	$877.50	$3,510.00	$1,875.00	$7,500.00
T-901	Seeding								
T-901a	Seeding with Hydromulch	AC	1	$5,000.00	$5,000.00	$6,750.00	$6,750.00	$4,100.00	$4,100.00
T-905	Topisoil								
T-905a	Topsoil Import	CY	110	$40.00	$4,400.00	$111.08	$12,218.80	$120.00	$13,200.00
L-125	Adjustment Of Airport Lighting System								
L-125a	Adjust Taxiway Edge Light	EA	4	$1,600.00	$6,400.00	$1,013.00	$4,052.00	$2,900.00	$11,600.00
				Schedule I Total	$1,168,124.00	Schedule I Total	$1,869,848.91	Schedule I Total	$1,471,435.00

Gunnison-Crested Butte Regional Airport
AIP - 50
TW A Rehabilitation
Bid Tabulation

ITEM	ITEM DESCRIPTION	UNIT	QNTY	Engineer's Estimate		Williams		United	
				Unit $	Item $	Unit $	Item $	Unit $	Item $
				Schedule II					
GP-105	Mobilization								
GP-105	Mobilization	LS	1	$152,364.00	$152,364.00	$9,585.00	$9,585.00	$6,600.00	$6,600.00
P-152	Excavation and Embankment								
P-152a	Unclassified Excavation	CY	225	$25.00	$5,625.00	$46.66	$10,498.50	$50.00	$11,250.00
P-152b	Borrow Excavation	CY	175	$30.00	$5,250.00	$46.66	$8,165.50	$10.00	$1,750.00
P-156	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control								
P-156b	Sediment Control Log	LF	100	$5.00	$500.00	$8.10	$810.00	$7.00	$700.00
T-901	Seeding								
T-901a	Seeding with Hydromulch	AC	1	$5,000.00	$3,750.00	$8,100.00	$6,075.00	$4,100.00	$3,075.00
T-905	Topsoil								
T-905b	Topsoil Stripping	CY	325	$30.00	$9,750.00	$41.61	$13,523.25	$12.00	$3,900.00
				Schedule II Total	$177,239.00	Schedule II Total	$48,657.25	Schedule II Total	$27,275.00
	Total Construction Costs All Schedules				$1,345,363.00		$1,918,506.16		$1,498,710.00

Gunnison-Crested Butte Regional Airport
TW A Rehabilitation - Phase 1 Breakdown

Estimated Project Costs					
ITEM	ITEM DESCRIPTION	UNIT	QNTY	United	
				Unit $	Item $
Schedule I Phase 1 Only					
GP-105	Mobilization	LS	1.00	$ 274,000.00	$ 274,000.00
	Reduced Unit Price for Mobilization based upon only award of Phase 1 of Schedule I				
P-140a	Asphalt Pavement Removal Partial	SY	15,994.00	$ 2.00	$ 31,988.00
	Reduced Unit Price $3.00 to $2.00 per SY - United to take milling materials removed				
P-140b	Reinforced Concrete Removal - 11 inch	SY	720.00	$ 40.00	$ 28,800.00
P-140c	Base Repair	SY	720.00	$ 13.00	$ 9,360.00
P-156a	Culvert/Inlet Protection	EA	4.00	$ 150.00	$ 600.00
P-401a	Bituminous Paving Course	TON	2,639.00	$ 135.00	$ 356,265.00
P-401b	Modified Bituminous Material	TON	173.00	$ 775.00	$ 134,075.00
P-601a	Minor Crack Repair	LF	940.00	$ 7.50	$ 7,050.00
P-601b	Major Crack Repair	LF	313.00	$ 87.00	$ 27,231.00
P-603a	Bituminous Tack Coat	GAL	2,404.00	$ 5.50	$ 13,222.00
P-620a	Paint Obliteration	SF	940.00	$ 7.00	$ 6,580.00
P-620b	Surface Painted Hold Sign Obliteration	EA	2.00	$ 1,250.00	$ 2,500.00
P-620c	Temporary Pavement Marking	SF	4,000.00	$ 1.75	$ 7,000.00
P-620d	Permanent Pavement Marking	SF	4,000.00	$ 1.75	$ 7,000.00
P-620e	Surface Painted Hold Sign	EA	2.00	$ 1,875.00	$ 3,750.00
T-901a	Seeding with Hydromulch	AC	0.64	$ 4,100.00	$ 2,624.00
T-905a	Topsoil Import	CY	70.00	$ 120.00	$ 8,400.00
L-125a	Adjust Taxiway Edge Light	EA	4.00	$ 2,900.00	$ 11,600.00
Estimate of Total Construction Costs					$ 932,045.00
General Administration					$ 5,000.00
Design, Construction Management, Quality Assurance and Acceptance Survey					$ 218,109.76
Estimate of Total Project Costs					**$ 1,155,154.76**

Available Funding	
FAA AIP 50 Grant	$ 1,141,441.00
CDAG 2015 Grant	$ 63,413.00
Local Funding	$ 63,414.00
Total Available Funding	**$ 1,268,268.00**
Net Additional Funds Available	$ 113,113.24

NOTICE OF AWARD

TO: **Oldcastle SW Group, Inc., dba**
United Companies
2273 River Road
Grand Junction

DATE: _____

Gunnison County, having considered the Contract Proposals submitted for improvements to the Gunnison-Crested Butte Regional Airport, AIP Project No. 3-08-0030-50, and it appearing that your Contract Proposal of **One-Million-Four-Hundred-Ninety-Eight-Thousand-Seven-Hundred-and-Ten Dollars ($1,498,710.00)** for Schedule I - Rehabilitate Asphalt Taxiway A is fair, equitable and in the best interest of the Gunnison County and having authorized the work to be performed, the said Contract Proposal is hereby accepted at the bid prices contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance Bond and Payment Bond to Gunnison County within 30 consecutive calendar days from and including the date of this notice. If not provided, Gunnison County may withhold and keep.

The Bid Bond submitted with your Contract Proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance Bond and Payment Bond. In the event that you should fail to execute the Contract Agreement and furnish the Performance Bond and Payment Bond, within the time specified, the Bid Bond will be forfeited to the Owner Airport Board.

This Award is subject to the concurrence of the Federal Aviation Administration.

Gunnison County
Gunnison, Colorado

By: _____
Contract Authorized Representative

_____
Name and Title

_____
Date

CONTRACT AGREEMENT

Gunnison-Crested Butte Regional Airport
Gunnison, Colorado
AIP PROJECT NO. 3-08-0030-50
CDOT PROJECT NO. 15-GUC-01

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between **Gunnison County**, Party of the First Part, hereinafter referred to as the "Owner", and **Oldcastle SW Group, Inc., dba United Companies**, Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvement including **Schedule I, Rehabilitate Taxiway A** at the Gunnison-Crested Butte Regional Airport.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-13, Section 10 of the General Provisions and consisting of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment bonds, Notice to Proceed, Notice of Contractor's Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and all documents incorporated by reference. Said "Contract Documents" are made a part of the Contract as if set out at length herein. Said Contract Agreement is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."

ARTICLE 5. The Contractor agrees to perform all the work describe in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

ARTICLE 6. The Contractor agrees to commence work within ten (10) calendar days after the receipt of a notice to proceed and the Contractor further agrees to complete said work within 20 calendar day(s). Extensions of the Contract time may only be permitted execution of a formal modification to Contract Agreement as approved by the Owner. Liquidated damages in the amount of $1500/calendar day(s) shall be paid to the Airport for that time which exceeds the number of Calendar days allowed in this paragraph. In addition, up to $1730/calendar day(s) for the construction manager plus up to $1390/calendar day(s) for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of Calendar days allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

The total estimated cost for AIP project #3-08-0030-50 thereof to be One-Million-Four-Hundred-Ninety-Eight-Thousand-Seven-Hundred-and-Ten Dollars ($1,498,710.00).

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written in five (5) copies, all of which to all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part
Oldcastle SW Group, Inc., dba United Companies

By: _____

_____
(Office or Position of Signer)

(SEAL)

ATTEST: _____

_____
(Office or Position of Signer)

OWNER, Party of the First Part

_____

By: _____

_____
(Office or Position of Signer)

(SEAL)

ATTEST: _____

_____
(Office or Position of Signer)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ _____, as Principal, hereinafter called Contractor, and _____ as Surety, licensed to do business as such in the State of Colorado, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto Gunnison County, Gunnison, Colorado, as Obligee, and hereinafter called Owner, in the penal sum of **One-Million-Four-Hundred-Ninety-Eight-Thousand-Seven-Hundred-and-Ten Dollars ($1,498,710.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with Gunnison County for Rehabilitate Asphalt Taxiway A, A2 to A3, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers of equipment employed on the job, and other claimants, for all labor performed in such work whether done for the prime contractor, a subcontractor, the Surety, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Colorado, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used ore reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against the Contractor, against the Surety or its completion contractor, through a subcontractor or otherwise, and, further, if the Contractor shall defend, indemnify and hold Gunnison County harmless from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise it shall remain in full force and effect.

Any conditions legally required to be included in a payment bond on this contract, including but not limited to those set out in the applicable Colorado state section of the Owner Charter, are included herein by reference.

The Surety agrees that, in the event that the Contractor fails to make payment of the obligations covered by this bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim here under stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to the Owner, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed and (b) will pay any amounts that are undisputed. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith here under.

While this bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of the Owner, to the use of such party. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Gunnison, Colorado, or in the United States District Court for the District of Colorado.

WAIVER. The said Surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the _____ day of _____, 2015.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture _____
(Signature of sole proprietor or general partner)

B. Corporation _____
Name of Corporate Principal

Attest: _____ By _____
Secretary (affix seal)

SIGNATURE OF SURETY

Name and address of Corporate Surety

_____

_____

By _____ (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That _____ _____ as Principal, hereinafter called Contractor, and _____ as Surety, licensed to do business as such in the State of Colorado, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto Gunnison County, Gunnison, Colorado, as Obligee, hereinafter called Owner, in the penal sum of **One-Million-Four-Hundred-Ninety-Eight-Thousand-Seven-Hundred-and-Ten Dollars ($1,498,710.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with Gunnison County for Rehabilitate Asphalt Taxiway A, A2 to A3, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the contract, and, further, shall defend, indemnify and hold the Owner harmless from all damages, loss and expense occasioned by any failure whatsoever of said Contractor and Surety to fully comply with and carry out each and every requirement of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that Contractor shall be and is declared by the Owner to be in default under the Contract, the Owner having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Owner , and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by the Owner to the Contractor. If the completion contract provides for more rapid payment than the Contract, then Surety shall advance such sums as are needed to make payment as provided in the completion contract and shall recover it from the Owner when payment from the Owner is due.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Gunnison, Colorado, or in the United States District Court for the District of Colorado.

WAIVER. The said surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the _____ day of _____, 2015.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture _____
(Signature of sole proprietor or general partner)

B. Corporation _____
Name of Corporate Principal

Attest: _____ By _____
Secretary (affix seal)

SIGNATURE OF SURETY

Name and address of Corporate Surety

_____

_____

By _____ (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM

CONTRACT CHANGE ORDER NO. One (1) **or** **SUPPLEMENTAL AGREEMENT NO.** N/A

AIRPORT Gunnison-Crested Butte Regional Airport **DATE** July 31, 2015

LOCATION Gunnison, Colorado **AIP PROJECT NO.** 3-08-0030-050

CONTRACTOR Oldcastle SW Group, Inc., dba United Companies

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Item No.	Description	Unit	Unit Price	Quantity	Amount
GP-105	Mobilization	LS	$316,000.00	(1)	($316,000.00)
GP-105	Mobilization	LS	$274,000.00	1	$274,000.00
P-140a	Asphalt Pavement Removal Partial	SY	$3.00	(25,535)	($76,605.00)
P-140a	Asphalt Pavement Removal Partial	SY	$2.00	15,994	$31,988.00
P-156a	Culvert/Inlet Protection	EA	$150.00	(3)	($450.00)
P-401a	Bituminous Paving Course	TON	$135.00	(2,081)	($280,935.00)
P-401b	Modified Bituminous Material	TON	$775.00	(137)	($106,175.00)
P-601a	Minor Crack Repair	LF	$7.50	(560)	($4,200.00)
P-601b	Major Crack Repair	LF	$87.00	(187)	($16,269.00)
P-603a	Bituminous Tack Coat	GAL	$5.50	(1,836)	($10,098.00)
P-620a	Paint Obliteration	SF	$7.00	(560)	($3,920.00)
P-620b	Surface Painted Hold Sign Obliteration	EA	$1,250.00	(2)	($2,500.00)
P-620c	Temporary Pavement Markings	SF	$1.75	(5,200)	($9,100.00)
P-620d	Permanent Pavement Markings	SF	$1.75	(5,200)	($9,100.00)
P-620e	Surface Painted Hold Sign	EA	$1,875.00	(2)	($3,750.00)
T-901a	Seeding with Hydromulch	AC	$4,100.00	(0.36)	($1,476.00)
T-905a	Topsoil Import	CY	$120.00	(40)	($4,800.00)
This Change Order Total					**($539,390.00)**
Previous Change Order(s) Total					**$0.00**
Original Contract Amount					**$1,471,435.00**
Revised Contract Total					**$932,045.00**

The time provided for completion in the contract is decreased by Ten (10) working days. This document shall become an amendment to the contract and all provisions of the contract will apply. Changes are shown on Drawing(s) No. G001, G002, G005, G006, G010, G011, C100, C101, C200, C201, C300, C301, C303, C400, C401, C500, C600, C601, C700, C701 dated July 31, 2015.

AIP PROJECT NO. **3-08-0030-050** **CHANGE ORDER NO.** **One (1)**

AIRPORT **Gunnison-Crested Butte Airport** **LOCATION** **Gunnision, Colorado**

Recommended by:

Engineer **Date**

Approved by:

Owner **Date**

Accepted by:

Contractor **Date**

Approved by:

Federal Aviation Administration **Date**

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP PROJECT NO. **3-08-0030-050** **CHANGE ORDER NO.** **One (1)**

AIRPORT **Gunnison-Crested Butte Airport** **LOCATION** **Gunnision, Colorado**

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change(s) and location(s).

   - Reduce Mobilization Price
   - Reduce Partial Depth Asphalt Removal Price
   - Remove Schedule I – Phase 2

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

   - Reduce Mobilization Price to match reduction in scope to eliminate phase 2.
   - Reduce Partial Depth Asphalt Removal Price to reflect value of millings to be disposed of off-site to reduce project pricing to fit available funding.
   - Remove Schedule I – Phase 2 adjusted work limits to remove the rehabilitation work for Taxiway A between Connectors A1 and A2 to fit funding limits.

3. Justifications for unit prices or total cost.

   - The unit prices from the bid proposal were utilized with the following exceptions:
     - GP-105 Mobilization: The unit price was reduced because Schedule I, Phase 2 is being removed from the scope of work
     - P-140a Asphalt Pavement Removal Partial: the unit price was reduced because the Contractor will dispose of millings off-site.

4. The sponsor's share of this cost is available from:

   - The funds for this change order are available from Local Funds.

5. If this is a supplemental agreement involving more than $2,000, is the cost estimate based on the latest wage rate decision: Yes ☐ No ☐ Not Applicable ☒

6. Has consent of surety been obtained? Yes ☐ Not Necessary ☒.

7. Will this change affect the insurance coverage? Yes ☐ No ☒.

8. If yes, will the policies be extended? Yes ☐ No ☐.

9. Has this Change Order been discussed with FAA officials?
Yes ☒ No ☐ When July 2015 With Whom Ron Niehoff

Comment _____

Submit 4 copies to the FAA

NOTICE TO PROCEED

TO: **Oldcastle SW Group, Inc., dba**
United Companies
2273 River Road
Grand Junction

DATE: _____

You are hereby authorized to proceed on this date, _____ with the improvements to the Gunnison-Crested Butte Regional Airport, AIP Project No. 3-08-0030-50, for Schedule I - Rehabilitate Asphalt Taxiway A, in accordance with the terms of the Contract Documents and your Contract Proposal. The work shall begin no later than ten calendar days after the date of this notice.

Gunnison County
Gunnison, Colorado

By: _____
Contract Authorized Representative

_____
Name and Title

_____
Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2015 Community Grant Cycle Grant Contract; Communi

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & Community Fo. Gunnison Valley

Term Begins: Aug 1, 2015 **Term Ends:** 4/30/2016 **Grant Contract #:**

Summary:

This is grant to support operating expenses for the Nurturing Parenting Program such as family meals (an integral part of the program) and supplies.

Fiscal Impact: $1300

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Grnat to support general operating in the NPP program.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/2/2015

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

Comments:
ok db 8/14/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/14/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 8/14/2015

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

Agenda Date: 8/18/2015

Revised April 2015

COMMUNITY FOUNDATION of the GUNNISON VALLEY | CFGV here for good

2015 Community Grant Cycle
GRANT CONTRACT

ORGANIZATION: Gunnison County Nurturing Parenting Program

AMOUNT AND DURATION: **$1300** over a **10 month** period beginning July 1, 2015.

PURPOSE: **General Operating**

1. Use of Grant Funds Grant funds may be used only for the purpose(s) referenced above. In compliance with Executive Order 13224 of the United States' Patriot Act, this grant will not be used to support named terrorist organizations or those who may be otherwise associated with terrorists. The Community Foundation of the Gunnison Valley acknowledges that "support" does not include non-violent activities intended to protect or promote constitutional rights. If monies are not expended by the Grantee in the time period named, the Foundation may ask for their return.

2. Payment of Grant Funds The grant funds will be paid by the Foundation in one installment at or following the Grant Celebration on Wednesday, July 15. The payment of funds is contingent on receipt of this executed contract.

3. Certification and Maintenance of Exempt Organization Status You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code, and "not a private foundation," within the meaning of Code Section 509(a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a "Public Charity"), or have a fiscal sponsor, such as the County of Gunnison or Gunnison Watershed School District RE1J. You will immediately inform the Foundation of any change in or challenge to your status as a Public Charity.

4. Report You will submit a full and complete report to the Foundation on the use of the grant funds, compliance with the terms of the grant, and the progress made toward achieving the goals of the grant by 5:00 p.m., April 30, 2016, using the 2015 Grant Report available online in 2016. You also agree to a) supply the Foundation with photos suitable for use in publications and on the Foundation's website and certify you have permission from any individuals in said photo to use for publication and b) insert the computer widget we supply to link from your funding recognition page to the Foundation website or create your own reciprocal link.

5. Records You will maintain your books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately in an easily-checked format.

6. Acknowledgment of Support All websites, program materials, manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge the Foundation's support as outlined in the accompanying letter.

7. Future Funding You acknowledge that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that the Foundation will have no further obligation to you in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit the Foundation from providing you an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if the Foundation in its sole discretion determines that an additional grant is appropriate. Please note that CFGV requires groups that have received funds for three consecutive years to sit out one funding year.

8. Modification This agreement and the accompanying letter set forth all terms of the grant and replace all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and of the Foundation.

9. Applicable Law This agreement will be construed in accordance with the laws of the State of Colorado.

Community Foundation of the Gunnison Valley

Pamela G. Montgomery, Executive Director

GUNNISON COUNTY NURTURING PARENTING PROGRAM

(OFFICER, DIRECTOR, OR TRUSTEE OF THE GRANTEE)

FISCAL SPONSOR, IF APPROPRIATE

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft 2016 Holiday Schedule

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Attached is the draft 2016 County holiday schedule, which proposes 11 paid holidays. During previous years, the County has averaged 11-12 paid holidays per year. After surveying employees in 2013, the BOCC decided that the County would not observe Columbus Day in 2014 and 2015 and,

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/4/2015

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5 minutes

Agenda Date: 8/18/2015

Revised April 2015

Gunnison County
COLORADO

2016 Holiday Schedule

Friday	January 1st	New Year's Day
Monday	January 18th	Martin Luther King Jr.'s Birthday
Monday	February 15th	Washington's Birthday
Monday	May 30th	Memorial Day
Monday	July 4th	Independence Day
Monday	September 5th	Labor Day
Friday	November 11th	Veterans' Day
Thursday	November 24th	Thanksgiving Day
Friday	November 25th	Day after Thanksgiving
Monday	December 26th	Day after Christmas
Tuesday	December 27th	Second Day after Christmas

Gunnison County Board of County Commissioners Calendar

Search Results from *8/14/2015* to *9/30/2015*

Board of County Commissioners

1. **BOCC Regular Meeting**
   August 18, 8:30 AM - 5:00 PM @ BOCC Boardroom
2. **Congressman Scott Tipton Visit**
   August 21, 4:30 PM - 5:30 PM @ BOCC Boardroom
3. **Site Visit; Rocky Mountain Biological Laboratory**
   August 25, 12:00 PM - 5:00 PM
4. **2016 Gunnison County Budget Kick-off Meeting**
   August 26, 3:00 PM - 4:00 PM @ BOCC Boardroom
5. **BOCC Regular Meeting**
   September 1, 8:30 AM - 5:00 PM @ BOCC Boardroom
6. **Mayors & Managers Meeting - Hosted by Library District**
   September 3, 12:00 PM - 1:30 PM @ TBD
7. **BOCC Work Session**
   September 8, 1:00 PM - 5:00 PM @ BOCC Boardroom
8. **BOCC Regular Meeting**
   September 15, 8:30 AM - 5:00 PM @ BOCC Boardroom
9. **BOCC Special Meeting & Work Session**
   September 22, 1:00 PM - 5:00 PM @ BOCC Boardroom

Gunnison Basin Sage-grouse Strategic Committee

1. **Gunnison Basin Sage-grouse Strategic Committee**
   August 19, 10:00 AM - 12:00 PM @ Planning Commission Meeting Room

Gunnison County Organization

1. **Holiday - Labor Day - Offices Closed**
   September 7, 12:01 AM

Gunnison-Hinsdale Board of Human Services

1. **Gunnison Hinsdale Board of Human Services Meeting**
   August 18, 10:30 AM - 11:30 AM @ BOCC Board Room

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approve Tap Fee Reduction; North Gunnison Sewer

Action Requested: Motion

Parties to the Agreement: Gunnison County and John L. and Donna L. Guerrieri

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

Summary:

John and Jan Guerrieri are planning to tear down a barn and replace it with a modular home on their parcel north of Gunnison. They currently have a tap to their home and one to their commercial building. It would be costly to run a new tap under the HW #135 frontage road so they will tie into the

Fiscal Impact: Tap fee of $5,500 will be paid

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Provides amount necessary for payment to City of Gunnison.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/14/2015

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/14/2015

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

Agenda Date: 8/18/2015

Revised April 2015

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grants of Perpetual Easement; North Gunnison Sewer

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County/Bill J. Barbee and Gunnison County/John L. and Donna L. Guerrieri

Term Begins: 8/18/2015 **Term Ends:** **Grant Contract #:**

Summary:

Documents are being scanned and archived for the North Gunnison Sewer Project. A number of Perpetual Easement documents were not returned by owners, we are following up and getting documents signed and recorded.

Fiscal Impact: Each easement cost the project $3,000

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Fiscal impact was in previous year.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/14/2015

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

Comments:
ok db 8/14/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/14/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/14/2015

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

Agenda Date: 8/18/2015

Revised April 2015

GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this 5th day of August, 2015, between Bill J. Barbee, address: 301 South Polk Street, Suite 450, Amarillo, Texas 79101, his/her/their successors and assigns, hereinafter "Grantor," and the Board of County Commissioners of Gunnison County, Colorado, 200 East Virginia, Gunnison, Colorado 81230, hereinafter "County", witnesses:

That the Grantor, for and in consideration of payment previously paid by Grantee to or for Grantor in the amount of Three Thousand Dollars ($3,000) which consideration is hereby acknowledged to be valuable and sufficient for this Grant of Perpetual Easement, grants a perpetual easement (hereinafter "Easement") to County, its successors and assigns, in and to the real property described in Exhibit A, a two page document attached hereto and incorporated herein for the purposes of construction, installation, use and maintenance of an underground sewer line system including sewer lines and manholes, which purposes include by are not limited to the right to ingress and egress from the Easement, across the existing driveway and at those places where the Easement is adjacent to the County road, the right to excavate, grade, condition and drain the Easement, the right to operate and maintain motor vehicles and construction vehicles on the Easement, and to remove all obstructions from the Easement which may constitute a hindrance to said construction, installation, use and maintenance.

The Grantee will restore the surface to its original contour as nearly as practicable, and will reasonably replace or rebuild any and all damage parts of all drainage or irrigation systems, shrubbery, fences, signs, and pavement; the damage to which is occasioned by the construction, installation, use and maintenance of said sewer lines under and through the said property; however, that the Grantee shall have the right to cut or clear trees and brush on said easement that might interfere with the operation of those activities. In addition, Grantee shall construct such reasonable temporary fencing as may be required should existing fencing be affected by such construction, installation, use and maintenance. Grantee shall reseed, with seed suggested by the local Natural Resources Conservation Service, initially, the area disturbed by said construction and installation; will reseed with seed suggested by the Service that disturbed area on time beyond the initial seeding in the first two years after construction or installation if the seed hasn't taken in Grantors' discretion. The Grantee does not warranty or guaranty the success of that seeding or reseeding beyond what is stated above. Grantor and Grantee acknowledge that a portion of the Easement is a sparsely vegetated slope with no grasses feasible. Grantee shall reasonably ensure that construction, installation and use do not cause substantial damage to existing stream banks and shall reasonably restore such banks as may be substantially damaged by such activity. The restoration shall be accomplished as soon as practical after completion of construction, installation, use or maintenance of the sewer lines, but in all events prior to the next runoff cycle after construction.

Reasonable efforts shall be made by Grantee to provide the Grantor with 24 hours notice, which may be oral or written, before entry upon the easement for construction or installation. Such activities may require temporary closure of Grantors driveway; in such case, reasonable efforts will be taken to ensure that such closure is as brief as possible and in not case longer than twelve hours.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their name as of the date first written.

BOARD OF COUNTY COMMISSIONERS,
GUNNISON COUNTY, COLORADO

_____
Chairman

Attest:

_____
Clerk

Bill J. Barbee
Grantor

STATE OF Texas)
)
COUNTY OF Potter)

The foregoing was signed and acknowledged before me this 5th day of August, 20 15, by Bill J. Barbee.

Witness my hand and official seal.
My commission expires: 7-13-17.

Lori Williams
Notary Public
State of Texas
Expires
07-13-17

Lori Williams
Notary Public
Address:

Barbee Sewer Line Easement

Lot 8, Gunnison River Filing No. 1 subdivision, according to the official plat thereof filed June 18, 1970, bearing Reception No. 280165:

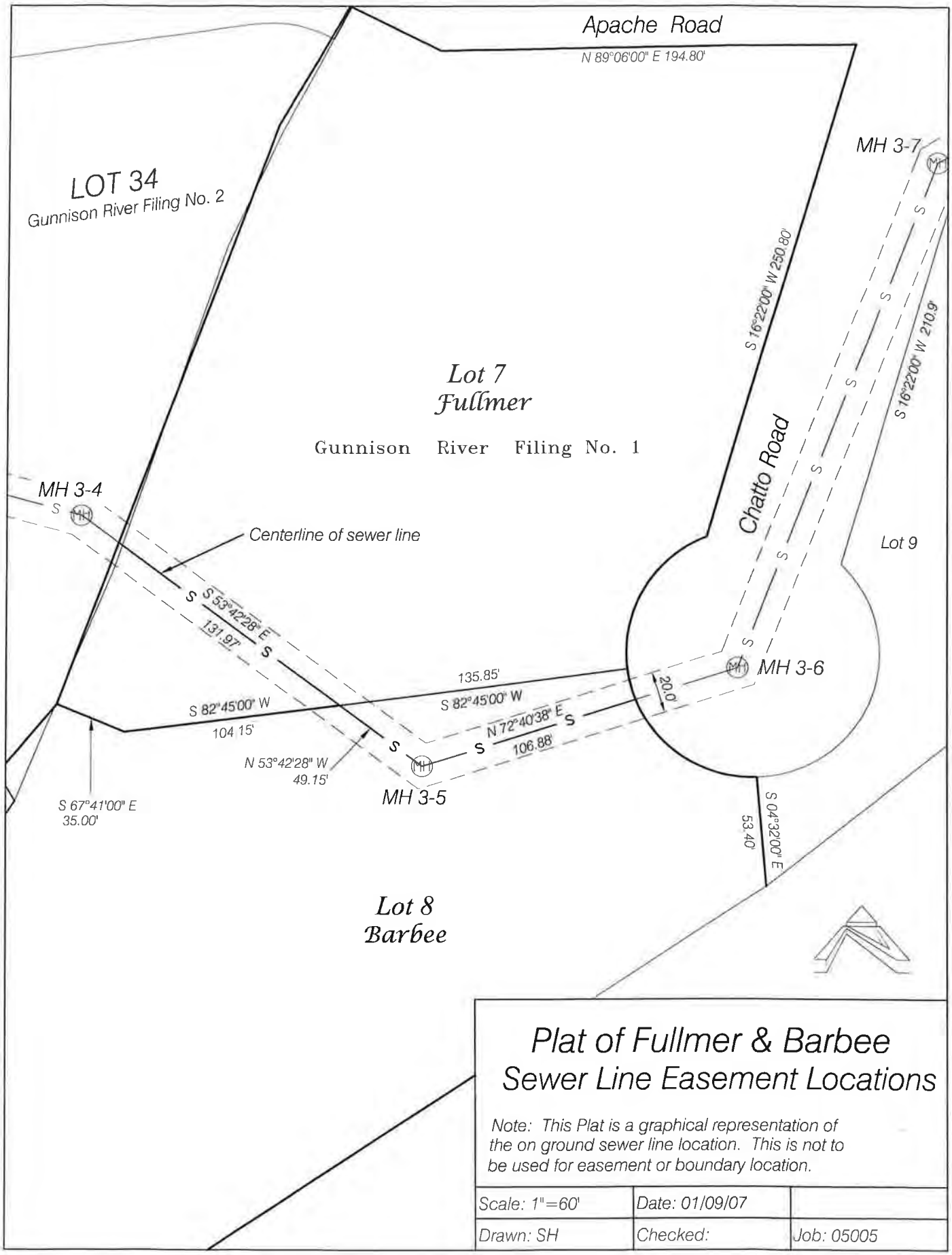
An Easement for sewer line purposes 20 feet wide lying 10 feet on each side of the following described centerline:

Beginning at a point which is the intersection of the north boundary of said Lot 8 with the centerline of an existing sewer line, said point of intersection being South 82° 45' 00" West 135.85 feet more or less from the northeast corner of said Lot 8, thence the following courses:

1. South 53° 42' 28" East 49.15 feet along said centerline to a manhole;
2. North 72° 40' 38" East 106.88 feet more or less along said centerline to the east boundary of said Lot 8, this point being the terminus of the herein described easement.

The sidelines of the herein described easement are to be shortened or lengthened so as to meet at angle points, begin on said north boundary and end on said east boundary.

County of Gunnison,
State of Colorado.



Plat of Fullmer & Barbee
Sewer Line Easement Locations

Note: This Plat is a graphical representation of the on ground sewer line location. This is not to be used for easement or boundary location.

Scale: 1"=60'	Date: 01/09/07	
Drawn: SH	Checked:	Job: 05005

GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this _____ day of _____, 2015, between John L. Guerrieri and Donna L. Guerrieri as joint tenants, address 1516 Hwy #135, Gunnison, CO 81230, his/her/their successors and assigns, hereinafter "Grantor," and the Board of County Commissioners of Gunnison County, Colorado, 200 East Virginia, Gunnison, Colorado 81230, hereinafter "County", witnesses:

That the Grantor, for and in consideration of payment previously paid by Grantee to or for Grantor in the amount of Six Thousand Dollars ($6,000) which consideration is hereby acknowledged to be valuable and sufficient for this Grant of Perpetual Easement, grants a perpetual easement (hereinafter "Easement") to County, its successors and assigns, in and to the real property described in Exhibit A, a two page document attached hereto and incorporated herein for the purposes of construction, installation, use and maintenance of an underground sewer line system including sewer lines and manholes, which purposes include by are not limited to the right to ingress and egress from the Easement, across the existing driveway and at those places where the Easement is adjacent to the County road, the right to excavate, grade, condition and drain the Easement, the right to operate and maintain motor vehicles and construction vehicles on the Easement, and to remove all obstructions from the Easement which may constitute a hindrance to said construction, installation, use and maintenance.

The Grantee will restore the surface to its original contour as nearly as practicable, and will reasonably replace or rebuild any and all damage parts of all drainage or irrigation systems, shrubbery, fences, signs, and pavement; the damage to which is occasioned by the construction, installation, use and maintenance of said sewer lines under and through the said property; however, that the Grantee shall have the right to cut or clear trees and brush on said easement that might interfere with the operation of those activities. In addition, Grantee shall construct such reasonable temporary fencing as may be required should existing fencing be affected by such construction, installation, use and maintenance. Grantee shall reseed, with seed suggested by the local Natural Resources Conservation Service, initially, the area disturbed by said construction and installation; will reseed with seed suggested by the Service that disturbed area on time beyond the initial seeding in the first two years after construction or installation if the seed hasn't taken in Grantors' discretion. The Grantee does not warranty or guaranty the success of that seeding or reseeding beyond what is stated above. Grantor and Grantee acknowledge that a portion of the Easement is a sparsely vegetated slope with no grasses feasible. Grantee shall reasonably ensure that construction, installation and use do not cause substantial damage to existing stream banks and shall reasonably restore such banks as may be substantially damaged by such activity. The restoration shall be accomplished as soon as practical after completion of construction, installation, use or maintenance of the sewer lines, but in all events prior to the next runoff cycle after construction.

Reasonable efforts shall be made by Grantee to provide the Grantor with 24 hours notice, which may be oral or written, before entry upon the easement for construction or installation. Such activities may require temporary closure of Grantors driveway; in such case, reasonable efforts will be taken to ensure that such closure is as brief as possible and in not case longer than twelve hours.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their name as of the date first written.

BOARD OF COUNTY COMMISSIONERS,
GUNNISON COUNTY, COLORADO

_____
Chairman

Attest:

_____
Clerk

John L. Guerrieri
Grantor

Donna L. Guerrieri
Grantor

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this 5th day of August, 2015, by John & Donna Guerreri

Witness my hand and official seal.
My commission expires: 6-28-16.

Deborah Ferchau
Notary Public
Address: 305 S Wisconsin
Gunnison CO 81230

NOTARY PUBLIC
DEBORAH FERCHAU
STATE OF COLORADO

Guerrieri 60.00' wide 1/2 interest Tract - Sewer Line Easement

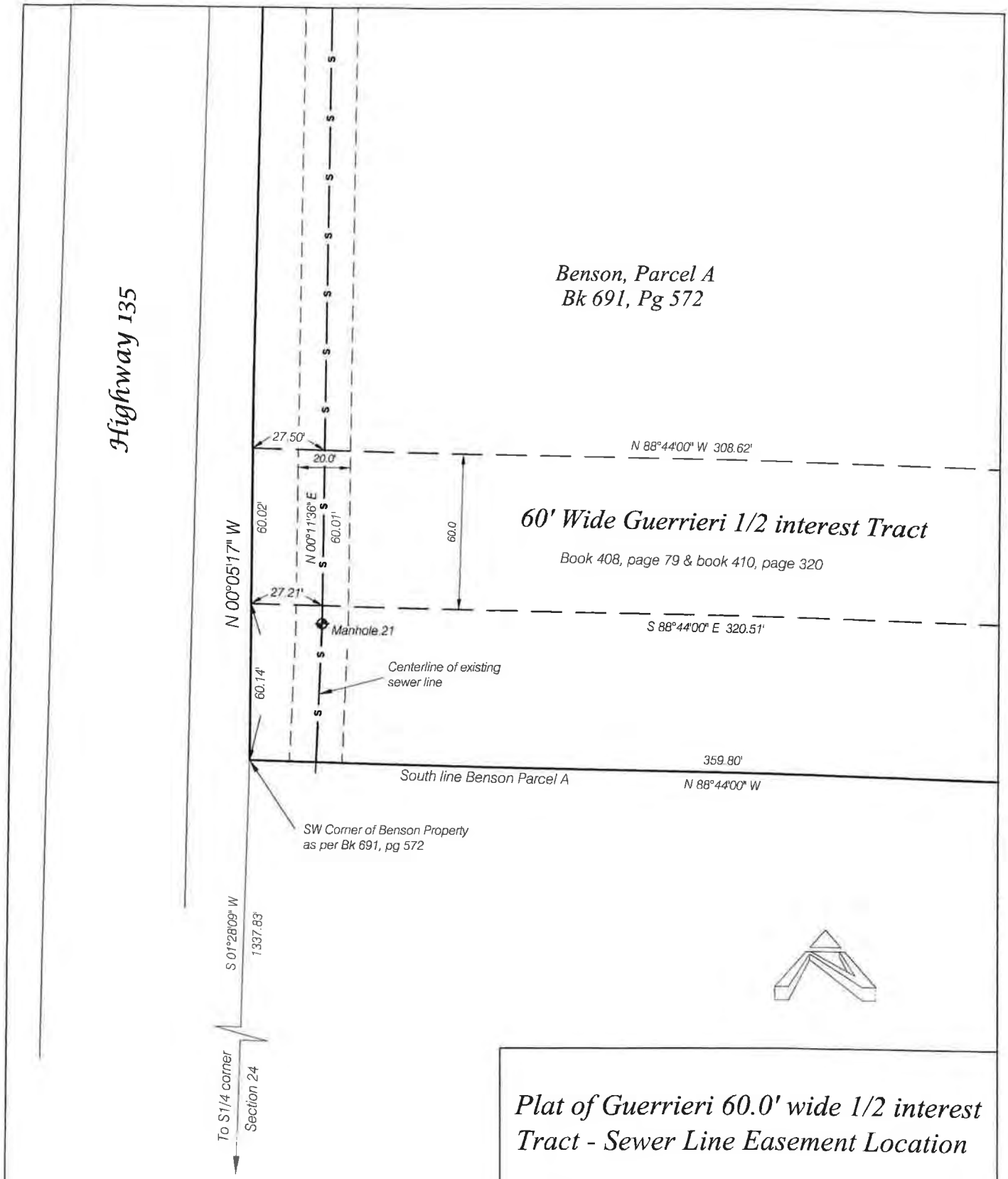
Township 50 North, Range 1 West, N.M.P.M.
Section 24: A 20.00 foot wide sewer line easement located within the NW1/4SE1/4, the centerline of said easement being more particularly described as follows:

Beginning at a point which is the southwest corner of the Benson property, Parcel A, as recorded in book 691 at page 572 in the records of Gunnison County, said corner bearing North 1° 28' 09" East 1337.83 feet from the south quarter corner of said Section 24, thence North 0° 05' 17" West 60.14 feet along the west boundary of said Parcel A to the south line of a 60.00 foot wide Tract as described in Book 410 at Page 320 in the records of Gunnison County; thence South 88° 44' 00" East 27.21 feet more or less along the south line of said Tract to an intersection with the centerline of an existing sewer line, said intersection being the POINT OF BEGINNING of the herein described easement, thence the following course:

1. North 0° 11' 36" East 60.01 feet along said centerline to the north line of said 60.00 foot wide Tract, this point being the terminus of the herein described easement.

The sidelines of the herein described easement are to be shortened or lengthened so as to, begin on the south line of said 60.00 foot wide Tract and end on the north line of said 60.00 foot wide Tract.

County of Gunnison,
State of Colorado.



Plat of Guerrieri 60.0' wide 1/2 interest Tract - Sewer Line Easement Location

Note: This Plat is a graphical representation of the on ground sewer line location. This is not to be used for easement or boundary location.

Scale: 1"=50'	Date: 05/22/06	LT:
Drawn: SH	Checked: SH	Job: 05005

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Purchasing Card Transactions - June

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

To review the detail for the June payment for purchase card transactions.

Fiscal Impact:

Submitted by: Linda Nienhueser **Submitter's Email Address:** lnienhueser@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/4/2015

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5 m

Agenda Date: 8/18/2015

Revised April 2015

Purchasing Card Report - by Employee

Supplier	Account	Amount	Merchant Category	Description	Date
Ashwood	**Kathy**				
Gl Computer Service Inc	6110 03 350-21 000-0	14.99	Electronics Sales	Admin: Office Supplies, computer cable, 5-21-15, Inv # 21673.	05/21/2015
Stamps.Com	6170 03 350-21 000-0	15.99	Business Services - Default	Admin: Postage, monthly charge, 5-28-15.	05/28/2015
		$30.98			
Athey	**Lana**				
Act*gunnisonrec	6120 01 550-00 705-0	25.00	Govt Serv - Default	Rental of pavillion	05/18/2015
City-Market #0419	7331 01 550-00 705-0	79.36	Grocery Stores/Supermarkets	NPP meeting snacks	05/21/2015
City-Market #0419	6120 01 550-00 705-0	230.00	Grocery Stores/Supermarkets	Incentives CCTF Grant	05/21/2015
City-Market #0419	7331 01 550-00 705-0	42.57	Grocery Stores/Supermarkets	NPP meeting snacks	05/07/2015
City-Market #0419	7331 01 550-00 705-0	74.74	Grocery Stores/Supermarkets	NPP meeting food	05/14/2015
Pie Zans Pizza	7331 01 550-00 705-0	67.38	Eating Places/Restaurants	NPP meeting meals	05/08/2015
Safeway Store00006171	7331 01 550-00 705-0	6.37	Grocery Stores/Supermarkets	NPP meeting snacks	05/14/2015
Safeway Store00006171	7331 01 550-00 710-0	28.19	Grocery Stores/Supermarkets	Systems Building Food Line	05/07/2015
Safeway Store00006171	7331 01 550-00 705-0	10.20	Grocery Stores/Supermarkets	NPP meeting snacks	05/21/2015
Safeway Store00006171	7331 01 550-00 710-0	43.87	Grocery Stores/Supermarkets	snacks for Wired Event CB Library	06/02/2015
Safeway Store00006171	7331 01 550-00 705-0	13.99	Grocery Stores/Supermarkets	NPP meeting meals	05/21/2015
Take Five Chair Massage	6120 01 550-00 705-0	70.00	Med/Health Services - Def	NPP incentives	05/22/2015
		$691.67			
Austin	**Joyce**				

Supplier	Account	Amount	Merchant Category	Description	Date
Chilis Black Canyon	7312 03 350-21 000-0	10.00	Eating Places/Restaurants	Admin: Trvl/meals, JA, AF trg, Montrose, 5-12 to 5-13-15, Inv # 40009.	05/13/2015
Qdoba 38	7312 03 350-21 000-0	9.70	Fast Food Restaurants	Admin: Trvl/meals, JA, AF trg, Montrose, 5-12 to 5-13-15, Inv # 1027.	05/12/2015
		$19.70			
Baker	**Elizabeth**				
Rocky Mountain Rose	6110 01 703-00 000-0	37.13	Florists	flowers for Michelles last day	05/11/2015
		$37.13			
Barker	**Jack**				
Leland Limited Inc	6120 50 369-01 000-0	64.22	Misc Specialty Retail	Supplies	05/12/2015
		$64.22			
Barnes	**Randy**				
5 Bs Bbq	7331 01 109-00 325-0	128.82	Eating Places/Restaurants	post meeting meal	05/07/2015
Palisades Restaurant	7331 01 109-00 000-0	73.52	Eating Places/Restaurants	lunch for SGT oral board crew	05/14/2015
Sporting News Grill	7312 01 109-00 000-0	11.80	Eating Places/Restaurants	training in Frisco 4-27 (tip wasn't included??)	04/28/2015
Weathertech Macneil	6120 01 109-00 000-0	237.90	Automotive Parts Stores	floor liner	05/30/2015
		$452.04			
Baumgarten	**David**				
Double Dragon	7331 01 262-00 000-0	24.85	Eating Places/Restaurants	Assume a mtg meal - SW	05/26/2015
Double Dragon	7331 01 262-00 000-0	25.05	Eating Places/Restaurants	Assume a mtg meal - SW	05/08/2015
The Bean Coffee House	7331 01 262-00 000-0	116.91	Eating Places/Restaurants	Assume a mtg meal - SW	05/27/2015

Supplier	Account	Amount	Merchant Category	Description	Date
		$166.81			
Bemis	**Kimberley**				
Csu Col Of Hlth & Hm Sc	7332 04 550-00 109-0	135.00	Colleges/Univ/Jc/Profession	CSU HHS conference registration Susan Harrison	05/19/2015
Csu Col Of Hlth & Hm Sc	7332 04 550-00 109-0	135.00	Colleges/Univ/Jc/Profession	CSU HHS - conference registration	05/19/2015
Exp Scrpts Curascript Sd	6652 01 560-00 000-0	1491.54	Drug Stores & Pharmacies	Nexplanons	05/27/2015
Exp Scrpts Curascript Sd	6652 01 560-00 711-0	1693.46	Drug Stores & Pharmacies	Nexplanons	05/27/2015
Henry Schein	6651 04 555-00 708-0	555.29	Lab/Med/Hospital Equipment	BP unit - Special Grant -WWC	05/07/2015
Henry Schein	6651 01 560-00 711-0	113.87	Lab/Med/Hospital Equipment	Family Planning WWC special grant Immunization DTap Grant	05/07/2015
Henry Schein	7329 04 555-00 708-0	317.90	Lab/Med/Hospital Equipment	Family Planning WWC special grant Immunization DTap Grant	05/07/2015
Henry Schein	6120 04 550-00 332-0	98.38	Lab/Med/Hospital Equipment	Family Planning WWC special grant Immunization DTap Grant	05/07/2015
Henry Schein	6651 01 560-00 000-0	20.00	Lab/Med/Hospital Equipment	Family Planning WWC special grant Immunization DTap Grant	05/07/2015
Phamatech	6120 01 560-00 711-0	117.21	Misc Specialty Retail	HCG tests	05/27/2015
Theracom Llc	6652 01 560-00 711-0	2465.80	Drug Stores & Pharmacies	IUDs - Skyla	05/18/2015
Wal-Mart #1550	6120 01 560-00 711-0	5.77	Discount Stores	Family Planning operating supplies	05/06/2015
		$7,149.22			
Birnie	**Matthew**				
Hampton Inns & Sts	7313 01 103-00 000-0	159.00	Hampton Inn	ACCA Strategic Planning Meeting in Golden, CO.	05/23/2015
Old Capitol Grill	7312 01 103-00 000-0	21.30	Eating Places/Restaurants	ACCA Meeting	05/21/2015
True Value Hardware	6110 01 103-00 000-0	9.20	Hardware Stores	cork mat for office plants	05/19/2015
		$189.50			

Supplier	Account	Amount	Merchant Category	Description	Date
Cadwell	**Charles**				
Jorgensons Inn And Suites	7313 10 650-00 000-0	139.82	Lodging/Hotels/Motels/Resorts	Lodging - Wrongful charge during ARFF Training School travel	05/14/2015
Jorgensons Inn And Suites	7313 10 650-00 000-0	-139.82	Lodging/Hotels/Motels/Resorts	Credit for a mischarge - ARFF Training School traveling	05/19/2015
		$0.00			
Casebolt Iii	**Edward**				
City-Market #0419	6120 01 338-00 000-0	15.56	Grocery Stores/Supermarkets	White Water Park supplies	05/11/2015
		$15.56			
Cattles	**John**				
Amazon Mktplace Pmts	8220 43 809-00 808-4	47.38	Book Stores	removable door stops	06/01/2015
Amazon Mktplace Pmts	8210 43 809-00 808-3	194.25	Book Stores	Attached door stops at Courthouse	05/27/2015
Amazon Mktplace Pmts	6120 01 386-08 000-0	47.37	Book Stores	removable door stops	06/01/2015
Amazon.Com	6520 01 386-00 000-0	360.00	Book Stores	rotary hammer	05/21/2015
Amazon.Com	6520 01 386-00 000-0	96.93	Book Stores	rotary hammer drill bit	05/18/2015
Gih*globalindustrialeq	8210 04 555-00 708-0	436.43	Industrial Supplies - Def	sink and faucet	06/03/2015
Sears	8220 43 809-00 808-4	1499.98	Department Stores	appliances for courthouse	05/07/2015
		$2,682.34			
Chamberland	**Philip**				
Club 20	7332 01 101-00 000-0	24.00	Business Services - Default	2015 Summer Meetings Club 20	06/01/2015
Gunnison Tire Co.	7310 01 101-00 000-0	62.73	Automated Fuel Dispensers	fuel for Region 10 and Club 20 meetings	06/02/2015
Ol` Miner Steakhouse	7331 01 101-00 000-0	37.63	Eating Places/Restaurants	WSCU IT Kate Robinson & Russ Forrest lunch meeting	06/01/2015

Supplier	Account	Amount	Merchant Category	Description	Date
Paradise Cafe	7331 01 101-00 000-0	19.73	Eating Places/Restaurants	meeting with John Whitney	05/29/2015
Vail Cascade Hotel And Cl	7312 01 101-00 000-0	19.72	Real Estate Agents And Manag	hotel and food for Board Meeting	05/19/2015
Vail Cascade Hotel And Cl	7313 01 101-00 000-0	267.22	Real Estate Agents And Manag	hotel and food for Board Meeting	05/19/2015
		$431.03			

Coleman **Kathleen**

Rescue Direct Inc	6610 01 120-00 000-0	144.25	Durable Goods - Default	holsters for the rescue scissors	05/20/2015
Rescue Direct Inc	6610 01 120-00 000-0	172.95	Durable Goods - Default	14 pair of scissors--rescue scissors	05/18/2015
Wal-Mart #1550	6120 01 107-00 000-0	32.90	Discount Stores	pinesol for cleaning	05/27/2015
		$350.10			

Commerford **Kari**

City-Market #0419	7331 01 152-00 124-0	70.58	Grocery Stores/Supermarkets	parent event incentives	05/11/2015
City-Market #0419	7331 01 152-00 124-0	71.14	Grocery Stores/Supermarkets	parent event incentive	05/13/2015
Marios Pizza & Pasta	7331 01 152-00 123-0	441.00	Eating Places/Restaurants	Hispanic Educational Dinner	05/08/2015
Ol` Miner Steakhouse	6120 01 152-00 123-0	55.00	Eating Places/Restaurants	education stipend for presenter - parent-youth dinners	05/29/2015
Paypal	6120 01 152-00 123-0	90.00	Civic/Social/Fraternal Assc	prevention education workshop registration for two coalition members	05/21/2015
Paypal	7332 01 152-00 103-0	50.00	Civic/Social/Fraternal Assc	prevention specialist certification registration fee	05/19/2015
Usps 0740860773030781 3	6170 01 152-00 103-0	17.95	Postage Stamps	postage grant materials	05/18/2015
Wal-Mart #1550	6120 01 152-00 103-0	46.00	Discount Stores	supplies for Spanish speaking parent-youth education	05/08/2015
		$841.67			

Crosby **Marlene**

Supplier	Account	Amount	Merchant Category	Description	Date
Slow Groovin Bbq	7331 02 335-00 000-0	39.37	Eating Places/Restaurants	Marble Marlene, Robert, Jim K	05/07/2015
Slow Groovin Bbq	7331 02 335-00 000-0	30.76	Eating Places/Restaurants	Marble Jonathan, Marlene	05/07/2015
Wal-Mart #1550	6120 01 338-00 000-0	19.66	Discount Stores	Various Supplies for different departments	05/11/2015
Wal-Mart #1550	6120 52 541-00 000-0	8.94	Discount Stores	Various Supplies for different departments	05/11/2015
Wal-Mart #1550	6110 02 335-00 000-0	4.91	Discount Stores	Various Supplies for different departments	05/11/2015
Wal-Mart #1550	6130 80 341-00 000-0	28.92	Discount Stores	Various Supplies for different departments	05/11/2015
		$132.56			

Curtis **Clayton**

A&w/ljs 8476	7312 01 120-00 000-0	8.91	Fast Food Restaurants	class in Montrose	05/25/2015
Applebees 0xb048248348	7312 01 120-00 000-0	20.22	Eating Places/Restaurants	class in Montrose	05/20/2015
Applebees 0xb048248348	7312 01 120-00 000-0	27.82	Eating Places/Restaurants	class in Montrose	05/30/2015
Applebees 0xb048248348	7312 01 120-00 000-0	15.49	Eating Places/Restaurants	class in Montrose	05/27/2015
Arbys 6389	7312 01 120-00 000-0	9.23	Fast Food Restaurants	class in Montrose	05/22/2015
Burger King #2429	7312 01 120-00 000-0	8.63	Fast Food Restaurants	class in Montrose	05/20/2015
Chilis Black Canyon	7312 01 120-00 000-0	16.55	Eating Places/Restaurants	class in Montrose	05/21/2015
Taco Johns #9974	7312 01 120-00 000-0	8.01	Fast Food Restaurants	class in Montrose	05/27/2015
Wendys 4795	7312 01 120-00 000-0	8.79	Fast Food Restaurants	class in Montrose	05/28/2015
Wendys 4795	7312 01 120-00 000-0	8.35	Fast Food Restaurants	class in Montrose	05/18/2015
		$132.00			

Dawley **Glenwyn**

Safeway Store00006171	6130 80 341-00 000-0	10.17	Grocery Stores/Supermarkets	Shop Supplies	05/07/2015
Usps 0740860773030781 3	6170 80 341-00 000-0	7.05	Postage Stamps	Postage	05/08/2015

Supplier	Account	Amount	Merchant Category	Description	Date
Usps 07408607730307813	6170 02 335-00 000-0	4.49	Postage Stamps	Postage	05/08/2015
Usps 07408607730307813	6170 80 341-00 000-0	7.05	Postage Stamps	Postage Oil samples	06/02/2015
Usps 07408607730307813	6170 02 335-00 000-0	1.20	Postage Stamps	Postage	05/20/2015
Usps 07408607730307813	6170 80 341-00 000-0	3.04	Postage Stamps	Postage Oil samples	05/07/2015
		$33.00			
Delany	**Dawn**				
Sos Registration Fee	7430 03 350-21 000-0	10.00	Govt Serv - Default	Admin: Dues, DD, Notary renewal, 6-2-15, Inv # 20154021783.	06/03/2015
		$10.00			
Dooley	**Travis**				
Days Inn & Suites	7313 01 109-00 000-0	263.96	Days Inn	hotel rooms for 109 and 110 during FTO (Sanchez, and Leon)	05/21/2015
Days Inn & Suites	7313 01 109-00 000-0	129.58	Days Inn	hotel rooms for 109/110 for FTO	06/02/2015
Days Inn & Suites	7313 01 109-00 000-0	263.96	Days Inn	hotel rooms for 109/110 FTO	05/28/2015
Days Inn & Suites	7313 01 109-00 000-0	197.97	Days Inn	Shawn Sanchez and Scott Leon's hotel room while on FTO with us.	05/14/2015
Temporary Credit	6120 01 109-00 000-0	-95.14		Credit Adjustment Temporary Credit- disputed item	05/26/2015
		$760.33			
Dougherty	**Meghan**				
Appaloosa Grill	7312 03 155-00 300-0	36.00	Eating Places/Restaurants	travel meals	05/27/2015
McDonalds F6440	7312 03 155-00 300-0	9.38	Fast Food Restaurants	Travel meals	05/29/2015
Northwest Bars, Inc.	7312 03 155-00 300-0	27.14	Eating Places/Restaurants	travel meals	05/29/2015
Soko	7312 03 155-00 300-0	36.00	Eating Places/Restaurants	travel meals	05/27/2015

Supplier	Account	Amount	Merchant Category	Description	Date
		$108.52			
Dunbar	**Debra**				
Intuit *qb Online	7363 93 116-00 000-0	429.95	Computer Software Stores	QuickBooks online	05/25/2015
		$429.95			
Egelhoff	**Darlene**				
Gurus Restaurant And Bar	7312 03 155-00 725-0	16.03	Bars/Taverns/Lounges/Discos	lunch	05/28/2015
Heidi`s Brooklyn Deli Mon	7312 03 155-00 725-0	21.51	Eating Places/Restaurants	lunch Darlene and Mary for training	05/06/2015
Heidi`s Brooklyn Deli Mon	7312 03 155-00 725-0	26.17	Eating Places/Restaurants	lunch for 2	05/27/2015
Stay Wise Inns Of Montro	7313 03 155-00 725-0	76.14	Lodging/Hotels/Motels/Resorts	hotel	05/27/2015
		$139.85			
Elias	**Michelle**				
Barnes & Noble #2854	6120 01 152-00 103-0	6.45	Book Stores	operating supplies - education material	05/27/2015
Facebook Pwnrw7std2	7410 01 152-00 000-0	1.05	Advertising Services	face book advertising/marketing	05/31/2015
Marios Pizza & Pasta	7331 01 152-00 124-0	31.25	Eating Places/Restaurants	choice pass incentives	05/20/2015
Pie Zans Pizza	7331 01 152-00 124-0	50.70	Eating Places/Restaurants	choice pass incentives	05/07/2015
		$89.45			
Faulds	**Stanley**				
Western Implement	7220 01 100-00 000-0	67.12	Equip/Furn Rent/Lease Serv	mower blades for the Kubota	05/29/2015
		$67.12			
Ferchau	**Deborah**				

Supplier	Account	Amount	Merchant Category	Description	Date
City-Market #0419	6120 02 335-00 000-0	23.96	Grocery Stores/Supermarkets	Wild Land Fire Training	05/27/2015
City-Market #0419	7331 01 338-00 000-0	10.41	Grocery Stores/Supermarkets	Food White Water Park	05/08/2015
Imba - On Line	7430 02 338-00 000-0	30.00	Charitable/Soc Service Orgs	Trails subscription	05/19/2015
Safeway Store00006171	6120 01 338-00 000-0	34.86	Grocery Stores/Supermarkets	White Water Park Supplies	05/12/2015
		$99.23			

Folowell **Diane**

City-Market #0419	7312 01 110-00 000-0	30.80	Grocery Stores/Supermarkets	Food items purchased for MFR meetings, etc.	05/12/2015
City-Market #0419	7312 01 110-00 000-0	12.67	Grocery Stores/Supermarkets	Snacks purchased for meeting attendees while participating in MFR sessions.	05/11/2015
House Of China Inc	7312 01 110-00 000-0	42.27	Eating Places/Restaurants	Lunch meal for 4 ppl participating in MFR sessions, etc.	05/22/2015
Marios Pizza & Pasta	7312 01 110-00 000-0	40.00	Eating Places/Restaurants	Lunch purchased for 4 ppl for lunch meal while participating in MFR planning, sessions, etc.	05/14/2015
Marios Pizza & Pasta	7312 01 110-00 000-0	47.04	Eating Places/Restaurants	Lunch meal (working) for participants while working on MFR sessions, etc.	05/20/2015
McGills At Crested Bu	7312 01 110-00 000-0	62.25	Eating Places/Restaurants	Lunch meals for meeting with Town of Crested Butte Clerk and Deputy Clerk regarding discussion of sales tax partnerships, etc.	05/06/2015
Palisades Restaurant	7312 01 110-00 000-0	71.09	Eating Places/Restaurants	Lunch meal purchased for 4 ppl while participating in MFR, etc.	05/15/2015
The Gunnisack	7312 01 110-00 000-0	26.81	Eating Places/Restaurants	Lunch meal purchased for Kathy Simillion and Diane Folowell while meeting with Assessor's Office regarding budget, partnerships, etc.	05/06/2015
		$332.93			

Supplier	Account	Amount	Merchant Category	Description	Date
Forrest	**Russell**				
Blackstock Bistro	7311 01 101-01 730-0	79.66	Eating Places/Restaurants	1 Valley meeting meal	05/11/2015
Blue Mesa Grill	7331 01 703-00 000-0	51.30	Eating Places/Restaurants	Staff @ Blue Mesa Grill	05/07/2015
City-Market #0419	7331 01 101-01 730-0	10.30	Grocery Stores/Supermarkets	1 Valley snacks for meeting	05/09/2015
City-Market #0419	7331 01 101-01 730-0	19.80	Grocery Stores/Supermarkets	1 Valley meeting food	05/15/2015
Double Shot Cyclery	7331 01 703-00 000-0	6.27	Bicycle Shops/Sales/Service	Assume a meeting meal - SW	05/27/2015
Gotocitrix.Com	7329 01 705-00 000-0	49.00	Continuity/Subscription Merch	GO to Meeting	05/11/2015
Icma Internet	7430 01 703-00 000-0	880.00	Mgmt/Consult/Public Rel Ser	ICMA membership	05/10/2015
Pie Zans Pizza	7331 01 101-01 730-0	84.67	Eating Places/Restaurants	1 Valley food for meeting	05/08/2015
The Bean Coffee House	7331 01 101-01 730-0	27.33	Eating Places/Restaurants	1 Valley meeting meal	05/11/2015
		$1,208.33			
Fry	**Darrell**				
7-Eleven 33035	7310 10 650-00 000-0	11.68	Automated Fuel Dispensers	Gas for the rental car - Traveling for ARFF Training School	05/21/2015
Budget Rent-A-Car	7310 10 650-00 000-0	233.09	Budget Rent-A-Car	Rental Cars - Traveling for ARFF Training School	05/21/2015
Dnc Travel -Ontari	7312 10 650-00 000-0	38.76	Fast Food Restaurants	Lunch for three(3) employees - Traveling for ARFF Training School	05/21/2015
		$283.53			
Gardner	**James**				
Cdw Government	6611 82 501-00 000-0	46.52	Catalog Merchant	Telephone and Ethernet jacks for making cables	06/01/2015
Cdw Government	6611 82 501-00 000-0	220.97	Catalog Merchant	Cables needed for courthouse project	05/11/2015
		$267.49			

Supplier	Account	Amount	Merchant Category	Description	Date
Guy	**Jeffery**				
Bureau Of Land Mgmt	6120 82 404-00 000-0	9.38	Govt Serv - Default	BLM mineral survey notes	05/14/2015
		$9.38			
Haase	**Katherine**				
Glenwood Canyon Brewing C	7312 01 103-00 000-0	33.32	Eating Places/Restaurants	Glenwood LF meeting meal	05/12/2015
Glwd Hot Springs Lodge	7313 01 103-00 000-0	129.00	Lodging/Hotels/Motels/Resorts	Glenwood - LF meeting	05/12/2015
Marios Pizza & Pasta	7331 01 101-00 000-0	386.00	Eating Places/Restaurants	Mayor's Managers Meeting - we hosted	05/07/2015
Taco Johns #9974	7312 01 103-00 000-0	3.98	Fast Food Restaurants	travel meal	05/13/2015
Wal-Mart #1550	6110 01 103-00 000-0	23.79	Discount Stores	office supplies	05/21/2015
Wal-Mart #1550	6110 01 103-00 000-0	45.41	Discount Stores	office supplies	05/26/2015
		$621.50			
Harmon	**Holly**				
Hampton Inn Lakewood	7313 01 550-00 710-0	238.00	Hampton Inn	hotel ECCLA meeting	05/23/2015
Residence Inns Cc Parking	7310 01 550-00 710-0	10.00	Residence Inn	Parking ECCLA meeting	05/22/2015
Sonic Drive In #5528	7312 01 550-00 710-0	12.92	Fast Food Restaurants	ECCLA meeting meal	05/22/2015
Starbucks #06697 Denver	7312 01 550-00 710-0	4.27	Fast Food Restaurants	ECCLA meeting meal	05/22/2015
Starbucks #11111 Lakewood	7312 01 550-00 710-0	4.11	Fast Food Restaurants	ECCLA travel meals	05/21/2015
		$269.30			
Hindes	**Sarah**				
Breckenridge Brewery	7312 01 550-00 305-0	27.00	Eating Places/Restaurants	Meal/NFP meeting	05/13/2015
Usps 0740860773030781 3	6170 01 550-00 305-0	5.85	Postage Stamps	Postage NFP	05/11/2015

Supplier	Account	Amount	Merchant Category	Description	Date
		$32.85			
Holena	**Elizabeth**				
City-Market #0419	7329 03 360-19 501-0	21.98	Grocery Stores/Supermarkets	CW: FP Donations, BH, FC kids' needs, Serrano, HH # 26-016994, 5-10-15, Inv # 10793.	05/10/2015
Northwest Bars, Inc.	7312 03 360-11 000-0	15.96	Eating Places/Restaurants	CW: Trvl/meals, BH, CW trg, Denver, 5-26 to 5-29-15, Inv # 217.	05/29/2015
Wal-Mart #1550	7329 03 360-19 501-0	12.00	Discount Stores	CW: FP Donations, BH, FC kids' needs, Serrano, HH # 26-016994, 5-7-15, Inv # 7859.	05/07/2015
		$49.94			
Houck	**Jonathan**				
Event Travel Management	7332 01 101-00 000-0	125.00	Professional Services - Def	Registration for The Outdoors Summit	06/03/2015
W Cafe	7331 01 101-00 000-0	12.77	Eating Places/Restaurants	Sage-Grouse breakfast with State/Bennett	05/12/2015
		$137.77			
Lambert	**Crystal**				
Fullmers Ace Hardware	6110 01 703-00 000-0	11.98	Hardware Stores	For Building Truck	05/22/2015
Intl Code Council Inc	7361 01 703-00 000-0	260.75	Member Organizations - Def	Building Code Books	05/21/2015
One Stop Wash Llc	6120 01 703-00 000-0	4.59	Car Washes	Washed Truck could not get receipt	05/22/2015
Paypal	7361 01 703-00 000-0	56.00	Member Organizations - Def	Maps for Building Dept	05/12/2015
Wal-Mart #1550	6110 01 703-00 000-0	2.13	Discount Stores	For Building Truck	05/22/2015
		$335.45			
Lamport	**Richard**				

Supplier	Account	Amount	Merchant Category	Description	Date
Antlers Hilton Colorado	7313 10 610-01 000-0	238.00	Hilton	Lodging CAOA Conference	05/29/2015
		$238.00			
Lee	**Leanne**				
City-Market #0419	6110 01 600-00 000-0	12.07	Grocery Stores/Supermarkets	Office supplies	05/20/2015
City-Market #0419	6110 01 601-00 000-0	20.55	Grocery Stores/Supermarkets	Office supplies	05/20/2015
Lee	**Michiel**				
Kaseya US Sales 1	1400 82 000-00 000-0	2801.16	Computers/Peripherals/Software	Split based on voucher submitted for the same purchase - SW	06/02/2015
Kaseya US Sales 1	7363 82 500-00 000-0	933.74	Computers/Peripherals/Software	Split based on voucher submitted for the same purchase - SW	06/02/2015
Vzwrlss*apocc Visb	7022 01 111-00 000-0	41.24	Phone Serv/Equip Utility	Amounts calculated on average percentage of two bills - SW	06/01/2015
Vzwrlss*apocc Visb	7022 01 703-00 000-0	21.08	Phone Serv/Equip Utility	Amounts calculated on average percentage of two bills - SW	06/01/2015
Vzwrlss*apocc Visb	7030 51 335-00 000-0	56.81	Phone Serv/Equip Utility	Amounts calculated on average percentage of two bills - SW	06/01/2015
Vzwrlss*apocc Visb	7030 10 620-00 000-0	32.07	Phone Serv/Equip Utility	Amounts calculated on average percentage of two bills - SW	06/01/2015
Vzwrlss*apocc Visb	7030 82 500-00 000-0	32.07	Phone Serv/Equip Utility	Amounts calculated on average percentage of two bills - SW	06/01/2015
		$3,950.79			
Litwin	**Emily**				
Amazon Mktplace Pmts	6120 01 152-00 330-0	40.80	Book Stores	Educational supplies	05/06/2015
Anthem Branding	7410 01 152-00 103-0	100.00	Misc Apparel/Access Shops	CB Youth Council Advertising	05/26/2015
Anthem Branding	7410 01 152-00 330-0	400.00	Misc Apparel/Access Shops	CB Youth Council Advertising	05/26/2015
Directpromotionals	1200 01 000-00 000-0	-188.30	Advertising Services	1200 01 reimbursement - accounts receivable	05/14/2015

Supplier	Account	Amount	Merchant Category	Description	Date
Fairfield Inn Colorado Sp	1200 01 000-00 000-0	-240.42	Fairfield Inn	1200 01 accounts receivable - reimbursement	05/14/2015
Fullmers Ace Hardware	6120 01 152-00 124-0	18.27	Hardware Stores	parent education event	05/11/2015
Logolenses	6120 01 152-00 000-0	277.79	Durable Goods - Default	marijuana youth messaging	05/13/2015
The Paper Clip, Llc	6120 01 152-00 103-0	48.66	Office/Photo Equipment	operating supplies	05/15/2015
The Paper Clip, Llc	6120 01 152-00 124-0	58.28	Office/Photo Equipment	parent education	05/15/2015
		$515.08			

Lucero **Bobbie**

Applebees Dura48248306	1200 01 000-00 000-0	30.58	Eating Places/Restaurants	EPR Regional Staff Meeting in Durango	05/13/2015
Dennys #7394	1200 01 000-00 000-0	32.55	Eating Places/Restaurants	EPR Regional Staff Meeting in Durango	05/13/2015
Doubletree Durango	1200 01 000-00 000-0	29.50	Doubletree Hotel	EPR Regional Staff Meeting in Durango - Scholarship from the State will reimburse for lodging and travel.	05/13/2015
Doubletree Durango	1200 01 000-00 000-0	298.00	Doubletree Hotel	EPR Regional Staff Meeting in Durango - Scholarship from the State will reimburse for lodging and travel.	05/13/2015
Kfc C183005 60330057	1200 01 000-00 000-0	36.56	Fast Food Restaurants	EPR Regional Staff Meeting in Durango	05/11/2015
		$427.19			

Magruder **Rachel**

Double Dragon	7331 01 262-00 000-0	19.50	Eating Places/Restaurants	Assume a meeting meal - SW	05/06/2015
Usps 0740860773030781 3	6170 01 262-00 000-0	16.62	Postage Stamps	Postage	05/06/2015
		$36.12			

Supplier	Account	Amount	Merchant Category	Description	Date
Martinez	**Paula**				
Cenex Gunsmoke07074420	6310 01 109-00 000-0	15.00	Automated Fuel Dispensers	Fuel	06/03/2015
Gunnison Motorsports	6120 01 109-00 000-0	120.98	Motorcycle Dealers	part for polaris	05/22/2015
		$135.98			
McFarland	**Kristy**				
The Gunnisack	7312 01 600-00 000-0	14.03	Eating Places/Restaurants	KM business lunch	05/06/2015
		$14.03			
Metroz	**Janette**				
Usps 0740860773030781 3	6170 80 341-00 000-0	7.05	Postage Stamps	Postage - Oil Samples	05/13/2015
Usps 0740860773030781 3	6170 02 335-00 000-0	0.70	Postage Stamps	Admin Postage	05/14/2015
Usps 0740860773030781 3	6170 80 341-00 000-0	3.04	Postage Stamps	Postage - Oil Samples	05/21/2015
Wal-Mart #1550	6130 80 341-00 000-0	19.88	Discount Stores	Shop Supplies	05/28/2015
		$30.67			
Moll	**Clint**				
Chilis Black Canyon	7312 03 350-21 000-0	10.00	Eating Places/Restaurants	Admin: Trvl/meals, CM, AF trg, Montrose, 5-12 to 5-13-15, Inv # 40010.	05/13/2015
Qdoba 38	7312 03 350-21 000-0	11.75	Fast Food Restaurants	Admin: Trvl/meals, CM, AF trg, Montrose, 5-12 to 5-13-15, Inv # 1026.	05/12/2015
		$21.75			
Morgan	**Randy**				
Ability Network Inc	6120 04 550-00 336-0	130.00	Computer Software Stores	Immunization billing	05/12/2015

Supplier	Account	Amount	Merchant Category	Description	Date
Cbi Online	7329 03 350-21 000-0	6.85	Govt Serv - Default	CBI background check new employee	06/02/2015
		$136.85			

Morrill **Scott**

City-Market #0419	7331 01 121-00 338-0	37.04	Grocery Stores/Supermarkets	Snacks for Search Management Class 05/07/15. 100% to Education and Support activity	05/06/2015
City-Market #0419	7331 01 121-00 338-0	12.78	Grocery Stores/Supermarkets	Snacks for Search Management Class 05/08/15. 100% to Education and Support activity.	05/08/2015
City-Market #0419	7312 01 121-00 338-0	36.26	Grocery Stores/Supermarkets	Snacks and refreshments for training: Receiving and Implementing the Incident Management Team 06/01/16. 29 participants. 100% Education and Support	06/01/2015
Slow Groovin Bbq	1200 01 000-00 000-0	8.64	Eating Places/Restaurants	Wildfire Mitigation/Preparedness meeting with Marble residents 05/13/15. 100% Education and Support. Check #9194 for $8.64 deposited 6/24/15	05/13/2015
Slow Groovin Bbq	7312 01 121-00 338-0	12.50	Eating Places/Restaurants	Wildfire Mitigation/Preparedness meeting with Marble residents 05/13/15. 100% Education and Support. Check #9194 for $8.64 deposited 6/24/15	05/13/2015
		$107.22			

Morris **James**

Applebees Gran48248249	7312 02 320-00 000-0	16.58	Eating Places/Restaurants	Travel meals	05/18/2015
Super 8 Motel	7313 02 320-00 000-0	58.39	Super 8 Motel	Travel lodging	05/18/2015

Supplier	Account	Amount	Merchant Category	Description	Date
		$74.97			
Mugglestone	**Jonathan**				
True Value Hardware	6120 01 363-00 000-0	44.98	Hardware Stores	Operating supplies	05/28/2015
True Value Hardware	6120 01 363-00 000-0	5.10	Hardware Stores	Operating Supplies	05/26/2015
Usps 07408607730307813	6170 01 363-00 000-0	111.00	Postage Stamps	Postage - 1 roll of Forever stamps.	05/12/2015
		$161.08			
Newman	**Larry**				
Amazon.Com	6611 82 501-00 000-0	266.77	Book Stores	Cisco flash drive	05/23/2015
Ppi North America	7329 82 501-00 000-0	499.00	Computer Software Stores	MS support	05/18/2015
Ppi North America	7329 82 501-00 000-0	-14.47	Computer Software Stores	MS support refund	05/29/2015
		$751.30			
Nienhueser	**Linda**				
Berfields Stage Stop	6110 01 718-00 000-0	11.90	Sporting Goods Stores	Moving boxes for return to new courthouse building	05/20/2015
Berfields Stage Stop	6110 01 718-00 000-0	34.00	Sporting Goods Stores	Moving boxes in preparation for return to new Courthouse	05/15/2015
		$45.90			
Otsuka	**Joseph**				
Sherpa Cafe	7331 01 262-00 000-0	40.09	Eating Places/Restaurants	Assume a mtg meal - SW	05/19/2015
		$40.09			
Pagano	**Catherine**				

Supplier	Account	Amount	Merchant Category	Description	Date
In *off Center Designs-Ll	7329 01 101-01 730-0	27.00	Professional Services - Def	Signage 1 Valley	05/26/2015
Marios Pizza & Pasta	7331 01 101-01 730-0	219.40	Eating Places/Restaurants	Food 1 Valley meeting	05/19/2015
		$246.40			
Partch	**Leland**				
Tractor Supply Co #1742	6510 80 341-00 000-0	4.98	Misc Auto Dealers - Default	Parts	05/07/2015
		$4.98			
Percival	**Lany**				
Toby Keiths I Love Th	7312 10 650-00 000-0	144.20	Eating Places/Restaurants	Dinner for three(3) employees - Traveling for ARFF Training School	05/20/2015
Usairways	7310 10 650-00 000-0	75.00	Us Airways	Baggage Fees - Traveling for ARFF Training School	05/19/2015
		$219.20			
Rascon	**Laura**				
Blackstock Bistro	7329 03 350-11 000-0	420.74	Eating Places/Restaurants	CW: FP Donations, FC Appreciation dinner, LR/SR, 5-15-15, Inv # 71353.	05/15/2015
Rascon	**Selenia**				
City-Market #0419	7329 03 360-19 501-0	54.95	Grocery Stores/Supermarkets	CW: FP Donations, FC Appreciation dinner, SR, 5-15-15, Inv # 15908.	05/15/2015
Main Street Bagels	7312 03 360-11 000-0	14.60	Fast Food Restaurants	CW: Trvl/meals, SR, CW interview, GJ, 6-1-15, Inv # 3922.	06/02/2015
The Bean Coffee House	7329 03 360-19 501-0	75.00	Eating Places/Restaurants	CW: FP Donations, SR, FC gifts, 5-11-15, Inv # 419902.	05/11/2015
Wal-Mart #1550	7329 03 360-19 501-0	59.53	Discount Stores	CW: FP Donations, SR, FC gifts, 5-11-15, Inv # 5112.	05/11/2015
		$624.82			

Supplier	Account	Amount	Merchant Category	Description	Date
Reinman	**Janet**				
Wal-Mart #1550	6110 01 158-00 000-0	139.73	Discount Stores	Office supplies	06/03/2015
		$139.73			
Reynolds	**Joni**				
Fiesta Jalisco Numero Uno	7312 03 350-21 000-0	26.12	Eating Places/Restaurants	Admin: Trvl/meals, JR, CCI mtg, Keystone, 6-1 to 6-3-15, Inv # 16.	06/01/2015
Public Works-Prkg Metr	7310 03 350-21 000-0	3.00	Parking Lots, Meters, Garages	Admin: Trvl/parking, JR, Meeting parking, Denver, 5-22-15.	05/22/2015
Vistapr*vistaprint.Com	7330 03 350-21 000-0	17.18	Misc Publishing & Printing	Admin: Mtgs/supplies, JR, dept mtg, 5-27-15, Inv # JX22V-C3A54-9Uo.	05/27/2015
		$46.30			
Roper	**Melody**				
Advanced Systems	7220 01 100-00 000-0	174.69	Misc Personal Serv - Def	parts for Clarke autoscrubber floor machine	05/20/2015
Fontissolut	7220 01 100-00 000-0	14.07	Misc Publishing & Printing	manual for Kubota lawn mower manual was 13.00 Melody Roper will reimburse for tax of 1.07	05/21/2015
Murdocs Ranch & Home# 7	7235 01 100-00 000-0	21.99	Misc Specialty Retail	weed spray	05/23/2015
The Home Depot #1537	7235 01 100-00 000-0	454.85	Home Supply Warehouse Stores	white paint for the rails around the track, white traffic paint for striping lines, light bulbs and roundup for spraying weeds.	05/23/2015
Wal-Mart #1550	6110 01 100-00 000-0	42.29	Discount Stores	WD 40, white board cleaner, kitchen matches, paper towels and copy paper	05/15/2015
Wal-Mart #1550	7235 01 100-00 000-0	5.40	Discount Stores	mulch for under tree by flagpole	05/15/2015
		$713.29			

Supplier	Account	Amount	Merchant Category	Description	Date
Rupp	**Brandyn**				
Shell Oil 57444225809	6310 01 107-00 000-0	57.17	Automated Fuel Dispensers	gas for transport from Denver	05/27/2015
		$57.17			
Ryan	**Brenda**				
Glaxosmithkline Pharma B	6652 04 555-00 000-0	1537.50	Drugs/Druggists Sundries	Vaccine	05/11/2015
Merck & Co Inc Order Mgm	6652 04 555-00 000-0	1118.65	Drugs/Druggists Sundries	Vaccine	06/01/2015
Merck & Co Inc Order Mgm	6652 04 555-00 000-0	1570.52	Drugs/Druggists Sundries	Vaccine	06/01/2015
Merck & Co Inc Order Mgm	6652 04 555-00 000-0	403.73	Drugs/Druggists Sundries	Vaccine	06/01/2015
Sanofi Pasteur Inc	6652 04 555-00 000-0	1310.59	Drugs/Druggists Sundries	Vaccines	05/25/2015
Sanofi Pasteur Inc	6652 04 555-00 000-0	4172.20	Drugs/Druggists Sundries	Vaccines	06/01/2015
The Paper Clip, Llc	6120 04 550-00 333-0	32.94	Office/Photo Equipment	Certificates	06/01/2015
Usps 0740860773030781 3	6120 04 550-00 332-0	4.91	Postage Stamps	DTAP grant postage	05/27/2015
		$10,151.04			
Schell	**Michael**				
Sears	7220 01 386-00 000-0	24.15	Department Stores	Replacement walk-behind lawn mower control cable	05/13/2015
		$24.15			
Schoonover	**Deborah**				
Wal-Mart #1550	6110 01 807-00 000-0	66.00	Discount Stores	External head drive for computer files	05/28/2015
		$66.00			
Schultz	**Olivia**				

Supplier	Account	Amount	Merchant Category	Description	Date
Wal-Mart #1550	6120 01 109-00 000-0	18.77	Discount Stores	coffee for sheriff's office and conference room people	05/29/2015
		$18.77			

Shelton **Breanna**

City-Market #0419	6110 01 103-00 000-0	29.99	Grocery Stores/Supermarkets	Fruit Tray for Jonathan's B Day	06/02/2015
City-Market #0419	7331 01 104-00 000-0	9.96	Grocery Stores/Supermarkets	courthouse open house	05/28/2015
City-Market #0419	7331 01 104-00 000-0	15.56	Grocery Stores/Supermarkets	courthouse open house	05/29/2015
High Mountain Liquor	7331 01 104-00 000-0	60.97	Pkg Stores/Beer/Wine/Liquor	courthouse open house	05/28/2015
High Mountain Liquor	7331 01 104-00 000-0	11.94	Pkg Stores/Beer/Wine/Liquor	courthouse open house	05/29/2015
High Mountain Liquor	7331 01 104-00 000-0	104.94	Pkg Stores/Beer/Wine/Liquor	courthouse open house	05/29/2015
Wal-Mart #1550	6110 01 103-00 000-0	44.11	Discount Stores	BOCC Office Supplies	05/28/2015
Wal-Mart #1550	6110 01 103-00 000-0	26.42	Discount Stores	office supplies	05/28/2015
Wal-Mart #1550	6110 01 103-00 000-0	16.66	Discount Stores	office supplies	05/14/2015
		$320.55			

Simillion **Kathryn**

Hope And Glory	6110 01 110-00 000-0	67.99	Florists	Gift item for Silent auction at County Clerks Durango Conference.	06/03/2015
Simply Office Supplies	6110 01 113-00 000-0	14.16	Stationery Stores	Elections office supplies	05/05/2015
Simply Office Supplies	6110 01 113-00 000-0	-11.96	Stationery Stores	Credit from last month returned item.	05/12/2015
		$70.19			

Sparks **April**

Chilis Black Canyon	7312 03 350-21 000-0	11.19	Eating Places/Restaurants	Admin: Trvl/meals, AS, AF trg, Montrose, 5-12 to 5-13-15, Inv # 10020.	05/13/2015

Supplier	Account	Amount	Merchant Category	Description	Date
McDonalds F6315	7312 03 350-21 000-0	1.08	Fast Food Restaurants	Admin: Trvl/meals, AS, AF trg, Montrose, 5-12 to 5-13-15, lost receipt, see written statement & approval by KS.	05/13/2015
Qdoba 38	7312 03 350-21 000-0	11.20	Fast Food Restaurants	Admin: Trvl/meals, AS, AF trg, Montrose, 5-12 to 5-13-15, Inv # 10025.	05/12/2015
Starbucks #08664 Montrose	7312 03 350-21 000-0	3.64	Fast Food Restaurants	Admin: Trvl/meals, AS, AF trg, Montrose, 5-12 to 5-13-15, Inv # 720224.	05/12/2015
		$27.11			

Spitzmiller **Scott**

Bert And Ernies	7312 10 650-00 000-0	58.00	Eating Places/Restaurants	Travel Dinner for 4 employees - Helena ARFF Training School	05/12/2015
Delta Air	7310 10 650-00 000-0	25.00	Delta	Baggage Fee	05/11/2015
Delta Air	7310 10 650-00 000-0	60.00	Delta	Baggage Fee	05/11/2015
Delta Air	7310 10 650-00 000-0	25.00	Delta	Baggage Fee	05/11/2015
Delta Air	7310 10 650-00 000-0	25.00	Delta	Baggage Fee	05/11/2015
Hertz Rent A Car	7310 10 650-00 000-0	28.56	Hertz	Rental Car for 4 employees during the Helena ARFF Training School	05/14/2015
Market Street 32328882	7312 10 650-00 000-0	60.31	Eating Places/Restaurants	Travel Breakfast for 4 employees - Helena ARFF Training School	05/12/2015
McDonalds F13573	7312 10 650-00 000-0	31.16	Fast Food Restaurants	Travel Breakfast for 4 employees - Helena ARFF Training School	05/14/2015
Red Lobster Us00006858	7312 10 650-00 000-0	115.16	Eating Places/Restaurants	Travel Dinner for 4 employees - Helena ARFF Training School	05/11/2015
Rps Grand Junction	7310 10 650-00 000-0	27.00	Parking Lots, Meters, Garages	Travel - 3 days of parking at the airport in Grand Junction, CO.	05/14/2015
Silver Star	7312 10 650-00 000-0	125.75	Eating Places/Restaurants	Travel Dinner for 4 employees - Helena ARFF Training School	05/13/2015

Supplier	Account	Amount	Merchant Category	Description	Date
United	7310 10 650-00 000-0	170.00	United	Baggage Fees for 4 employees - Flight home	05/14/2015
		$750.94			

Sponable **Duane**

A&w/ljs 8476	7312 01 120-00 000-0	7.60	Fast Food Restaurants	class in Montrose	05/25/2015
Applebees Oxb048248348	7312 01 120-00 000-0	22.47	Eating Places/Restaurants	class in Montrose	05/27/2015
Applebees Oxb048248348	7312 01 120-00 000-0	19.21	Eating Places/Restaurants	Class in Montrose	05/20/2015
Applebees Oxb048248348	7312 01 120-00 000-0	21.89	Eating Places/Restaurants	class in Montrose	05/30/2015
Arbys 6389	7312 01 120-00 000-0	10.54	Fast Food Restaurants	class in Montrose	05/22/2015
Blair Sales Co	7312 01 120-00 000-0	2.56	Service Stations	class in Montrose	05/25/2015
Burger King #2429	7312 01 120-00 000-0	7.38	Fast Food Restaurants	class in Montrose	05/20/2015
Chilis Black Canyon	7312 01 120-00 000-0	21.65	Eating Places/Restaurants	class in Montrose	05/21/2015
Taco Johns #9974	7312 01 120-00 000-0	8.78	Fast Food Restaurants	class in Montrose	05/27/2015
Wendys 4795	7312 01 120-00 000-0	10.42	Fast Food Restaurants	class in Montrose	05/28/2015
Wendys 4795	7312 01 120-00 000-0	9.98	Fast Food Restaurants	class in Montrose	05/18/2015
		$142.48			

Stahlnecker **Jill**

Usps 0740860773030781 3	6170 04 350-00 000-0	1.40	Postage Stamps	Vital Records postage	05/15/2015
Usps 0740860773030781 3	6170 04 350-00 000-0	2.59	Postage Stamps	Vital records postage	05/12/2015
		$3.99			

Summer **Robert**

Usps 0740860773030781 3	6170 01 109-00 000-0	8.79	Postage Stamps	postage	05/20/2015
		$8.79			

Supplier	Account	Amount	Merchant Category	Description	Date
Vader	**Frank**				
Outback 0617	7312 01 125-00 000-0	25.00	Eating Places/Restaurants	Meal on 6/2/15 at annual conference in Colorado Springs	06/03/2015
		$25.00			
Vander Veen	**Kelsey**				
Pahgres	7312 03 350-21 000-0	25.00	Eating Places/Restaurants	Admin: Trvl/meals, KV & KS, Medicare trg, Montrose, 5-6-15, Inv # 1.	05/06/2015
		$25.00			
Wilks	**Gillian**				
China Garden Restaurant	7310 03 360-11 000-0	9.05	Eating Places/Restaurants	CW: Trvl/miles, GW, CW trg, Canon City, 5-12 to 5-13-15, Inv # 519.	05/13/2015
Wal-Mart #1550	6110 03 350-21 000-0	5.22	Discount Stores	Admin: Office Supplies, 6-3-15, Inv # 9642.	06/03/2015
		$14.27			
Williams	**Stephanie**				
Usps 0740860773030781 3	6170 10 610-00 000-0	49.00	Postage Stamps	Stamps for the ARFF offices	05/14/2015
		$49.00			
Willis	**Ryan**				
Rps Grand Junction	7310 10 650-00 000-0	27.00	Parking Lots, Meters, Garages	Parking at the Grand Junction, CO airport for ARFF Training School	05/21/2015
Safeway Store00006171	6120 10 650-00 000-0	10.81	Grocery Stores/Supermarkets	Powdered laundry detergent to clean the bay floors in the shop	05/10/2015

Supplier	Account	Amount	Merchant Category	Description	Date
Toby Keiths I Love Th	7312 10 650-00 000-0	139.48	Eating Places/Restaurants	Dinner for three(3) employees during ARFF Training - San Bernardino, CA	05/21/2015
Usairways	7310 10 650-00 000-0	75.00	Us Airways	Baggage Fees for flying - ARFF Training School Traveling	05/21/2015
		$252.29			

Young Jill

Safeway Store00006171	6120 01 109-00 000-0	39.52	Grocery Stores/Supermarkets	OFFICE SUPPLIES	05/06/2015
Safeway Store00006171	6120 01 109-00 000-0	15.50	Grocery Stores/Supermarkets	CREAMER FOR COFFEE	05/15/2015
Wal-Mart #1550	6120 01 109-00 000-0	5.00	Discount Stores	NOTEBOOKS FOR REPORTS REQUESTED BY SGT MYKOL	05/14/2015
		$60.02			

TOTAL PURCHASING CARD ACTIVITY **$39,420.95**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Reports

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Present Monthly and Investment Reports. Present and get approved to publish six month report.

Fiscal Impact:

Submitted by: Debbie Dunbar **Submitter's Email Address:** ddunbar@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/14/2015

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 8/18/2015

Revised April 2015

GUNNISON COUNTY TREASURER'S SIX MONTH REPORT
FOR THE SIX MONTHS ENDING JUNE 30, 2015

GL FUND	BEGINNING BALANCE 01-01-2015	CURRENT TAX	DELINQUENT TAX	TRANSFERS IN	MISCELLANEOUS RECEIPTS	DISBURSEMENTS	TREASURER'S FEES	TRANSFERS OUT	ENDING BALANCE 06-30-2015
COUNTY FUNDS	$	$	$	$	$	$	$	$	$
Due From Tre-County General	4,443,269.78	6,636,857.24	6,521.55	-	2,072,010.77	2,143,777.52	207,753.62	3,903,462.70	6,903,665.50
Due from Trea-Road & Bridge	2,283,375.53	-	-	463,643.86	243,356.90	-	1,408.29	499,690.77	2,489,277.23
Due from Trea-Human Services	657,987.92	269,610.64	280.77	82,102.19	44,193.63	3,523.48	-	383,919.07	666,732.60
Due from Tre-Public Health Agency	5,492.57	-	-	10,926.76	158,488.83	-	1,583.54	166,995.07	6,329.55
Due from Tre-Conservation Trust	83,201.85	-	-	11,520.82	16,467.60	-	-	14,333.32	96,856.95
Due From Tre-Bond Fund	-	-	-	144,500.00	422.72	-	-	143,999.44	923.28
Due from Tre-Airport	412,051.67	-	-	-	662,782.03	-	6,559.48	476,678.07	591,596.15
Due from Tre-Sales Tax	1,047,022.56	-	-	545,974.22	9,277.87	-	42.99	346,354.74	1,255,876.92
Due from Tre-Land Preservation	270,615.21	-	-	149,719.68	421.72	-	-	223,051.21	197,705.40
Due from Tre-Mosquito	12,308.48	-	(50.96)	3,188.22	55,193.12	-	1,644.83	51,320.02	17,674.01
Due from Tre-Sage Grouse	69,885.98	-	-	5,430.05	229.50	-	-	20,891.74	54,653.79
Due from Tre-Risk Management	604,175.47	-	-	42,724.93	4,590.63	-	19.26	15,367.31	636,104.46
Due from Tre-Airport Const	142,496.72	-	-	938,171.83	132,977.30	-	-	927,160.54	286,485.31
Due from Tre-Capital Projects/Expenditures	681,781.17	-	-	1,540,864.94	592,624.51	-	-	2,147,406.37	667,864.25
Due from Tre-Sewer	923,938.47	-	-	-	356,556.76	-	4,064.13	307,455.94	968,975.16
Due from Tre-Water	409,361.67	-	-	103,893.86	4,945.10	-	-	83,012.57	435,188.06
Due From Tre-Solid Waste	286,313.72	-	-	-	364,636.99	-	3,681.15	647,252.69	16.87
Due From Tre-Housing Authority	26,423.87	-	-	-	108,849.85	-	1,086.88	133,446.65	740.19
Due From Tre-Gunn Sr Housing	36,180.51	-	-	21,126.23	53,918.05	-	-	27,257.81	83,966.98
Due from Tre-Assisted Living	3,050.55	-	-	-	18,243.90	-	-	18,243.90	3,050.55
Due from Tre-Internal Service I	1,744,478.43	-	-	181,759.16	7,071.28	-	0.19	364,045.66	1,569,263.02
Due from Tre-Internal Service II	662,838.51	-	-	-	13,219.85	-	65.90	318,531.57	357,460.89
Due From Tre-Insurance Trust	1,344,099.10	-	-	305,022.28	171,994.63	-	-	206,500.81	1,614,615.20
Due from Tre-Local Marketing District	436,262.08	-	-	258,446.73	37,962.50	-	362.60	400,505.40	331,803.31
Due from Tre-Rural Trans Auth	1,241,861.19	-	-	308,095.08	44,668.94	-	27.22	239,453.09	1,355,144.90
Due From Tre-Public Trustee Agency	17,315.98	-	-	25,370.38	0.00	-	-	37,621.21	5,065.15
Due From Tre-Building Construction	279,923.15	-	-	-	0.97	-	-	279,690.21	233.91
Due From Tre-Terminal Construction	403,625.04	-	-	-	1,683.90	-	-	-	405,308.94
Due From Tre-Courthouse Renovation	3,411,835.30	-	-	-	6,118.79	-	-	3,339,968.10	77,985.99
Due from Tre-Assessor Fees	-	-	-	-	0.00	-	-	-	0.00
Due From Tre-Clerk Fees	-	-	-	-	4,341.08	-	-	4,341.08	0.00
Due From Tre-Sheriff Fees	-	-	-	-	0.00	-	-	-	0.00
Due From Tre-Treas Fees	-	-	-	-	0.00	-	-	-	0.00
Due From Tre-Health Claims	75,822.08	-	-	497,148.43	(0.00)	538,045.32	-	-	34,925.19
Due from Tre-Landfill Closure	1,122,684.29	-	-	14,221.60	4,686.88	-	-	-	1,141,592.77
Due From Tre-Landfill Cons Resv	1,131,481.31	-	-	20,222.07	4,821.86	-	-	105,402.59	1,051,122.65
Due From Tre-Payroll Clearing	36,477.12	-	-	3,257,050.26	0.00	3,261,387.06	-	-	32,140.32
Due From Tre-Sewer Reserve	94,478.00	-	-	1,682.00	0.00	-	-	-	96,160.00
Due from Tre-Water -Restricted	14,272.00	-	-	10,704.00	0.00	-	-	-	24,976.00
Due From Tre-Sr Housing Deposits	8,921.06	-	-	296.00	37.87	-	-	-	9,254.93
Due From Tre-Accts Payable Clearing	221,584.91	-	-	13,460,596.22	0.00	13,387,878.09	-	-	294,303.04
Due From Tre-Finance Revenue Clearing	-	-	-	6,470,844.14	0.00	-	-	6,470,784.14	60.00
Due From Tre-Water Resource	87,006.25	-	-	1,309.62	357.01	-	-	1,309.62	87,363.26
Due From Tre-Workforce Impact Fees	412,864.54	-	-	-	58,397.45	-	569.13	87,856.03	382,836.83
Due From Tre-Living Community	88.02	601,482.57	593.94	-	243.14	483,281.76	-	-	119,125.91
COUNTY FUNDS TOTAL	25,146,852.06	7,507,950.45	7,345.30	28,876,555.56	5,255,793.93	19,817,893.23	228,869.21	22,393,309.44	24,354,425.42
CITIES AND TOWNS	$	$	$	$	$	$	$	$	$
Due From Tre-Crested Butte General	3,800.38	213,007.86	67.16	-	28,645.72	197,514.09	4,292.67	-	43,714.36
Due From Tre-Crested Butte Street/Alley	0.73	632,627.87	197.04	-	218.51	497,415.58	18,991.53	-	116,637.04
Due From Tre-Gunnison City General	2,200.92	237,118.71	3.60	-	16,595.67	203,740.58	4,835.27	-	47,343.05
Due From Tre-Marble General	142.12	20,101.99	(47.52)	-	961.03	16,942.57	404.97	-	3,810.08
Due From Tre-Mt Crested Butte General	3,486.71	772,728.60	5,920.03	-	25,550.51	697,699.19	14,219.27	-	95,767.39
Due From Tre-Pitkin General	82.85	16,180.08	(89.75)	-	735.22	14,896.37	324.66	-	1,687.37
CITIES AND TOWNS TOTAL	9,713.71	1,891,765.11	6,050.56	-	72,706.66	1,628,208.38	43,068.37	-	308,959.29
SCHOOLS	$	$	$	$	$	$	$	$	$
Due From Tre-Gunn RE1J Gen	53,657.31	7,969,619.75	10,534.40	-	380,346.85	8,259,023.40	19,745.58	-	135,389.33
Due From Tre-Gunn RE1J Bond	801.19	3,882,861.84	6,364.39	-	1,835.34	3,854,757.89	-	-	37,104.87
Due From Tre-Delta 50J General	11,557.02	1,723,984.85	599.90	-	64,704.08	1,788,056.27	4,311.27	-	8,478.31
Due From Tre-Delta 50J Bond	-	363,870.31	123.02	-	19.38	363,982.15	-	-	30.56
Due From Tre-Montrose RE1J General	506.50	107,523.77	-	-	3,674.19	110,768.75	268.61	-	667.10
Due From Tre-Montrose RE1J Bond	-	8,437.33	-	-	0.67	8,425.56	-	-	12.44
Due from Tre-RE1J 2014 Mill Override	-	2,339,698.56	-	-	59,197.36	2,360,810.77	5,757.24	-	32,327.91
SCHOOLS TOTAL	66,522.02	16,395,996.41	17,621.71	-	509,777.87	16,745,824.79	30,082.70	-	214,010.52
IMPROVEMENT DISTRICTS	$	$	$	$	$	$	$	$	$
Due from Tre-Library Dist	107.85	759,440.59	750.63	-	307.12	592,182.43	22,519.64	-	145,904.12
Due From Tre-CO River Water CD	606.63	130,176.28	205.44	-	4,147.99	105,657.08	3,858.78	-	25,620.48
Due From Tre-Reserve MD2	1,768.35	500,014.32	5,029.62	-	15,376.30	424,470.00	15,154.85	-	82,563.74
Due From Tre-Mt Crested Butte DDA	-	542,073.76	(9,423.55)	-	105.04	469,402.38	15,984.12	-	47,368.75
Due From Tre-Bostwick Park Water CD	7.55	1,758.47	(15.20)	-	57.40	1,508.80	52.42	-	247.00
Due From Tre-Crawford Water CD	-	14.97	-	-	(0.00)	14.51	0.46	-	0.00
Due From Tre-Crested Butte South MD	910.90	216,361.87	-	-	6,608.45	169,962.39	6,491.91	-	47,426.92
Due From Tre-Mt CB Water/San	4,302.60	1,035,169.35	7,547.80	-	31,211.49	915,434.20	28,748.78	-	134,048.26
Due From Tre-East River Regional SD	439.61	101,184.81	-	-	3,212.20	85,296.36	3,036.62	-	16,503.64
Due From Tre-Cemetery	540.13	117,671.40	(14.67)	-	4,019.62	98,929.83	3,534.35	-	19,752.30
Due From Tre-Gunn Co Metro Rec Dist	1,066.80	253,181.46	420.43	-	8,032.67	215,039.38	7,491.44	-	40,170.54
Due From Tre-N Fork Water CD	230.49	40,983.91	9.29	-	1,275.23	23,390.77	1,229.99	-	17,878.16
Due From Tre-Skyland MD	2,780.30	658,307.33	-	-	20,175.58	561,879.38	19,756.96	-	99,626.87
Due From Tre-Upper Gunn Water CD	3,527.07	803,609.36	667.32	-	25,683.90	681,092.84	23,756.40	-	128,638.41
Due From Tre-Crested Butte Fire PD	4,751.45	1,147,439.79	2,499.74	-	34,944.22	972,770.41	33,545.85	-	183,318.94
Due From Tre-Gunn Co Fire PD	2,354.42	510,556.57	(488.84)	-	17,361.89	442,429.58	15,324.73	-	72,029.73
Due From Tre-Carbondale & Rural Fire PD	784.62	107,517.57	261.51	-	3,450.95	92,883.00	3,237.35	-	15,894.30
Due From Tre-Ragged Mt Fire PD	885.29	179,197.52	14.32	-	5,396.41	101,394.27	5,376.30	-	78,722.97
Due From Tre-Arrowhead Fire PD	212.16	48,500.09	-	-	1,539.86	42,430.76	1,455.08	-	6,366.27
Due From Tre-Reserve MD2 Bond	2,210.21	527,439.78	88,313.39	-	16,551.66	538,105.30	18,475.96	-	77,933.78
IMPROVEMENT DISTRICTS TOTAL	27,486.43	7,680,599.20	95,777.23	-	199,457.98	6,534,273.67	229,031.99	-	1,240,015.18
MISC CONTROL	$	$	$	$	$	$	$	$	$
Due From Tre-Clerk & Recorder	348,709.49	-	-	476.67	1,998,150.84	6.00	-	1,923,673.05	423,657.95
Due From Tre-Clerk Sales Tax	-	-	-	-	227,521.73	223,221.72	-	4,300.01	0.00
Due From Tre-SOT	-	-	-	-	996,881.87	-	-	996,881.87	0.00
Due From Tre-State Auto	-	-	-	781,841.21	-	781,841.21	-	-	0.00
Due From Tre-Clerk ST Domestic Abuse	-	-	-	800.00	-	800.00	-	-	0.00
Due From Tre-Clerk State Registrar	-	-	-	120.00	-	120.00	-	-	0.00
Due From Tre-Clerk State Specific	-	-	-	6,012.20	-	6,012.20	-	-	0.00
Due From Tre-Range Improvement Dist 3	-	-	-	1,951.74	-	1,951.74	-	-	0.00
Due From Tre-Sheriff Commissary	7,900.06	-	-	-	2,693.66	2,411.85	26.94	-	8,154.93
Due From Tre-Inmate Trust	24,206.00	-	-	-	111,365.58	106,880.23	-	-	28,691.35
Due From Tre-Investment Interest	-	-	-	-	-	-	-	-	0.00
Due From Tre-Treas Deed	-	-	-	-	110,954.79	-	-	110,954.79	0.00
Due From Tre-Unused Remittances	4,546.64	-	-	5,670.70	-	7,804.65	-	1,141.72	1,270.97
Due From Tre-Elected Official Fees	54,188.06	-	-	229,646.77	-	541.22	-	266,848.67	16,444.94
Due From Tre- GV Regional Housing Authority	4,097.12	-	-	176,567.34	-	-	-	169,953.49	10,710.97
MISC CONTROL TOTAL	443,647.37	-	-	1,203,086.63	3,447,568.47	1,131,590.82	26.94	3,473,753.60	488,931.11
GRAND TOTALS	25,694,221.59	33,476,311.17	126,794.80	30,079,642.19	9,485,304.91	45,857,790.89	531,079.21	25,867,063.04	26,606,341.52

I, Debbie Dunbar, Treasurer for the County of Gunnison, State of Colorado, hereby certify that the foregoing is a true and just copy of the fund balances, receipts and disbursements of my office to the best of my knowledge and belief.

Gunnison County Treasurer
Investment Report
July 31,2015

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	212,457.46	0.00%		Cash	N/A
Bank of the West	1101	1,237,160.18	0.00%		Chkg	N/A
Bank of the West CC	1103	298,374.44	0.00%		Chkg	N/A
Bank of the West MM	1104	2,500,701.02	0.16%		MMA	N/A
Wells Fargo Warrant Clearing	1145	468,717.83	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	438,427.99	0.03%		Chkg	N/A
Colotrust Plus	1118	2,341,722.52	0.17%		Pool	Mo
C-Safe	1121	1,538,054.80	0.18%		Pool	Mo
Great Western Bank	1105	2,015,769.60	0.30%		MMA	Mo
Gunnison Bank and Trust	1102	149,947.68	0.00%		MMA	Mo
Solera Savings	1161	996,013.99	0.40%		MMA	Quarterly
Cobiz Hospital Reserve	1439	376,254.08	0.20%		MMA	Mo
Cobiz Money Market	1453	378,963.03	0.25%		MMA	Mo
INVESTMENT CLEARING	1199	23,722.66	0.05%		MMA	Mo
TOTAL CASH AND CHECKING		12,976,287.28		49.76%		
INVESTMENTS						
1st Source Bank CEW0	1398	241,271.10	1.45%		CD	SA/Mat 7/29/19 4yrs
Ally QT94	1437	245,492.45	0.90%		CD	SA/Mat 12/7/15 - 3 yrs
American Express CAH3	1465	243,858.30	1.45%		CD	SA/Mat 7/24/18 - 4 yrs Callable
Amex DMJ4	1442	245,526.75	0.75%		CD	SA/Mat 2/28/16 - 3 yrs
Bank Castile 7BD4	1486	199,216.00	0.90%		CD	M/Mat 12/15/17 2 yrs
Barclay's Bk KHC4	1464	245,093.10	0.55%		CD	SA/Mat 7/16/16 - 2 yrs
BMW BK North Amer P6W2	1455	245,590.45	1.00%		CD	SA/Mat 3/14/17 - 3 yrs
Capital One 0QE3	1473	-	0.00%		CD	called
Capital One Bank 0SQ4	1397	241,356.85	2.20%		CD	SA/Mat 6/24/20 5 yrs
Capital One E4S6	1396	243,130.65	1.95%		CD	SA/Mat 7/15/2019
Centennial Bank JAC7	1400	150,610.50	1.55%		CD	M/Mat 12/2/15 - 5 yrs
CIT Bank C6B5	1474	244,921.60	2.20%		AG	SA/Mat 12/17/19 - 5 yrs Callable
CO State Bank & Trust 5546	1412	249,000.00	0.30%		CD	M/Mat 11/11/16 - 17 mos
Colorado Nat'l Bank 6311	1432	245,000.00	1.51%		CD	Q/Mat 6/11/17 - 5 yrs
Comenity Cap BK Utah AFW1	1466	245,274.40	0.75%		CD	SA/Mat 8/4/16 - 2 yrs
Compass Bank PFD3	1447	246,678.25	2.00%		CD	SA/Mat 10/9/18 - 5 yrs
Discover Bank 2DG4	1477	240,204.98	1.90%		CD	SA/Mat 1/20/2015 5 yrs
FFCB DQ21	1461	-	0.00%		AG	called
FFCB DV74	1468	500,490.00	1.22%		AG	SA/Mat 9/18/17 - 3 yrs Callable
FFCB ENH9	1481	250,151.94	1.42%		AG	SA/Mat 2/05/19 4 yrs Callable
FHLB 3TL5	1445	250,025.00	1.30%		AG	SA/Mat 8/7/17 -4 yrs Callable
FHLB 4SM5	1485	250,222.50	1.00%		AG	Q/Mat 3/20/20- 5 yrs Steps&Call
FHLMC 5SN6	1475	400,720.00	1.50%		AG	SA/Mat 9/26/18 - 3.75 yrs Callable
FHLMC 6BC6	1480	500,115.00	1.00%		AG	SA/Mat 2/20/20 5yrs Steps & Call
FHLMC 6EL3	1482	250,197.50	1.50%		AG	SA/Mat 2/27/18 3 yrs Callable
FHLMC 7HB0	1395	500,975.00	2.00%		AG	SA/Mat 7/30/2020
First Bank Lakewood 2964	1433	262,501.13	1.30%		CD	Q/Mat 6/22/17 - 5 yrs
First Bank Lakewood 2433	1427	527,512.77	1.60%		CD	Q/Mat 2/15/17 - 5 yrs
Flatirons Bank 2066	1150	240,000.00	1.00%		CD	M/Mat 12/5/15 - 2 yrs
Front Range Bank 3424	1443	249,000.00	0.65%		CD	M/Mat 10/26/16 - 2.5 yrs
GE Capital Bank JMB1	1435	245,475.30	1.05%		CD	SA/Mat 11/2/15 - 3 yrs
GE Cap Bk Retail FGU1	1457	244,688.85	1.60%		CD	SA/Mat 5/29/18 - 4 yrs
Goldman Sachs Bank JSG7	1399	242,298.25	1.55%		CD	SA/Mat 4/29/19 4 yrs
Gunnison Savings and Loan	1106	500,000.00	2.07%		CD	M/Mat 01/17/17 - 5 yrs
Guaranty Bank 0BJ4	1459	243,218.85	1.35%		CD	SA/Mat 5/2/18 - 4 yrs
JP Morgan Chase JHF8	1434	245,051.45	0.75%		CD	M/Mat 8/17/17 - 5 yrs Step & Call
Lake Sunapee 8AJ1	1460	243,140.45	1.35%		CD	SA/Mat 6/5/18 - 4 yrs Callable
Landmark Community LAS3	1479	245,181.30	1.05%		CD	M/Mat 2/13/2018 3 yrs
Legacy Bank 8402	1402	200,000.00	0.65%		CD	M/Mat 11/13/15 - 2.5 yrs
Liberty Bank CD	1143	304,643.20	1.24%		CD	M/Mat 10/28/14 - 3 yrs
Medallion Bank BV86	1487	244,296.85	0.90%		CD	M/Mat 10/20/17 2 yrs
Needham Co-operative Bk Mass	1467	245,311.15	0.75%		CD	SA/Mat 8/15/16 - 2 yrs
Peoples United Bank QLM6	1483	229,714.80	1.85%		CD	SA/Mat 1/23/20- 5 yrs
Private Bank & Trust GUU9	1478	244,367.90	1.90%		CD	Q/Mat 1/21/20 - 5 yrs
Redstone Bank 0471	1449	245,000.00	0.60%		CD	M/Mat 11/4/15 - 2 yrs
Sallie Mae 0TT2	1472	244,536.95	2.15%		CD	SA/Mat 10/8/19 - 5 yrs
Toyota Savings Bank MGZ8	1484	242,444.65	2.00%		CD	SA/Mat 2/20/20 5yrs Callable
Valley Bank 1672	1162	250,000.00	1.02%		CD	M/Mat 1/14/16 - 3 yrs
Webster Bk NJU9	1462	244,206.20	1.90%		CD	SA/Mat 7/9/19 - 5 yrs
Wells Fargo Bank TTT4	1488	242,177.60	1.25%		CD	Q/Mat 4/30/20 5 yrs Callable
TOTAL INVESTMENTS		13,099,889.97		50.24%		
Cash per Treasurer's Ledger		26,076,177.25		100.00%		
Less Pending Disbursements		1,043,175.89				
Total Due to All Funds		25,033,001.36				
Calculated average yield on investments				1.02%		
Benchmark: (1 year Constant Maturity Treasury Rate):				0.30%		
Benchmark: (2 year Constant Maturity Treasury Rate):				0.67%		
Benchmark: (5 year Constant Maturity Treasury Rate):				1.63%		

TREASURER'S MONTHLY REPORT FOR JULY 2015

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	$	$	$	$
Due from Tre-County General	6,903,665.50	509,629.33	(1,413,791.11)	5,999,503.72
Due from Tre-Road & Bridge	2,489,277.23	27,982.01	(248,215.14)	2,269,044.10
Due from Tre-Human Services	666,732.60	65,044.93	(71.55)	731,705.98
Due from Tre-Public Health Agency	6,329.55	17,541.10	(23,073.62)	797.03
Due from Tre-Conservation Trust	96,856.95	-	(3,591.32)	93,265.63
Due from Tre-Bond Fund	923.28	-	(0.08)	923.20
Due from Tre-Airport	591,596.15	66,822.12	(147,882.92)	510,535.35
Due from Tre-Sales Tax	1,255,876.92	42,067.93	(122.11)	1,297,822.74
Due from Tre-Land Preservation	197,705.40	-	(44,561.71)	153,143.69
Due from Tre-Mosquito	17,674.01	2,611.40	(17,394.33)	2,891.08
Due from Tre-Sage Grouse	54,653.79	-	(6,968.25)	47,685.54
Due from Tre-Risk Management	636,104.46	-	(54.48)	636,049.98
Due from Tre-Airport Construction	286,485.31	38,789.91	(27.86)	325,247.36
Due from Tre-Capital Projects	667,864.25	-	(384,119.10)	283,745.15
Due from Tre-Sewer	968,975.16	98,068.49	(37,210.30)	1,029,833.35
Due from Tre-Water	435,188.06	-	(23,064.91)	412,123.15
Due from Tre-Solid Waste	16.87	202,845.09	(1,113.60)	201,748.36
Due from Tre-Housing Authority	740.19	22,261.84	(22,971.74)	30.29
Due from Tre-Gunn Sr Housing	83,966.98	7,579.00	(3,273.81)	88,272.17
Due from Tre-Assisted Living	3,050.55	3,040.65	(3,040.65)	3,050.55
Due from Tre-Internal Service I	1,569,263.02	51,200.74	(140.67)	1,620,323.09
Due from Tre-Internal Service II	357,460.89	480,677.80	(73.01)	838,065.68
Due from Tre-Insurance Trust	1,614,615.20	78,039.93	(147.27)	1,692,507.86
Due from Tre-Local Marketing District	331,803.31	-	(67,129.44)	264,673.87
Due from Tre-Rural Trans Auth	1,355,144.90	284,430.32	(147.36)	1,639,427.86
Due from Tre-Public Trustee Agency	5,065.15	-	(4,277.86)	787.29
Due from Tre-Series 2010 Bond Reserve	233.91	-	(0.02)	233.89
Due from Tre-Terminal Construction	405,308.94	-	(34.72)	405,274.22
Due from Tre-Courthouse Renovation	77,985.99	-	(6.68)	77,979.31
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	655.39	(655.39)	-
Due from Tre-Treas Fees	-	29,134.25	(29,134.25)	-
Due from Tre-Health Claims	34,925.19	145,108.53	(153,249.02)	26,784.70
Due from Tre-Landfill Closure	1,141,592.77	-	(97.78)	1,141,494.99
Due from Tre-Landfill Cons Resv	1,051,122.65	-	(186,853.01)	864,269.64
Due from Tre-Payroll Clearing	32,140.32	510,338.06	(520,698.46)	21,779.92
Due from Tre-Sewer Reserve	96,160.00	-	-	96,160.00
Due from Tre-Water -Restricted	24,976.00	-	-	24,976.00
Due from Tre-Sr Housing Deposits	9,254.93	20.00	(0.79)	9,274.14
Due from Tre-Accounts Payable Clearing	294,303.04	1,367,405.04	(1,536,851.20)	124,856.88
Due from Tre-Finance Revenue Clearing	60.00	781,600.54	(781,660.54)	-
Due from Tre-Water Resource	87,363.26	-	(7.48)	87,355.78
Due from Tre-Workforce Impact Fees	382,836.83	21,213.48	(246.73)	403,803.58
Due from Tre-Living Community	119,125.91	21,661.40	(119,285.39)	21,501.92
COUNTY FUNDS TOTAL	24,354,425.42	4,875,769.28	(5,781,245.66)	23,448,949.04
CITIES AND TOWNS	$	$	$	$
Due from Tre-Crested Butte General	43,714.36	11,869.09	(43,844.10)	11,739.35
Due from Tre-Crested Butte Street/Alley	116,637.04	18,124.85	(117,180.82)	17,581.07
Due from Tre-Gunnison City General	47,343.05	16,947.96	(47,631.67)	16,659.34
Due from Tre-Marble General	3,810.08	631.38	(3,819.28)	622.18
Due from Tre-Mt Crested Butte General	95,767.39	31,475.09	(97,689.53)	29,552.95
Due from Tre-Pitkin General	1,687.37	478.25	(1,694.34)	471.28
CITIES AND TOWNS TOTAL	308,959.29	79,526.62	(311,859.74)	76,626.17
SCHOOLS	$	$	$	$
Due from Tre-Gunn RE1J Gen	135,389.33	406,856.63	(138,732.16)	403,513.80
Due from Tre-Gunn RE1J Bond	37,104.87	164,009.78	(38,328.08)	162,786.57
Due from Tre-Delta 50J General	8,478.31	14,194.58	(8,484.72)	14,188.17

Due from Tre-Delta 50J Bond	30.56	543.85	(30.56)	543.85
Due from Tre-Montrose RE1J General	667.10	5,344.70	(678.65)	5,333.15
Due from Tre-Montrose RE1J Bond	12.44	362.37	(12.44)	362.37
Due from Tre-Reij 2014 Mill Override	32,327.91	108,690.66	(33,290.80)	107,727.77
SCHOOLS TOTAL	214,010.52	700,002.57	(219,557.41)	694,455.68
IMPROVEMENT DISTRICTS	$	$	$	$
Due from Tre-Library Dist	145,904.12	27,350.83	(146,919.50)	26,335.45
Due from Tre-CO River Water CD	25,620.48	5,477.97	(25,793.95)	5,304.50
Due from Tre-Reserve MD2	82,563.74	50,697.52	(83,992.61)	49,268.65
Due from Tre-Mt Crested Butte DDA	47,368.75	10,829.80	(47,693.32)	10,505.23
Due from Tre-Bostwick Park Water CD	247.00	83.21	(249.17)	81.04
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	47,426.92	8,983.89	(47,724.04)	8,686.77
Due from Tre-Mt CB Water/San	134,048.26	39,626.32	(136,724.02)	36,950.56
Due from Tre-East River Regional SD	16,503.64	8,709.84	(16,746.08)	8,467.40
Due from Tre-Cemetery	19,752.30	7,411.63	(19,952.73)	7,211.20
Due from Tre-Gunn Co Metro Rec Dist	40,170.54	12,205.88	(40,569.47)	11,806.95
Due from Tre-N Fork Water CD	17,878.16	301.25	(17,880.35)	299.06
Due from Tre-Skyland MD	99,626.87	13,292.32	(99,910.21)	13,008.98
Due from Tre-Upper Gunn Water CD	128,638.41	38,603.09	(129,911.29)	37,330.21
Due from Tre-Crested Butte Fire PD	183,318.94	44,524.97	(185,090.90)	42,753.01
Due from Tre-Gunn Co Fire PD	72,029.73	29,933.71	(72,835.04)	29,128.40
Due from Tre-Carbondale & Rural Fire PD	15,894.30	4,208.72	(16,001.16)	4,101.86
Due from Tre-Ragged Mt Fire PD	78,722.97	1,155.65	(78,727.72)	1,150.90
Due from Tre-Arrowhead Fire PD	6,366.27	3,103.61	(6,450.50)	3,019.38
Due from Tre-Reserve MD2 Bond	77,933.78	48,030.74	(79,278.58)	46,685.94
IMPROVEMENT DISTRICTS TOTAL	1,240,015.18	354,530.95	(1,252,450.64)	342,095.49
MISC CONTROL	$	$	$	$
Due from Tre-Clerk & Recorder	423,657.95	687,039.58	(705,890.24)	404,807.29
Due from Tre-Clerk Sales Tax	-	59,984.26	(59,984.26)	-
Due from Tre-SOT	-	194,965.80	(194,965.80)	-
Due from Tre-State Auto	-	202,720.24	(202,720.24)	-
Due from Tre-Clerk ST Domestic Abuse	-	580.00	-	580.00
Due from Tre-Clerk State Registrar	-	87.00	(87.00)	-
Due from Tre-Clerk State Specific	-	1,618.40	(1,618.40)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	8,154.93	-	-	8,154.93
Due from Tre-Inmate Trust	28,691.35	19,724.43	(20,298.76)	28,117.02
Due from Tre-Investment Interest	-	23,848.65	(23,848.65)	-
Due from Tre-Treas Deed	1,270.97	650.00	(747.59)	1,173.38
Due from Tre-Unused Remittances	16,444.94	4,851.28	(4,277.62)	17,018.60
Due from Tre-Elected Official Fees Clrg	10,710.97	42,688.58	(42,375.79)	11,023.76
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	488,931.11	1,238,758.22	(1,256,814.35)	470,874.98
GRAND TOTALS	**26,606,341.52**	**7,248,587.64**	**(8,821,927.80)**	**$ 25,033,001.36**

TO THE HONORABLE PAULA SWENSON, CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of JULY 2015.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Paula Swenson
Chairman of the Board of County Commissioners

Date Accepted: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval of SB 152 Ballot Language for November, 2

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Attached please find A Resolution Submitting to Registered Electors of Gunnison County, Colorado at the November 3, 2015 Coordinated Election, a Ballot Question and Title Concerning Re-Establishing the Authority to Provide All Services Restricted by Title 29, Article 27, C.R.S.

Fiscal Impact:

Submitted by: Office of the County Attorney **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 8/14/2015

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

Agenda Date: 8/18/2015

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2015-_____

A RESOLUTION SUBMITTING TO REGISTERED ELECTORS OF GUNNISON COUNTY, COLORADO AT THE NOVEMBER 3, 2015 COORDINATED ELECTION, A BALLOT QUESTION AND TITLE CONCERNING RE-ESTABLISHING THE AUTHORITY TO PROVIDE ALL SERVICES RESTRICTED BY TITLE 29, ARTICLE 27 OF THE COLORADO REVISED STATUTES

WHEREAS, the County of Gunnison ("County") in the State of Colorado, is a county duly organized and existing pursuant to the Constitution (the "Constitution") and the laws of the State of Colorado; and

WHEREAS, the members of the Board of County Commissioners of the County of Gunnison, Colorado ("Board") have been duly elected, chosen and qualified; and

WHEREAS, in 2005 the Colorado General Assembly enacted Senate Bill 2005-152, which is codified at §29-27-101, et. seq. Colorado Revised Statutes, which provides that before a local government may provide advanced services, telecommunication services, or cable television services, as such services are defined in the statute, either directly or indirectly, it must call an election on the question of providing such services and obtain the approval of the majority of its registered electors voting on any such ballot question; and

WHEREAS, affordable, reliable, and innovative telecommunication services, including, but not limited to, broadband internet services, are hereby found and determined to be essential for Gunnison County's residents and businesses in today's economic environment and for quality of life; and

WHEREAS, the Board finds that re-establishing Gunnison County's authority to directly and/or indirectly provide advanced services, telecommunication services, or cable television services could be in the best interests of the community; and

WHEREAS, the Clerk and Recorder of the County of Gunnison, Colorado ("County Clerk") is conducting a Coordinated Election on November 3, 2015, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, Colorado Revised Statutes); and

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

1. All action heretofore taken (not inconsistent with the provisions of this resolution) by the County, directed towards the election and the objects and purposes herein stated is, ratified, approved and confirmed. Unless otherwise defined herein, all

terms used herein shall have the meanings specified in the Uniform Election Code of 1992, Title 1, Articles 1 through 13, Colorado Revised Statutes.

2. The following ballot question and title is hereby referred to all of the registered electors of Gunnison County, Colorado for the November 3, 2015 Coordinated Election:

> WITHOUT INCREASING TAXES, SHALL THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, RE-ESTABLISH THE AUTHORITY TO PROVIDE ALL SERVICES, RESTRICTED SINCE 2005 BY TITLE 29, ARTICLE 27 OF THE COLORADO REVISED STATUTES, DESCRIBED AS "ADVANCED SERVICES" (HIGH SPEED INTERNET), "TELECOMMUNICATIONS SERVICES" AND "CABLE SERVICES", INCLUDING ANY NEW OR IMPROVED HIGH BANDWITH SERVICES BASED ON EXISTING OR FUTURE TECHNOLOGIES, TELECOMMUNICATIONS SERVICES AND CABLE TELEVISION SERVICES TO RESIDENTS, BUSINESSES, SCHOOLS, LIBRARIES, NON-PROFIT ENTITIES, GOVERNMENTAL ENTITIES, AND OTHER USERS OF SUCH SERVICES, EITHER DIRECTLY OR INDIRECTLY, TO ANY AND ALL SERVICE AREAS, WITH PUBLIC OR PRIVATE SECTOR PARTNERS?
>
> [ ] YES
> [ ] NO

3. Said ballot question shall be voted upon only by Gunnison County, Colorado registered electors legally eligible to vote at the November 3, 2015 Coordinated Election.

4. The Designated Election Official is authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, but not limited to, mailing, posting and publishing notices of the Election, mailing the mail ballot packets. The costs of the election shall be paid by the County; provided that the County may elect to reimburse itself for such cost from assessments paid by property owners.

5. The officers and employees of the County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution, including, but not limited to, entering into an intergovernmental agreement with the County Clerk and giving notices of election required by the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, Colorado Revised Statutes).

6. All orders, bylaws and resolutions, or parts thereof, in conflict with this resolution, are hereby repealed.

7. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

8. This resolution shall be effective immediately upon its adoption by the Board and certification by the County Clerk.

ADOPTED AND APPROVED this 18th day of August, 2015.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Paula Swenson, Chairperson

By _____
Phil Chamberland, Vice Chairperson

By _____
Jonathan Houck, Commissioner

ATTEST:

_____
Deputy County Clerk

STATE OF COLORADO)
)ss.
COUNTY OF GUNNISON)

I, Kathy Simillion, the Clerk and Recorder of the County of Gunnison, Colorado do hereby certify that:

1. The foregoing pages are a true and correct copy of a resolution ("Resolution") passed and adopted by the Board of County Commissioners of the County of Gunnison, Colorado ("Board") at a regular meeting held on August 18, 2015.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the meeting of August 18, 2015 by an affirmative vote of a majority of the members of the Board as follows:

   Those Voting Aye: _____
   _____
   _____
   Those Voting Nay: _____
   Those Absent: _____
   Those Abstaining: _____

3. The members of the Board were present at such meeting and voted on the passage of such Resolution as set forth above.

4. Notice of the regular meeting of August 18, 2015 was posted at the official posting locations designated by the Board not less than twenty-four hours prior to the meeting in accordance with law.

WITNESS my hand and the seal of Gunnison County affixed this ____ day of _____, 2015.

CLERK AND RECORDER
OF THE COUNTY OF GUNNISON,
COLORADO (Seal)

_____
Kathy Simillion, Clerk and Recorder

ATTEST:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Consideration of Correspondence from Gunnison Coun

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Please see the attached documentation provided by the County Attorney's Office for consideration.

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/14/2015

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

Agenda Date: 8/18/2015

Revised April 2015

TOWN OF CRESTED BUTTE, COLORADO
P.O. Box 39
Crested Butte, Colorado 81224

GUNNISON COUNTY, COLORADO
200 E. Virginia Avenue
Gunnison, CO 81230

August 18, 2015

Patrick Pfaltzgraff
Director
Water Quality Control Division
Colorado Department of Public Health and Environment
WQCD-B2
4300 Cherry Creek Drive South
Denver, CO 80246

Re: Lucky Jack Permit CO-0035394

Dear Director Pfaltzgraff:

The Town of Crested Butte ("Town") and Gunnison County ("County") are submitting this letter to you regarding the Lucky Jack Permit CO-0035394 to discharge to Coal Creek. The discharge is associated with the mine owned by US Energy in Gunnison County. Coal Creek is the Town's drinking water supply. Coal Creek also is used for agricultural irrigation, and supports aquatic life and recreational activities, all of which are essential to the local economy. The Curecanti National Recreation Area, a major source of water for the entire western United States, is located approximately thirty (30) miles downstream of the discharge point. Recent financial statements calling into question the financial capacity of US Energy, and reports of mine pollution releases into the Animas River by EPA, have ignited the public's fears about the fate of Coal Creek should the treatment plant fail.

Last year, the Water Quality Control Division ("WQCD"); the Hazardous Materials and Waste Management Division; and the Division of Reclamation, Mining and Safety responded to and resolved water quality concerns raised by the proposed V-CUP that US Energy submitted for the mine. We are extremely appreciative of the rapid inter-agency expertise marshaled to resolve these V-CUP concerns. While we recognize that the WQCD has final responsibility for regulating the Lucky Jack discharge, we think that similar inter-agency collaboration might again be appropriate. The environmental and human health consequences of any release of untreated mine drainage are beyond our local government response capacity.

By way of background, a quick summary of the administrative proceedings surrounding the fourth renewal of Lucky Jack Permit CO-0035394 might be instructive. Between 2006 and 2009, the Town and County, together with the High Country Citizens' Alliance (now, High Country Conservation Advocates) requested that the WQCD impose certain

financial assurance conditions on the mine's discharge permit because the permit did not directly address what would happen if US Energy were no longer financially capable of complying with its discharge treatment requirements. When the WQCD determined that no such conditions would be imposed, the parties appealed, and ultimately, an administrative law judge decided the issue after a hearing. *See In re: CDPS Permit No. CO-0035394, U.S. Energy Corporation, Lucky Jack Project, WQ 2008-0003,* Order Regarding Respondents' Motion for Determination of Law and Motion *In Limine ("Order")* (Attachment A) and *WQ 2008-0003,* Initial Decision ("*Initial Decision*") (Attachment B). The judge decided that the WQCD has the authority to impose permit conditions that require US Energy to satisfy financial and other assurances[1], but he also found that the evidence presented by the parties did not warrant the imposition of such conditions *at that time*.[2] Most importantly, the judge found that the WQCD has broad authority to protect water quality, opening the door for creative problem solving going forward.[3] We understand that the Lucky Jack permit expired in 2013, and that WQCD has administratively continued the permit rather than completing any official permit renewal process.

As we mentioned earlier, US Energy is currently experiencing constrained financial conditions documented in the *U.S. Energy Corp. Reports Second Quarter 2015 Highlights and Selected Financial Results*, dated August 10, 2015 (Attachment C). For example, you will see that U.S. Energy reported a net loss of $6.3M, and that Wells Fargo Bank required US Energy to obtain waivers with respect to its financial covenants under its credit facility. US Energy's credit facility was reduced in April 2015 from $24.5M to $7.5M, of which $6M had been borrowed as of March 31, 2015. US Energy also failed to meet its NASDAQ listing requirement to maintain a minimum bid price of $1.00 per share for the last 30 or more consecutive business days. These circumstances, in addition to the net loss of $23.7M shown on *U.S. Energy Corp. Reports First Quarter 2015 Highlights and Selected Financial Results*, dated May 11, 2015 (Attachment D), all demonstrate that US Energy's financial condition is not good:

1. Production during the second quarter decreased approximately 6.4% from first quarter production as a result of normal production declines and fewer wells being drilled due to low commodity prices.

2. During the second quarter of 2015, the Company recorded a property impairment of $3.2M related to its oil and gas assets; during the first half of 2015, the Company recorded property impairments totaling $22.4M related to its oil and gas assets, which represents $0.80 of the $1.07 per share loss. The impairment is primarily due to a decline in the price of oil. There were no property impairments recorded during the first half of 2014.

---

[1] *Order*
[2] *Initial Decision*
[3] *Order*

3. The Company recognized $6.0M in revenues during the first half of 2015 as compared to $17.4M in revenues during the same period in 2014. The $11.4M decrease in revenue is primarily due to lower oil and gas prices and lower oil and gas sales volumes in the first half of 2015 as compared to the same period in 2014.

4. General and administrative expenses decreased by $312,000 during the second quarter of 2015, compared with the same period in 2014; general and administrative expenses decreased by $439,000 during the first half of 2015 compared to general and administrative expenses for the same time period in 2014.

5. Earnings before interest, income taxes, depreciation, depletion and amortization, accretion of discount on asset retirement obligations, non-cash impairments, unrealized derivative gains and losses and non-cash compensation expense was a $1.6M loss for the first half of 2015.

6. Adjusted Net Income (Loss), a non-GAAP measure that excludes non-recurring items and mark-to-market gains and losses on derivative instruments, was an Adjusted Net Loss of $7.1M during the first half of 2015, or $0.25 per basic and diluted share.

7. During these times of reduced commodity pricing, the Company has, along with its partners, opted to dramatically reduce drilling and capital expenditures in order to preserve capital and in-ground value for more robust times.

This financial condition is especially alarming because the treatment plant uses outdated technology and has now exceeded its expected life by almost 20 years.

We respectfully request that the WQCD reopen the permit renewal process for Lucky Jack Permit CO-0035394 and also work with other state and federal agencies to impose financial requirements or take other actions to protect the public against the environmental and human health catastrophe that would ensue if US Energy failed to operate the water treatment plant. By taking action now, we believe that the state can resolve this issue before there is a problem. Waiting until the problem rises to the level of a CERCLA enforcement action is an untenable alternative because of the environmental and human health consequences that would precede such an action.

We look forward to your response and working closely with the Division on these very important and time-sensitive matters.

Respectfully,

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY

By: _____
Paula Swenson, Chairperson

Attachments
cc: Martha Rudolph
Ginny Brannon
Ron Falco
Janet Kiehler
Andrew Ross
Gary Baughman
Tony Waldron
Bruce Stover
John Belkin
David Baumgarten

STATE OF COLORADO OFFICE OF ADMINISTRATIVE COURTS 633 17th Street, Suite 1300 Denver, Colorado 80202	
In Re: CDPS Permit No. CO-0035394, U.S. Energy Corporation, Lucky Jack Project,	▲ COURT USE ONLY ▲ CASE NUMBER: WQ 2008-0003
ORDER REGARDING RESPONDENTS' MOTION FOR DETERMINATION OF LAW and MOTION *IN LIMINE*	

This matter is before the ALJ upon motion of the Respondents Water Quality Control Division and U.S. Energy, for a determination of law and an order limiting Petitioners' evidence. Petitioners Gunnison County, Town of Crested Butte, and High County Citizens' Alliance, oppose the motions.

Background and Issues

In July 2008, the Department of Public Health and Environment, Water Quality Control Division (Division) issued a permit to U.S. Energy to discharge treated affluent from the Lucky Jack Mine Industrial Wastewater Treatment Plant into Coal Creek, which is the water supply for the Town of Crested Butte (the Town). Petitioners challenge the permit, contending that to be effective it must contain financial assurances that U.S. Energy is able and committed to the uninterrupted operation of the plant. According to Petitioners, failure of U.S. Energy to fulfill its obligation to operate the plant would quickly result in overflow of the plant's capacity and release of untreated polluted water into the Town's water supply. Hearing of the merits of this challenge is now scheduled for May 28, 2009 at 10:00 a.m.

On April 9, 2009, Respondents filed a Motion for Determination of Question of Law and *In Limine* Evidentiary Ruling. The thrust of the motion is that the Division has no authority to impose the financial assurances Petitioners seek. In this regard, the positions of the Division and U.S. Energy differ somewhat. U.S. Energy contends that the Division is totally without express or implied authority to impose financial assurances as part of the permitting process. The Division, on the other hand, agrees that while it has no express authority to do so it may have implied authority to do so in an appropriate case, but this is not such a case. Petitioners take the position that the Division has authority to impose financial assurances and should have done so.

Hearing of the motion was held at the Office of Administrative Courts April 22, 2009. In attendance were David M. Baumgarten, Gunnison County Attorney, John Belkin,

ATTACHMENT A

Attorney for the Town of Crested Butte, Jeff Parsons, Attorney for High Country Citizens' Alliance, Trisha L. Culp, Assistant Attorney General representing the Division, and Adam S. Cohen, Attorney for U.S. Energy. Having considered the briefs and arguments of the parties, the ALJ concludes that the Division does have implied authority to require financial assurances. Whether it properly refused to do so in this case may only be determined after an evidentiary hearing.

Undisputed Facts Relevant to Determination of This Motion

The following relevant facts are undisputed:

1. U.S. Energy is a publicly traded corporation that owns certain mining property northwest of the Town known as the Mount Emmons molybdenum property (the Property).

2. In approximately 1981, pursuant to a CDPS permit issued by the Division, a prior owner of the Property completed construction of a water treatment facility (WTF) for the purpose of treating polluted runoff from the Property.[1]

3. As a subsequent owner of the Property, responsibility for operating the WTF now rests with U.S. Energy.

4. If, for any reason, the WTF ceased to operate, its storage capacity would overflow and untreated water would be discharged into Coal Creek at a point above which the Town takes its water supply.

5. In July 2008, after a public comment period, the Division issued a fourth renewal of the permit to U.S. Energy.

6. During the public comment period, Petitioners submitted comments requesting the Division to impose financial assurances as conditions of the permit. Those assurances included, 1) a review by the Division and the Colorado Attorney General of U.S. Energy's corporate structure to ensure it has adequate financial resources to operate the facility into the future; 2) a requirement that U.S. Energy maintain a prepaid operating contract to ensure the facility continues to operate uninterrupted; and 3) a requirement that U.S. Energy issue to the Division an appropriate irrevocable security to guarantee ongoing performance of the requirements of the permit.

7. The Division has thus far not imposed any financial assurances as a condition of the permit.

Discussion and Orders

The Permitting System

The Colorado Water Quality Act of 1987 (CWQA), §§ 25-8-101 to 703, C.R.S., was enacted "in the exercise of the police powers of this state for the purpose of protecting the health, peace, safety, and general welfare of the people of this state." Section 25-8-102(3), C.R.S. In the legislature's opinion, "the protection of the quality of state waters and the

[1] CDPS is the Colorado Discharge Permit System. The permit in question is CDPS Permit Number CO-0035394.

prevention, abatement, and control of water pollution are matters of statewide concern and affected with a public interest." *Id.* To this end, the legislature invested the Water Quality Control Commission and the Water Quality Control Division with "final authority in the administration of water pollution prevention, abatement, and control." Section 25-8-102(4), C.R.S.

As part of its overall scheme of water quality control, the legislature implemented a permitting system whereby any person discharging any pollutant into any state water must first obtain a permit from the Division. Sections 25-8-501 to 509, C.R.S. The Commission was charged with adopting regulations "necessary and proper for the orderly and effective administration of permits," and directed that such regulations "be in furtherance of the policy contained in section 25-8-102." Section 25-8-501(3), C.R.S. The legislature further specified that the regulations may include, "among other matters," conditions pertaining to a list of topics relating to the facility ownership, nature and location of the effluent, facility specifications, monitoring, record-keeping, restrictions on permit transfer, and the like. Section 25-8-501(3), C.R.S.

The Division is charged with responsibility to evaluate permit applications and give members of the public the opportunity to submit written comments on the application. Section 25-8-502(3), C.R.S. The Division then must act upon the application in accordance with the regulations promulgated by the Commission. Section 25-8-503(1)(a), C.R.S. In so doing, it must take such action consistent with the Commission's regulations "as may be necessary to prevent, abate, and control pollution." Section 25-8-308(1)(g), C.R.S. The Commission's regulations, in turn, direct that any permit issued by the Division "contain such terms and conditions as the Division determines to be necessary to ensure compliance with applicable control regulations, water quality standards, and the state and federal [water quality control] Act." 5 CCR 1002-61, § 61.8(3)(f).

Financial Assurances as a Permit Condition

U.S. Energy argues that the Division has no authority to impose financial assurances as a permit condition because financial assurances are not expressly mentioned in § 25-8-501(3), C.R.S. as a type of restriction that the Commission may authorize by regulation, nor were financial assurances expressly adopted by the Commission as a permissible permit condition in regulation § 61.8(3). U.S. Energy contends that the directive in regulation § 61.8(3)(f) that any permit issued "contain such terms and conditions as the Division determines necessary" is not blanket authority for the Division to include any type of condition without limit, but must be interpreted to refer back to the conditions specifically enumerated in § 61.8(3)(b). That section states that permit conditions "will implement, among other matters, procedures, requirements and restrictions" with respect to a number of topics related to facility ownership, nature and location of the discharge, effluent limitations, facility specifications, monitoring and record-keeping, and the like, but do not specifically include financial assurances.

The ALJ rejects U.S. Energy's contention for several reasons. First, nothing in § 61.8(3) specifically limits the Division to just the matters itemized in § 61.8(3)(b). To the contrary, the scope of § 61.8(3) is expansive, extending to such terms and conditions "as the Division determines to be necessary to ensure compliance ...." Section 61.8(3)(f).

Furthermore, the topics identified in § 61.8(3)(b) are not exclusive, but are "among other matters" which may be addressed by permit conditions.[2] This language closely tracks the Division's enabling statute, which states that the regulations promulgated by the Commission "may pertain to and implement, *among other matters*, permit and permit application contents, procedures, requirements, and restrictions with respect to the following ...." Section 25-8-501(3), C.R.S. (*italics* added).

Second, broad authority to impose financial assurances, when such conditions are reasonably necessary to ensure compliance, is consistent with CWQA's "purpose of protecting the health, peace, safety, and general welfare of the people of this state" by "the prevention, abatement, and control of water pollution." Section 25-8-102(3), C.R.S. To this end, the legislature gave the Division authority to take "such action in accordance with rules and orders promulgated by the commission as may be necessary to prevent, abate, and control pollution." Section 25-8-308(1)(g), C.R.S. Although the constitutional doctrine of separation of powers mandates that agencies act only within the scope of their delegated authority, "it is also well-established that agencies possess implied and incidental powers filling the interstices between express powers to effectuate their mandates." *Hawes v. Colorado Div. of Ins.*, 65 P.3d 1008, 1016 (Colo. 2003).

Third, the ALJ finds persuasive the rationale of *Montgomery Environmental Coalition v. Costle*, 646 F.2d 568 (D.C. Cir. 1980). In *Costle*, the EPA argued that it lacked authority under the Federal Water Pollution Control Act (the Act) to impose permit conditions that would place a moratorium upon sewer hookups and impose land treatment alternatives. The petitioners asked the EPA to impose these permit conditions to reduce the risk that a waste water treatment facility would become overwhelmed and discharge raw sewage into the Potomac River. The EPA countered that the Act did not give it the explicit authority to impose such conditions. In rejecting the EPA's argument, the court emphasized the "crucial role" that the permitting system plays in ensuring water pollution control, and that permitting is a "primary means ... for achieving ... effluent limitations." *Id.* at 586. The court therefore found that the statutory language granting the EPA authority to issue permits subject to "such conditions as the Administrator determines are necessary to carry out the provisions of this Act" provided "considerable flexibility in framing the permit to achieve a desired reduction in pollutant discharges." *Id* (citation omitted). The court found the EPA's "posture of powerlessness unconvincing." *Id.* at 588. "Given the great reliance Congress has placed on the permit process as the means of finally achieving water quality standards, we see no reason to deduce from this grant of an additional enforcement mechanism an intention to reduce the Administrator's flexibility in fashioning permit conditions that 'assure compliance' with the Act." *Id.* at 588. "So long as there is a *rational connection* between the condition and the assured attainment of the effluent limitations, there is statutory authority to impose it." *Id.* at 587 (*italics* added).

The fact that *Costle* did not involve financial assurances does not detract from the persuasiveness of its opinion, or its analogy to the CWQA. Given Colorado's goal of protecting the public health by controlling water pollution and the key role the permitting

---

[2] "The conditions set forth in permits will implement, *among other matters*, procedures, requirements, and restrictions with respect to the following ..." Section 61.8(3)(b)(*italics* added).

system plays in that effort, a "posture of powerlessness" is just as inconsistent with the purpose of the CWQA as it was with respect to the federal act. The Commission has appropriately recognized that fact by directing the Division to impose "such terms and conditions as the Division determines to be necessary to ensure compliance" with water quality control standards. Section 61.8(3)(f). Consistent with the legislative purpose of the CWQA and the rationale of *Costle*, the Division may impose financial assurances, so long as there is a "rational connection" between that condition and the assured attainment of the effluent limitations.

The ALJ also rejects U.S. Energy's argument that the legislature implicitly excluded financial assurances as a condition permissible under § 25-8-501 when it expressly included a requirement of financial assurances within a statute regulating commercial swine feeding operations. *See* § 25-8-501.1(4)(d), C.R.S. The fact that the legislature expressly describes agency authority in one instance does not compel the conclusion that the absence of such a provision elsewhere strips the agency of its implied authority. *Hawes, supra* at 1017 (specific grant of agency authority to impose attorney's fees in one statute "does not compel the conclusion that the absence of such a provision precludes an agency from granting attorneys' fees where authority can be implied.")

The ALJ therefore finds that the Division has the implied authority to impose financial assurances as a permit condition when there is a rational connection between the condition and the assured attainment of the effluent limitation.

A Dispute Remains as to Whether Financial Assurances Are Necessary

Having determined the Division has implied authority to impose financial assurances as a permit condition, the ALJ must next consider whether the Division properly refused to do so. Petitioners argue that the Division did not give adequate consideration to their requests, and that the proper remedy is to remand the matter to the Division to reopen public comment and afford that consideration now. U.S. Energy, on the other hand, contends that even if the Division has the authority to impose financial assurances, a remand to the Division is unnecessary because the record is clear that the Division gave consideration to Petitioners' requests, and appropriately determined that financial assurances were unnecessary.

The record before the ALJ shows that the Division did entertain Petitioner's requests during the public comment period. In his deposition, Gary Beers, a Division permit writer involved in drafting the U.S. Energy permit, testified that the Division "considered all information we received."[3] Presumably, this included Petitioners' comments regarding the need for financial assurances. Mr. Beers, however, explained that the Division found the circumstances of this permit did not represent a "unique situation" justifying the imposition of financial assurances. Specifically, Mr. Beers pointed out that this permit involved renewal of an existing permit, and that there was no "pattern of noncompliance, erratic operation of the plant, high turnover of operators and inadequately trained operators ... the primary staring point is, again, for an existing facility is there reason looking on its history

[3] Beers deposition, p. 150, lines 14-22.

that it warrants additional attention beyond what is normally given to a facility."[4] In fact, according to Beers, "the district engineers' inspections always complimented that the plant was being operated more than adequately."[5] Finally, Mr. Beers testified that although the Division had not yet imposed financial assurances in any of its permits, "if they [the Division] had felt the circumstances warranted this action, they would have taken it, even though it would be the first one."[6]

Beers' deposition is consistent with the Division's published responses to Petitioners' public comments during the permitting process, which show the Division considered Petitioners' requests for financial assurances. Consistent with the position it has taken at this hearing, the Division did not outright reject Petitioners' requests for financial assurances as being beyond its authority. Although it pointed out that it does not have "express authority" to require financial conditions and does not routinely review a permittee's financial ability or capability to fulfill the obligations of permit terms and conditions, it stated that it would "pursue a good-faith exercise under some of its broad powers and impose additional conditions on the transfer [of a permit], or deny the transfer ... [if] ... evaluations of financial and technical capabilities were essential to the Division's decision on preventing and/or controlling water pollution under the permit holder." The Division decided, however, "that the circumstances of this permit did not represent this unique situation."[7]

Given that the Division did consider Petitioners' comments and did appropriately recognize its implicit authority to impose financial assurances if necessary, it is not necessary to return this matter to the Division for reconsideration now. That, however, does not resolve Petitioners' complaint that, "Under the circumstances specifically surrounding this Permit, the Division should exercise its express and inherent powers to require a financial responsibility mechanism."[8] That is to say, Petitioners' directly challenge the Division's decision to not impose financial assurances.

Whether financial assurances are necessary under the circumstances of this case is a disputed issue of ultimate fact. U.S. Energy essentially seeks summary judgment as to this issue. Summary judgment, however, is only proper when the pleadings, affidavits, depositions, or admissions show that there is no genuine issue as to any material fact, and that the moving party is entitled to judgment as a matter of law. C.R.C.P. 56(c). The burden of establishing the nonexistence of a genuine issue of material fact is on the moving party. *Continental Airlines, Inc. v. Keenan*, 731 P.2d 708 (Colo. 1987). The nonmoving party is entitled to the benefit of all favorable inferences that may reasonably be drawn from the undisputed facts. *Peterson v. Halsted*, 829 P.2d 373 (Colo. 1992). Even where it is extremely doubtful that a genuine issue of fact exists, summary judgment is not appropriate. *Mancuso v. United Bank*, 818 P.2d 732, 736 (Colo.1991)(citations omitted).

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[4] Beers deposition, p. 139, line 17 to p. 140, line 6.

[5] Beers deposition, p. 141, line 24 to p. 142, line 1.

[6] Beers deposition, p. 142, line 20 to p. 143, line 5.

[7] U.S. Energy Exhibit 20, Public Notice Comments, Colorado Discharge Permit System (CDPS) Summary of Rationale, p. 25.

[8] *See* Request for Adjudicatory Hearing, p. 4.

Given the existence of a genuine issue as to whether the circumstances in this case require the imposition of financial assurances, the ALJ may not dispose of this matter upon the existing record, but may make the decision only after a proper hearing giving all parties the opportunity to present their relevant evidence. Summary judgment is therefore denied.

Burden of Proof at Hearing

Pursuant to Commission regulation § 61.7, permit adjudicatory hearings are conducted pursuant to § 24-4-105 of the Administrative Procedure Act (APA). Section 24-4-105(7) of the APA, in turn, places the burden of proof upon "the proponent of an order." The proponent of an order is the party seeking to change the status quo. *Orsinger Outdoor Advertising, Inc.* v. *Dept. of Highways*, 752 P.2d 55, 67 (Colo. 1988); Renteria v. *State Dept. of Personnel*, 811 P.2d 797, 803 (Colo. 1991). Here, Petitioners are the parties seeking to change the status quo by forcing the Division to impose upon the U.S. Energy permit financial assurances that do not presently exist. Therefore, at the hearing, Petitioners bear the burden of proof.

Respondents' Motion in Limine

Respondents seek to suppress any evidence offered by Petitioners that goes beyond the scope of what was considered or presented to the Division during the permitting process. In support of this motion, the Division relies upon regulation § 61.7(c), which states that during a permit adjudicatory hearing, "Only *issues of law or fact* raised by the applicant or other person prior to an adjudicatory hearing may be raised at the adjudicatory hearing." *Italics* added. This rule is logical in that it does not permit a petitioner to unfairly expand the scope of the *issues* beyond those presented to the agency during the permitting process. The rule, however, does not necessarily limit the *evidence* offered at a hearing. Evidence relevant to a properly raised issue of law or fact is not excluded simply because it was not previously considered by the Division.

That is not to say all evidence Petitioners wish to offer is admissible. The material issue before the ALJ is whether circumstances existing at the time the Division issued the current U.S. Energy permit requires financial assurances to ensure permit compliance. Evidence remote in time, involving other owners of the WTF, or otherwise tenuously related to the issue is unlikely to be relevant and may be excluded upon timely objection.

The ALJ therefore declines to grant Respondents' broad motion *in limine*, but will rule upon objections to the relevancy of evidence on a case-by-case basis at the hearing.

Hearing Date

By agreement of the parties, the hearing is rescheduled for **10:00 a.m.** on **May 28, 2009** at the Office of Administrative Courts, 633 17th Street, 14th Floor, Denver, CO 80202.

Done and Signed
May 5, 2009

ROBERT N. SPENCER
Administrative Law Judge

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the above **ORDER REGARDING RESPONDENTS' MOTION FOR DETERMINATION OF LAW and MOTION *IN LIMINE BY*** facsimile and placing same in the U.S. Mail, postage prepaid, at Denver, Colorado to:

Adam S. Cohen, Esq.
Davis Graham & Stubbs, LLP
1550 17th Street, Suite 500
Denver, CO 80202
Fax: (303) 893-1379

David Baumgarten, Esq.
County Attorney, Gunnison County
Gunnison County Attorney's Office
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Jeff Parsons, Esq.
Western Mining Action Project
P.O. Box 349
Lyons, CO 80540
Fax: (303) 823-5732

and by courier pickup on: Trisha Culp, Assistant Attorney General, Natural Resources Section, 1525 Sherman Street, 5th Floor, Denver, CO 80203, (Fax: 303-866-5691) on this 5 day of May, 2009.

Office of Administrative Courts

and by facsimile to all parties on this 5 day of May, 2009.

Office of Administrative Courts

STATE OF COLORADO OFFICE OF ADMINISTRATIVE COURTS 633 17th Street, Suite 1300 Denver, Colorado 80202	
In Re: CDPS Permit No. CO-0035394, U.S. Energy Corporation, Lucky Jack Project,	▲ COURT USE ONLY ▲ CASE NUMBER: **WQ 2008-0003**
INITIAL DECISION	

This matter is before the ALJ upon request of the Board of County Commissioners for the County of Gunnison (the "County"), the Town of Crested Butte (the "Town"), and High Country Citizen's Alliance ("HCCA"), for an adjudicatory hearing pursuant to § 25-8-401, C.R.S. of the Colorado Water Quality Control Act ("CWQCA"). Hearing was held October 2, 2009, at the Office of Administrative Courts in Denver, Colorado. Closing arguments were taken by telephone conference October 8, 2009. The County was represented by David M. Baumgarten, County Attorney, and the Town was represented by John Belkin, Town Attorney. HCCA was not represented at the hearing.[1] The respondents in this matter are the Water Quality Control Division of the Colorado Department of Public Health and Environment (the "Division"), and U.S. Energy Corporation ("U.S. Energy"). The Division was represented by Trisha L. Culp, Assistant Attorney General, and William C. Allison, First Assistant Attorney General. U.S. Energy was represented by Adam S. Cohen, Esq. and R. Kirk Mueller, Esq., Davis Graham & Stubbs LLP.

Background and Issue

In July 2008, the Division issued to U.S. Energy a renewal of a permit to discharge treated effluent from the Lucky Jack Mine Industrial Wastewater Treatment Plant (the "Treatment Plant") into Coal Creek, downstream from the Town's water supply. The County, the Town, and HCCA (the "Petitioners") challenge the permit, contending that to be effective it must contain financial assurances that U.S. Energy is able and committed to the uninterrupted operation of the Treatment Plant. According to Petitioners, failure of U.S. Energy to fulfill its obligation to operate the plant could result in overflow of untreated effluent into Coal Creek and possibly the Town's water supply. The Division and U.S. Energy (the "Respondents") oppose Petitioners' request, contending that financial

[1] Jeff Parsons, Esq., Western Mining Action Project, entered an appearance for HCCA but did not appear at the hearing.

ATTACHMENT B

assurances are not necessary in the absence of any unique circumstances demonstrating that without such assurances U.S. Energy would likely fail to comply with its responsibility to operate the plant within the permit limitations.

In response to a pre-hearing motion filed by Respondents, the ALJ previously determined that the Division has inherent authority under the CWQCA and the statute's implementing regulations to impose financial assurances as a permit condition when "necessary" to ensure compliance with the permit. The issue at the hearing, therefore, was confined to whether such financial assurances were necessary. For reasons explained below, the ALJ concludes that Petitioners have not sustained their burden of proving that financial assurances are necessary to ensure compliance. The Division's decision not to impose financial assurances as a condition of U.S. Energy's permit is, therefore, affirmed.

Findings of Fact

History of the Permit

1. The property involved in this case is an underground mining complex known as the Mount Emmons Molybdenum Project. It is located several miles northwest of the Town in Gunnison County. An inactive lead-zinc mine, known as the Lucky Jack Mine, is located on the property. The property, including the Lucky Jack Mine, is currently owned by U.S. Energy.

2. The property is located within the watershed for Coal Creek, which supplies the Town's drinking water. Coal Creek and the downstream waters into which it empties also support wetlands, recreational areas, and a fish hatchery.

3. The Lucky Jack Mine was first developed in the 1950s by a previous owner. At the time, mine "adits" were constructed that allowed mine drainage into Coal Creek.[2] In addition to water, the drainage included trace metals such as copper, zinc, lead, cadmium and possibly mercury. Some of these components, like lead, cadmium, and mercury, may present hazards to human health, aquatic life, and agriculture.

4. The Lucky Jack Mine has not been active since the mid-1970s, but it continues to discharge a substantial amount of drainage.

5. At some point, U.S. Energy acquired ownership of the property and leased it to AMAX, Inc. to undertake an exploration program for molybdenum.

6. In 1979, the Division issued AMAX a CDPS permit no. CO-0035394 (the "Permit"),[3] which included as a condition the construction of an industrial wastewater treatment facility (the Treatment Plant) for the purpose of treating polluted drainage, or "effluent," from the property prior to the effluent's discharge into Coal Creek. In 1981, AMAX completed the Treatment Plant and began its operation.

7. AMAX and its corporate successors continued to operate the Treatment Plant through February 2006 when, as the result of litigation, U.S. Energy, as owner of the property, agreed to accept responsibility for operation of the Treatment Plant.

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[2] An adit is a mine tunnel or bore.

[3] CDPS is the Colorado Discharge Permit System.

8. In February 2006, U.S. Energy applied to have the Permit transferred to its name.

9. CDPS permits are typically valid for five years and are subject to renewal. The Permit has been renewed several times since originally issued in 1979.[4] A fourth renewal was pending when U.S. Energy assumed responsibility for the Treatment Plant in February 2006.

10. The Permit contains limitations on the effluent that may be discharged from the Treatment Plant, including seasonal limitations on daily flow rate as well as limitations on pollutant concentrations. The Permit also contains monitoring requirements, routine reporting requirements, and noncompliance notification requirements.

11. The Treatment Plant's wastewater treatment system has not changed since the previous renewal of the Permit, nor have there been any exceedances during the prior permit period.[5]

12. In June 2006, the Division's District Engineer conducted a Reconnaissance Compliance Inspection to evaluate the operation of the Treatment Plant under U.S. Energy's ownership. The inspection disclosed no permit violations. Exhibit B-15.

13. During the public comment period on the fourth renewal, Petitioners sought, among other things, amendments to the Permit requiring financial assurances to guarantee that U.S. Energy complied with its obligation to continue operating the Treatment Plant. Petitioners sought three forms of financial assurances: (1) a requirement that U.S. Energy maintain a prepaid contract for operation of the Treatment Plant, (2) a requirement that U.S. Energy provide a financial bond to ensure its long term operation of the Treatment Plant and, (3) a review of U.S. Energy's corporate structure by the Colorado Attorney General's Office to confirm that U.S. Energy has the resources to operate the Treatment Plant.

14. The U.S. Forest Service also submitted comments including a request that the Division consider requiring a default bond as a condition of the permit.[6] Exhibit B-11.

15. The Division presently manages 30 to 40 CDPS permits applicable to metal mines. None of these permits contain financial assurances, and the Division has never before required financial assurances as a condition of any CDPS permit. The Division nonetheless considered Petitioners' request for financial assurances in this case, but found insufficient reason to impose them at this time. The Division, therefore, approved the renewal permit on July 30, 2008. State Exhibit 1.[7]

16. On August 28, 2008, Petitioners made a timely request for an adjudicatory

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[4] A permit holder must apply for renewal six months prior to expiration of the previous permit. Due to the time necessary for processing the application, including consideration of public comments, a renewal permit may not be issued for many months after the prior permit has expired. During this time, the previous permit typically remains in effect.

[5] An "exceedance" or "excursion" occurs if the plant outfall exceeds any of the Permit limitations.

[6] The U.S. Forest Service, however, did not join Petitioners' request for an adjudicatory hearing.

[7] Pursuant to Permit Part II, ¶ B.5, the Division may modify the Permit if it receives new information that would justify the application of different permit conditions.

hearing to challenge the Division's decision.

U.S. Energy

17. U.S. Energy is a publicly traded company with corporate offices in Riverton, Wyoming.

18. The Permit, Part II, ¶ A.9, requires U.S. Energy to "at all times properly operate and maintain all facilities and systems of treatment and control" necessary to comply with the Permit limitations.

19. In the three-and-a-half years U.S. Energy has been responsible for operating the plant, it has not exceeded any Permit limits.

20. It costs U.S. Energy approximately one million dollars a year to operate and maintain the Treatment Plant.

21. No evidence was presented at the hearing that U.S. Energy is financially stressed or in risk of becoming financially unable to operate the plant. There is no evidence it is unable to meet the Permit terms for any reason, or that it has ever threatened to not comply with those terms.

22. Though Petitioners speculate that there is no economic incentive for U.S. Energy to continue to operate the plant, the evidence adduced at the hearing does not prove this to be true. U.S. Energy has been exploring arrangements with other companies to mine molybdenum deposits on the property. The property therefore may well have a value that makes it economically advantageous for U.S. Energy to maintain the Treatment Plant in good working order. Furthermore, if U.S. Energy abandoned its responsibility to operate the plant, it would be subject to significant fines for failure to comply with the Permit.

23. Division regulators have, thus far, found U.S. Energy to be "very responsive" in its communications with the Division.

The Treatment Plant

24. The Treatment Plant is a complex of channels, pipelines, holding ponds, dams, treatment equipment, and buildings located approximately two-and-a-half miles west of the Town and just north of County Road 12 (Kebler Pass Road) and Coal Creek. USE Exhibit 5.

25. Drainage discharges from the mine at what is known as the 2160 Level Portal, where it enters one of two underground transmission pipelines that transfers it to one or more holding ponds pending processing by the Treatment Plant. The pipelines are redundant such that one can be closed for maintenance while the other one is active.[6]

26. The Treatment Plant also collects and treats seepage from a reclaimed tailings pile.

27. The Treatment Plant is composed of two independent "trains" that process

[6] There is a third, older, pipeline that is inactive but could be used if necessary.

the contaminated effluent. The treatment process includes a lime neutralization, flocculation, floatation, and filtration process commonly used within the industry to remove metals from mine wastewater. Treated effluent, known as "outfall," is discharged from the plant through a concrete box and into a six to seven foot deep unlined ditch that empties into Coal Creek at a point 75 feet below, or downstream, from the intake to the Town's drinking water system.

28. The stream segment into which the outfall is discharged (COGUUG12) is classified for aquatic, recreational, and agricultural uses, but not as a drinking water supply. The stream segment immediately upstream from the discharge point (COGUUG11), which contains the Town's water intake, is classified as a drinking water supply. State Exhibit 5.

29. The Treatment Plant has a design capacity to treat 2.2 million gallons of wastewater per day. The Permit, however, limits plant outfall to no more than .75 million gallons per day in July through September (Outfall 001B) and no more than .675 million gallons per day (Outfall 001A) in the remaining months.

30 Because of its two redundant treatment trains, one train can be shut down for maintenance while the second train continues to process effluent.

31. Sludge from the treatment process is collected, mixed with a concrete stabilizer, and then shipped from the plant in trucks.

32. The natural topography of the land surrounding the Treatment Plant generally slopes south and east toward Kebler Pass Road and Coal Creek at a point above the Town's water supply intake. USE Exhibit 4. However, no evidence was produced at the hearing that untreated effluent has ever escaped the Treatment Plant to enter the Town's water supply or is ever likely to do so.

33. Storm water runoff is the subject of a different permit, and not the CDPS permit in question. There is no evidence U.S. Energy is in violation of its storm water runoff permit.

34. Some storm water and snow melt may enter the treatment system, but there is no evidence that such runoff has caused the Treatment Plant to exceed its Permit limitations, nor is there evidence it is likely to do so in the future.

35. The plant typically operates from 6 a.m. to 4 p.m. every day of the year. During hours of operation, an appropriately certified operator is on-site to ensure the proper operation of the plant. On-site security services protect the plant when not in operation.

36. During the hours that the plant is not operating, effluent collects in a pond that stores the water until the plant begins operation the following morning.

37. The plant complex includes a series of emergency surge ponds to handle effluent flows for several days should the plant cease to operate for any reason. If the plant shuts down emergently, effluent flow automatically diverts to the surge ponds.

38. Given the overflow capacity of the treatment plant, it can store eight to thirteen days of untreated wastewater depending upon the time of the year. In addition, if the plant's maximum storage capacity is approached, the mine bulkhead could be closed stopping the flow of effluent from the mine. It is not clear from the evidence presented at

the hearing how long the bulkhead could remain closed.

39. No evidence was produced at the hearing that any surge pond has ever overflowed and discharge effluent into Coal Creek, or that it is ever likely to do so.

40. The Treatment Plant is designed such that in the unlikely event it remained shut down to the point that its overflow capacity was exceeded, untreated effluent would be diverted to Coal Creek below the Town's water supply intake.

The Plant Operator

41. To fulfill its obligations under the permit, U.S. Energy contracts with Frank Environmental Services, Inc. ("FES") to operate the Treatment Plant on its behalf.

42. FES also operated the plant under contract with U.S. Energy's predecessor and has operated the plant continuously since January 1, 2006.

43. FES is a professional treatment plant operator that operates plants in several states, including one other plant in Colorado. It has been in business for 14 years.

44. Colorado law requires that the individual who has responsibility for operation of the Treatment Plant have at least a Class C certificate of competency to operate an industrial wastewater treatment plant.[9] Currently, FES's plant manager is Mr. Todd Marshall. Mr. Marshall holds a Class A certificate, which exceeds the legal requirement to operate the Treatment Plant. Mr. Marshall has worked at the plant for the past 17 years.[10]

45. FES maintains a supply of critical spares on site so that if an equipment failure occurs, repair can be made promptly without waiting for a spare to be ordered and delivered. When a spare is used, FES orders a replacement so that a spare is on hand at all times.

46. Pursuant to the Permit, U.S. Energy and FES are required to monitor the quality of the discharged effluent at three separate points known as MON 1, MON 2, and MON 3. MON 1 is located in the effluent stream within the plant building immediately prior to discharge from the building. MON 2 is located in the effluent channel immediately prior to its discharge into Coal Creek. MON 3 is located in a ditch known as the North Interceptor Channel prior to its confluence with the effluent channel.

47. As a condition of its contract, FES must maintain the quality of the Treatment Plant's effluent within the limits required by the Permit.

48. FES's owner, James Frank, has 37 years experience in environmental matters, including 18 years with the Illinois Environmental Protection Agency. His philosophy in operating the Treatment Plant is to maintain long-term reliability and preservation of the plant by a program of planned and preventative maintenance. His goal is to maintain pollutants "way below" the required limits, and not "just get by."

49. In the time FES has operated the plant, it has never exceeded permit limits.

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[9] *See* §§ 25-9-101 to 110, C.R.S. and 5 CCR 1003-2, §100.6.

[10] Mr. Marshall was employed by the previous operator.

50. FES and U.S. Energy have an Operating & Maintenance Services Agreement (the "Contract") by which FES is contractually obligated to operate the Treatment Plant. USE Exhibit 6. The most current Contract is dated August 12, 2008, and extends through December 31, 2011. FES's contract performance has been acceptable and the parties anticipate renewing the contract upon expiration in 2011.

51. The Contract requires FES to operate the plant "in accordance with Applicable Law and prudent industry practices," and to maintain the plant "at a level adequate for the efficient, long-term reliability and preservation" of U.S. Energy's capital investment in the plant, and "to ensure the ability to treat water in accordance with Applicable Law before delivering it to Coal Creek." The parties interpret this to include compliance with the terms of the Permit.

52. The Contract requires FES to bill U.S. Energy in arrears for its services, and is thus not a "prepaid" contract. FES has never experienced a problem with U.S. Energy paying its bills on time, or with U.S. Energy contesting expenses FES has incurred in maintenance of the plant.

Possibility of Abandonment or Other Event Resulting in Discharge of Untreated Effluent into Coal Creek

53. The Division does not have staff or funding adequate to operate the Treatment Plant should U.S. Energy ever abandon its responsibility to do so. However, given U.S. Energy's track record of compliance and the absence of any evidence that it is financially strained or has any incentive to abandon operation of the plant, the ALJ finds no imminent threat that U.S. Energy will fail to perform its permit obligations.

54. Given FES's lengthy experience and demonstrated competence, coupled with its contractual obligations and plant operation maintenance and philosophy, the ALJ finds no imminent threat that FES will fail to operate and maintain the Treatment Plant in accordance with the Permit requirements.

55. Given the design of the plant, including its overflow capacity, topography, and redundant treatment trains, together with the demonstrated competence of FES and its staff, FES's lengthy experience operating the Treatment Plant, its philosophy of preventative and planned maintenance, and its history of plant operation without permit violation or discharge of untreated effluent into Coal Creek, the ALJ finds that the probability of a plant failure that would result in untreated effluent being discharged into Coal Creek to be very low.

56. Although mudslides, avalanches, or other natural phenomena could occur to temporarily interfere with Treatment Plant operations, FES is obligated and committed to effect prompt repairs. No evidence was produced at the hearing that, given the plant's emergency storage capacity, discharge of untreated effluent into Coal Creek would likely result before such repairs could be accomplished.

57. Furthermore, the design of the Treatment Plant and the topography of the surrounding area make it unlikely that if untreated effluent did escape the plant, it would

enter Coal Creek above the Town's water supply intake under any realistic scenario.[11]

58. In summary, the preponderance of the credible evidence does not demonstrate that the financial assurances sought by Petitioners are necessary to ensure permit compliance.

Discussion

The Permitting System

The Colorado Water Quality Control Act of 1987 (CWQCA), §§ 25-8-101 to 703, C.R.S., was enacted "in the exercise of the police powers of this state for the purpose of protecting the health, peace, safety, and general welfare of the people of this state." Section 25-8-102(3), C.R.S. In the legislature's opinion, "the protection of the quality of state waters and the prevention, abatement, and control of water pollution are matters of statewide concern and affected with a public interest." *Id.* To this end, the legislature invested the Water Quality Control Commission and the Water Quality Control Division with "final authority in the administration of water pollution prevention, abatement, and control." Section 25-8-102(4), C.R.S.

As part of its overall scheme of water quality control, the legislature implemented a permitting system whereby any person discharging any pollutant into any state water must first obtain a permit from the Division. Sections 25-8-501 to 509, C.R.S. The Commission was charged with adopting regulations "necessary and proper for the orderly and effective administration of permits," and directed that such regulations "be in furtherance of the policy contained in section 25-8-102." Section 25-8-501(3), C.R.S. The legislature further specified that the regulations may include, "among other matters," conditions relating to facility ownership, nature and location of the effluent, facility specifications, monitoring, record-keeping, restrictions on permit transfer, and the like. Section 25-8-501(3), C.R.S.

The Division is charged with responsibility to evaluate permit applications and give members of the public the opportunity to submit written comments on the application. Section 25-8-502(3), C.R.S. The Division then must act upon the application in accordance with the regulations promulgated by the Commission. Section 25-8-503(1)(a), C.R.S. In so doing, it must take such action consistent with the Commission's regulations "as may be *necessary* to prevent, abate, and control pollution." Section 25-8-308(1)(g), C.R.S. (emphasis added). The Commission's regulations, in turn, direct that any permit issued by the Division "contain such terms and conditions as the Division determines to be *necessary* to ensure compliance with applicable control regulations, water quality standards, and the state and federal [water quality control] Act." 5 CCR 1002-61, § 61.8(3)(f) (emphasis added).[12] As noted by the italicized language, both the statute and the regulation require only those permit conditions found "necessary" to ensure compliance.

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[11] If untreated effluent entered Coal Creek below the water supply intake, it could still have adverse impact upon downstream aquatic life, agriculture and recreation; however, there would be little risk of contamination of the Town's drinking water.

[12] The regulation will hereafter be cited only by section number.

Financial Assurances as a Permit Condition

In a prior Order Regarding Respondents' Motion for Determination of Law, the ALJ determined that the Division has implied authority to impose financial assurances as a permit condition when necessary to ensure compliance. The rationale and conclusions of that order are adopted as if fully set forth herein.

Petitioners Bear the Burden of Proof

Pursuant to regulation § 61.7(d), and except in circumstances not applicable here, "[T]he person requesting the adjudicatory hearing shall have the burden of proof in all hearings." This application of the burden of proof is consistent with § 24-4-105(7), C.R.S. of the Colorado Administrative Procedure Act (the "APA"), which provides that the proponent of an order shall have the burden of proof.[13] The proponent of an order is the party who seeks to change the *status quo*. *Orsinger Outdoor Advertising, Inc. v. Dept. of Highways*, 752 P.2d 55, 67 (Colo. 1988); *Renteria v. State Dept. of Pers.*, 811 P.2d 797, 803 (Colo. 1991). Here, Petitioners requested the adjudicatory hearing and are the parties seeking an order changing the *status quo* by imposing permit conditions that do not already exist. Therefore, Petitioners bear the burden of proving that the financial assurances they seek are necessary to insure permit compliance.

The Preponderance of the Evidence Does Not Prove That Financial Assurances Are Necessary to Ensure Compliance

When reviewing an application for permit renewal, the Division is to "use a risk-based approach applied to the receiving water(s) that considers the most recent water quality/quantity information, information in the renewal application, and any other relevant information, to determine whether the permit can be reissued with minimal or no change." Regulation § 61.1(5). The preponderance of the credible evidence presented in this case, including the Treatment Plant's performance over the prior permit period, does not disclose any new or significant risks to the receiving waters that would require the financial assurances sought by Petitioners.

Financial assurances might well provide Petitioners with an extra level of comfort that U.S. Energy will remain financially capable of continuing to operate the Treatment Plant, and that if it failed to do so, a ready financial safety net would be in place. This, however, does not meet Petitioners' burden of proving that financial assurances are "necessary" to ensure compliance. The word "necessary" generally connotes that something is "essential, indispensable, or requisite" to an outcome. Random House Webster's Unabridged Dictionary 1283-84 (2d ed. 2001). Thus, a permit condition is not necessary unless it is essential and indispensable to assure compliance. The evidence falls far short of that requirement. To the contrary, the evidence demonstrates that for more than three-and-a-half years, U.S. Energy has satisfactory complied with its permit conditions without such assurances. Furthermore, its continuing contract with FES, which is a competent, experienced, and successful plant operator, is strong evidence that

[13] The APA is applicable to adjudicatory hearings conducted under the CWQCA. *See* § 25-8-401(1), C.R.S. and regulation § 61.7.

compliance will continue in the future. Although the contract with FES expires in December 2011, there is no reason to believe U.S. Energy will not renew that contract or contract with a qualified replacement contractor prior to the expiration of its present contract with FES.

Of course, one could always imagine, as Petitioners have, scenarios where U.S. Energy might abandon its financial obligation, the plant operator might abandon its contractual obligations, or some unforeseen catastrophe might render the plant inoperative for a significant period of time.[14] Such scenarios, however, are speculation and are not shown by the evidence to be probable. In the absence of proof that any of these scenarios are likely to occur, the ALJ cannot conclude that financial assurances are "necessary" to assure permit compliance.

Initial Decision

Petitioners have not sustained their burden of proving that financial assurances are necessary to ensure that U.S. Energy complies with the terms of CDPS Permit No. CO-0035394. Accordingly, the Division's decision to not include such terms as a condition of that permit is AFFIRMED.

In accordance with Section 24-4-105(14)(a), C.R.S. this Initial Decision is sent to the Division for service on the parties.

Done and Signed
October 30, 2009

ROBERT N. SPENCER
Administrative Law Judge

Digitally recorded CR#1
Exhibits admitted: State Exhibit 1, 2, 3, 5; USE Exhibit 4, 5, 6, 16, 19; Petitioners Exhibit B-4, B-6, B-10, B-11, B-12, B-15, B-16

[14] In this last scenario, even financial assurances wouldn't help because the plant would be inoperable.

CERTIFICATE OF SERVICE

This is to certify that I have duly served the within INITIAL DECISION upon all parties herein by electronic mail and by fax, this 5th day of November, 2009 addressed as follows:

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U.S. ENERGY CORP.

August 10, 2015

U.S. Energy Corp. Reports Second Quarter 2015 Highlights and Selected Financial Results

Provides Revolving Credit Facility, Hedging and an Operational Update

RIVERTON, Wyo., Aug. 10, 2015 (GLOBE NEWSWIRE) -- U.S. Energy Corp. (NASDAQ:USEG) ("we", "us" or the "Company"), today reported its second quarter 2015 highlights and selected financial results for the three and six months ended June 30, 2015 and provided an update concerning its revolving credit facility, hedging and operations.

Selected Highlights for the Three Months Ended June 30, 2015

- Second quarter 2015 production came from a total of 142 gross (20.87 net) wells. During the quarter the Company produced 81,618 barrels of oil equivalent ("BOE"), or an average of 897 BOE per day ("BOE/D") as compared to 116,499 BOE or an average of 1,280 BOE/D during the three months ended June 30, 2014. Sequentially from the first quarter of 2015, production during the second quarter decreased approximately 6.4% as a result of normal production declines and fewer wells being drilled due to low commodity prices.
- During the second quarter 2015, we recorded a net loss after taxes of $6.3 million or $0.22 per share basic and diluted, as compared to net income after taxes of $56,000 , or $0.00 per share basic and diluted, during the same period of 2014. During the three months ended June 30, 2015, the Company recorded a proved property impairment of $3.2 million related to its oil and gas assets, which represents $0.11 of the $0.22 per share loss. The impairment was primarily due to a decline in the price of oil. There were no proved property impairments recorded during the three months ended June 30, 2014.
- At June 30, 2015, we had $4.1 million in cash and cash equivalents.
- The Company recognized $3.3 million in revenues during the three months ended June 30, 2015 as compared to $2.7 million in revenues during the first quarter of 2015. The 22.6% increase in revenue is primarily due to higher realized oil and gas prices in the second quarter of 2015 when compared to the first quarter of 2015.
- General and administrative expenses decreased by $312,000 during the three months ended June 30, 2015 compared to general and administrative expenses for the three months ended June 30, 2014. The decrease in general and administrative expenses during the quarter is primarily due to reductions in professional services, compensation expense, contract services and other general and administrative costs.
- Adjusted Net Income (Loss), a non-GAAP measure that excludes non-recurring items and mark-to-market gains and losses on derivative instruments, was an Adjusted Net Loss of $2.7 million during the three months ended June 30, 2015, or $0.10 per basic and diluted share. Adjusted Net Income was $443,000 for the three months ended June 30, 2014, or $0.02 per basic and diluted share. Please refer to the reconciliation in this release for additional information about this measure.
- Earnings before interest, income taxes, depreciation, depletion and amortization, accretion of discount on asset retirement obligations, non-cash impairments, unrealized derivative gains and losses and non-cash compensation expense ("Modified EBITDAX"), was a $442,000 loss for the three months ended June 30, 2015, compared to a $4.2 million gain for the three months ended June 30, 2014. Modified EBITDAX is a non-GAAP financial measure. Please refer to the reconciliation in this release for additional information about this measure.

Selected Highlights for the Six Months Ended June 30, 2015

- During the six months ended June 30, 2015 the Company produced 167,844 barrels of oil equivalent ("BOE"), or an average of 927 BOE per day ("BOE/D") as compared to 221,592 BOE or an average of 1,224 BOE/D during the six months ended June 30, 2014. The decrease in production is a result of normal production declines and fewer wells being drilled during the period due to low commodity prices.
- During the six months ended June 30, 2015 we received an average of $1.1 million per month from our producing wells with an average operating cost of $572,000 per month (including workover costs) and production taxes of $102,000, for average net cash flows of $421,000 per month from oil and gas production before non-cash depletion expense and impairments.
- During the six months ended June 30, 2015, we recorded a net loss after taxes of $30.0 million or $1.07 per share basic and diluted, as compared to net income after taxes of $306,000, or $0.01 per share basic and diluted, during the same period of 2014. During the six months ended June 30, 2015, the Company recorded proved property impairments totaling $22.4 million related to its oil and gas assets, which represents $0.80 of the $1.07 per share loss. The impairment was primarily due to a decline in the price of oil. There were no proved property impairments recorded during the first six months of 2014.
- The Company recognized $6.0 million in revenues during the six months ended June 30, 2015 as compared to $17.4 million in revenues during the same period in 2014. The $11.4 million decrease in revenue is primarily due to lower oil and

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gas prices and lower oil and gas sales volumes in the first six months of 2015 as compared to the first six months of 2014.

- General and administrative expenses decreased by $439,000 during the six months ended June 30, 2015 compared to general and administrative expenses for the six months ended June 30, 2014. The decrease in general and administrative expenses during the quarter is primarily due to reductions in professional services, compensation expense, contract services and other general and administrative costs.
- Adjusted Net Income (Loss), a non-GAAP measure that excludes non-recurring items and mark-to-market gains and losses on derivative instruments, was an Adjusted Net Loss of $7.1 million during the six months ended June 30, 2015, or $0.25 per basic and diluted share. Adjusted Net Income was $934,000 for the six months ended June 30, 2014, or $0.03 per basic and diluted share. Please refer to the reconciliation in this release for additional information about this measure.
- Earnings before interest, income taxes, depreciation, depletion and amortization, accretion of discount on asset retirement obligations, non-cash impairments, unrealized derivative gains and losses and non-cash compensation expense ("Modified EBITDAX"), was a $1.6 million loss for the six months ended June 30, 2015, compared to an $8.3 million gain for the six months ended June 30, 2014. Modified EBITDAX is a non-GAAP financial measure. Please refer to the reconciliation in this release for additional information about this measure.

Revolving Credit Facility

- Our Credit Agreement with Wells Fargo Bank, N.A. provides a $100.0 million senior secured credit facility. Effective July 16, 2015 we have a redetermined borrowing base of $7.0 million with a maturity date of July 30, 2017. At June 30, 2015, we had $6.0 million drawn on the facility.

Hedging - Commodity Derivative Contracts

Energy One, a wholly owned subsidiary of the Company, has the following commodity derivative contracts ("economic hedges") with Wells Fargo as presented below.

Settlement Period	Counterparty	Basis	Quantity (Bbls/day)	Strike Price
Crude Oil Costless Collar				
05/01/15 - 12/31/15	Wells Fargo	WTI	500	Put: $ 45.00
				Call: $ 58.79
Crude Oil Costless Collar				
01/01/16 - 06/30/16	Wells Fargo	WTI	350	Put: $ 57.50
				Call: $ 66.80
Crude Oil Costless Collar				
07/01/16 - 12/31/16	Wells Fargo	WTI	300	Put: $ 50.00
				Call: $ 65.25

Operational Update

The Company's oil and gas development activities are currently focused in South Texas and in the Williston Basin of North Dakota. During these times of reduced commodity pricing, we have along with our partners opted to dramatically reduce drilling and capital expenditures in order to preserve capital and in-ground value for more robust times.

South Texas - *Buda Limestone - Eagle Ford and Austin Chalk formations*

The Company currently participates with four operating partners in its proportionate share of approximately 30,754 gross (7,826 net) leasehold acres in Zavala and Dimmit Counties, Texas. The acreage realizes its production from the Buda Limestone, Eagle Ford and Austin Chalk formations.

Production from this region came from 37 gross (9.99 net) wells and averaged 287 net BOE/D during the first six months of 2015.

Williston Basin, North Dakota

The Company participates with ten operating partners in its proportionate share of approximately 84,810 gross (3,511 net) acres in Williams, McKenzie and Mountrail Counties, North Dakota. The acreage realizes its production from the Bakken and

Three Forks formations.

Production from this region came from 102 gross (10.32 net) wells and averaged 557 net BOE/D during the first six months of 2015.

Williston Basin active well status table:

Well Name	Operator	Formation	Spud Date	Working Interest	Net Revenue Interest	Status
Satter 21X-01B	XTO	Bakken	10/22/2014	0.13%	0.10%	Drilled; Comp Pending
Satter 21X-01F	XTO	Three Forks	10/26/2014	0.13%	0.10%	Drilled; Comp Pending
Satter 21X-01C	XTO	Three Forks	10/27/2014	0.13%	0.10%	Drilled; Comp Pending
Satter 31X-1H	XTO	Three Forks	1/1/2015	0.13%	0.10%	Drilled; Comp Pending
Satter 31X-1D	XTO	Bakken	2/6/2015	0.13%	0.10%	Drilled; Comp Pending
Satter 31X-1G2	XTO	Three Forks	3/12/2015	0.13%	0.10%	Drilled; Comp Pending
Satter 31X-1CXD	XTO	Bakken	3/14/2015	0.13%	0.10%	Drilled; Comp Pending
Rita 44X-34CXD	XTO	Bakken	3/7/2015	0.20%	0.16%	Drilled; Comp Pending
Rita 44X-34C	XTO	Bakken	4/3/2015	0.20%	0.16%	Drilled; Comp Pending
Rita 44X-34G	XTO	Three Forks	4/11/2015	0.20%	0.16%	Drilled; Comp Pending
Rita 44X-34BXC	XTO	Bakken	4/20/2015	0.20%	0.16%	Drilled; Comp Pending
Rita 44X-34H	XTO	Three Forks	4/27/2015	0.20%	0.16%	Drilled; Comp Pending
Rita 44X-34D	XTO	Bakken	6/14/2015	0.20%	0.16%	Drilled; Comp Pending
Rita 44X-34HXE	XTO	Three Forks	6/16/2015	0.20%	0.16%	Drilling
			Average:	0.17%	0.13%	

CEO Statement

"We continue to seek additional sources of funding beyond our reserve based credit facility in order to demonstrate sustainability as well as position ourselves to transact on commodity price driven opportunities in the marketplace in the second half of 2015 and beyond," stated Keith Larsen, CEO of the Company. "In addition, we continue to implement cost reduction initiatives, prudently maintain the balance sheet and monitor development activity in and around our producing properties in order to capture the upside potential of our portfolio at an appropriate point in time in the future," he added.

Financial Highlights

The following table sets forth selected financial information for the three and six months ended June 30, 2015 and 2014. The information is derived from the Company's financial statements included in its Quarterly Report on Form 10-Q for the three and six months ended June 30, 2015. All of this information should be read in conjunction with the Form 10-Q and the financial statements contained therein, including the notes to the financial statements.

U.S. ENERGY CORP.
SELECTED FINANCIAL DATA
(Unaudited)
(Amounts in thousands, except per share amounts)

	June 30, 2015	December 31, 2014
Balance Sheets:		
Cash and cash equivalents	$ 4,067	$ 4,010
Current assets	$ 6,109	$ 7,500
Current liabilities	$ 15,605	$ 7,966
Working capital	$ (9,496)	$ (466)
Total assets	$ 95,418	$ 123,523
Long-term obligations	$ 2,173	$ 8,162
Shareholders' equity	$ 77,640	$ 107,395
Shares Outstanding	28,047,661	28,047,661

	For the three months ended June 30,		For the six months ended June 30,	
	2015	2014	2015	2014
Statements of Operations:				

Operating revenues	$ 3,285	$ 9,128	$ 5,964	$ 17,384
Income (loss) from operations	$ (5,927)	$ 769	$ (29,446)	$ 1,396
Other income & expenses	$ (353)	$ (713)	$ (537)	$ (1,090)
Net income (loss)	$ (6,280)	$ 56	$ (29,983)	$ 306
Net income (loss) per share				
Basic and diluted	$ (0.22)	$ --	$ (1.07)	$ 0.01
Weighted average shares outstanding				
Basic	28,047,661	27,785,280	28,047,661	27,761,837
Diluted	28,047,661	28,237,883	28,047,661	28,195,116

Non-GAAP Financial Measures

Modified EBITDAX

In addition to reporting net income (loss) as defined under GAAP, in this release we also present net earnings before interest, income taxes, depreciation, depletion, and amortization, accretion of discount on asset retirement obligations, non-cash impairments, unrealized derivative gains and losses and non-cash compensation expense ("Modified EBITDAX"), which is a non-GAAP performance measure. Modified EBITDAX excludes certain items that the Company believes affect the comparability of operating results and can exclude items that are generally one-time or whose timing and/or amount cannot be reasonably estimated. Modified EBITDAX is a non-GAAP measure that is presented because the Company believes that it provides useful additional information to investors as a performance measure. We believe that Modified EBITDAX is useful to investors because similar measures are frequently used by securities analysts, investors, and other interested parties in their evaluation of companies in the energy industry. Our management uses Modified EBITDAX to manage our business, including preparation of our annual operating budget and financial projections. Modified EBITDAX does not represent, and should not be considered an alternative to, GAAP measurements such as net income (loss) (its most directly comparable GAAP measure) or as a measure of liquidity, and our calculations thereof may not be comparable to similarly titled measures reported by other companies. Our management does not view Modified EBITDAX in isolation and also uses other measurements, such as net income (loss) and revenues to measure operating performance. The following table provides a reconciliation of net income (loss) to Modified EBITDAX for the periods presented:

	For the three months ended June 30,		For the six months ended June 30,	
	2015	2014	2015	2014
Net income (loss)	$ (6,280)	$ 56	$ (29,983)	$ 306
Impairment of oil and natural gas properties	3,208	--	22,448	--
Accretion of asset retirement obligation	12	9	24	19
Non-cash compensation expense	158	136	337	296
Unrealized loss on commodity derivatives	272	238	335	411
Interest expense	66	149	129	245
Depreciation, depletion and amortization	2,122	3,651	5,063	7,013
Modified EBITDAX (Non-GAAP)	$ (442)	$ 4,239	$ (1,647)	$ 8,290

Adjusted Net Income (Loss)

Adjusted Net Income (Loss) is another supplemental non-GAAP financial measure that is used by management and external users of the Company's condensed consolidated financial statements. The Company defines Adjusted Net Income (Loss) as net income after adjusting for the impact of certain non-recurring items, changes in the fair value of derivative instruments, interest expense and impairments of oil and gas properties. We believe that Adjusted Net Income (Loss) is useful to investors because similar measures are frequently used by securities analysts, investors, and other interested parties in their evaluation of companies in the energy industry.

The following table provides a reconciliation of net (loss) income (GAAP) to Adjusted Net Income (Loss) (non-GAAP):

	For the three months ended June 30,		For the six months ended June 30,	
	2015	2014	2015	2014
Net (loss) income	$ (6,280)	$ 56	$ (29,983)	$ 306
Impairment of oil and natural gas properties	3,208	--	22,448	--
Gain on sale of assets	--	--	(16)	(28)
Change in fair value of derivative instruments	272	238	335	411
Interest expense	66	149	129	245
Adjusted net (loss) income	$ (2,734)	$ 443	$ (7,087)	$ 934

Adjusted earning per share:				
Basic and diluted	$ (0.10)	$ 0.02	$ (0.25)	$ 0.03
Weighted average shares outstanding				
Basic	28,047,661	27,785,280	28,047,661	27,761,837
Diluted	28,047,661	28,237,883	28,047,661	28,195,116

About: U.S. Energy Corp.

U.S. Energy Corp. is a natural resource exploration and development company with a primary focus on the exploration and development of its oil and gas assets. The Company also owns the Mount Emmons molybdenum deposit located in west central Colorado. The Company is headquartered in Riverton, Wyoming and trades on the NASDAQ Capital Market under the symbol "USEG".

To view the Company's Financial Statements and Management's Discussion and Analysis, please see the Company's 10-K for the twelve months ended December 31, 2014 and its 10-Q for the three and six months ended June 30, 2015, which are available at www.sec.gov and www.usnrg.com.

The U.S. Energy Corp. logo is available at http://www.globenewswire.com/newsroom/prs/?pkgid=5043

Disclosure Regarding Forward-Looking Statement

This news release includes statements which may constitute "forward-looking" statements, usually containing the words "will," "anticipates," "believe," "estimate," "project," "expect," "target," "goal," or similar expressions. Forward looking statements in this release relate to, among other things, U.S. Energy's expected future capital expenditures and projects and potential future transactions and the benefits to the Company of such transactions. There is no assurance that any of the wells referenced in this press release will be economic or that additional financing, acquisition or other opportunities will be available. The forward-looking statements are made pursuant to the safe harbor provision of the Private Securities Litigation Reform Act of 1995. Forward-looking statements inherently involve risks and uncertainties that could cause actual results to differ materially from the forward-looking statements. Factors that would cause or contribute to such differences include, but are not limited to, dry holes and other unsuccessful development activities, higher than expected expenses or decline rates from production wells, future trends in commodity and/or mineral prices, the availability of capital, competitive factors, and other risks described in the Company's filings with the SEC (including, without limitation, the Form 10-K for the year ended December 31, 2014) all of which are incorporated herein by reference. By making these forward-looking statements, the Company undertakes no obligation to update these statements for revision or changes after the date of this release.

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Source: U.S. Energy Corp.

News Provided by Acquire Media

U.S. ENERGY CORP.

May 11, 2015

U.S. Energy Corp. Reports First Quarter 2015 Highlights and Selected Financial Results

Provides an Operational Update

RIVERTON, Wyo., May 11, 2015 (GLOBE NEWSWIRE) -- U.S. Energy Corp. (Nasdaq:USEG) ("we", "us" or the "Company"), today reported its first quarter 2015 highlights and selected financial results for the quarter ended March 31, 2015 and provided an operational update.

Selected Highlights for the Three Months Ended March 31, 2015

- Produced 86,227 barrels of oil equivalent ("BOE"), or an average of 958 BOE per day ("BOE/D") as compared to 105,093 BOE or an average of 1,168 BOE/D during the three months ended March 31, 2014. Production decreased as a result of normal production declines and fewer wells being drilled during the period due to the low commodity prices, when compared to the same period of the previous year.
- First quarter 2015 production came from a total of 140 gross (20.41 net) wells. During the three months ended March 31, 2015, we received an average of $893,000 per month from these producing wells with an average operating cost of $531,000 per month (including workover costs) and production taxes of $86,000, for average net cash flows of $276,000 per month from oil and gas production before non-cash depletion expense.
- During the first quarter, we recorded a net loss after taxes of $23.7 million or $0.85 per share basic and diluted, as compared to net income after taxes of $250,000, or $0.01 per share basic and diluted, during the same period of 2014. During the three months ended March 31, 2015, the Company recorded a proved property impairment of $19.2 million related to its oil and gas assets, which represents $0.69 of the $0.85 per share loss during the quarter. The impairment was primarily due to a decline in the price of oil. There were no proved property impairments recorded during the first three months of 2014.
- At March 31, 2015, we had $4.0 million in cash and cash equivalents.
- The Company recognized $2.7 million in revenues during the three months ended March 31, 2015 as compared to $8.3 million during the same period of the prior year. The $5.6 million decrease in revenue is primarily due to lower oil and gas prices and lower oil and gas sales volumes in the first quarter of 2015 when compared to the same period of 2014.
- Cash provided by operations for the three months ended March 31, 2015 decreased to $1.8 million as compared to cash provided by operations of $4.4 million for the same period of 2014. The $2.6 million year over year decrease in cash from operating activities is primarily due to lower oil and gas revenue, partially offset by lower oil and gas operating expenses during the first quarter of 2015 as compared to the first quarter of 2014.
- Adjusted Net Income (Loss), a non-GAAP measure that excludes non-recurring items and mark-to-market gains and losses on derivative instruments, was an Adjusted Net Loss of $4.4 million during the three months ended March 31, 2015, or $0.16 per basic and diluted share. Adjusted Net Income was $491,000 for the three months ended March 31, 2014, or $0.02 per basic and diluted share. Please refer to the reconciliation in this release for additional information about this measure.
- Earnings before interest, income taxes, depreciation, depletion and amortization, accretion of discount on asset retirement obligations, non-cash impairments, unrealized derivative gains and losses and non-cash compensation expense ("Modified EBITDAX"), was a $1.2 million loss for the three months ended March 31, 2015, compared to a $4.0 million gain for the three months ended March 31, 2014. Modified EBITDAX is a non-GAAP financial measure. Please refer to the reconciliation in this release for additional information about this measure.

Senior Credit Facility

- Our Credit Agreement with Wells Fargo Bank, N.A. provides a $100.0 million senior secured credit facility. Effective April, 15, 2015 we have a redetermined borrowing base of $7.5 million with a maturity date of July 30, 2017. The redetermination was based on reserves and production forecasts as of December 31, 2014, taking into account current oil and natural gas price forecasts. At March 31, 2015, we had $6.0 million drawn on the facility.

Operational Update

The Company's oil and gas development activities are currently focused in South Texas and in the Williston Basin of North Dakota. Our focus through these development activities is to increase production, reserves, revenues and cash flow from operations while prudently managing the Company's level of risk and debt. During these times of reduced commodity pricing, however, we have along with our partners opted to dramatically reduce drilling and capital expenditures in order to preserve capital and in-ground value for more robust times.

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South Texas - *Buda Limestone - Eagle Ford and Austin Chalk formations*

The Company currently participates with four operating partners in its proportionate share of approximately 28,696 gross (6,781 net) leasehold acres in Zavala and Dimmit Counties, Texas. The acreage realizes its production from the Buda Limestone, Eagle Ford and Austin Chalk formations. Production averaged 270 net BOE/D from 35 gross (9.53 net) producing wells during the first quarter of 2015.

South Texas well status table:

Well Name	Operator	Spud Date	Working Interest	Net Revenue Interest	Status
Richard #1	CML	3/16/2015	12.90%	9.87%	Producing
S McKnight 1305B	U.S. Enercorp.	3/5/2015	33.33%	24.50%	Flowing Back
		Average:	**23.12%**	**17.19%**	

On March 16, 2015, CML Exploration, LLC spud the Richard #1 well, targeting the Buda formation. The well was drilled and was completed open hole without fracture stimulation. Production commenced in early May 2015 and the well had a peak early 24-hour flow back rate of approximately 820 gross BOE/D.

Williston Basin, North Dakota

The Company participates with ten operating partners in its proportionate share of approximately 84,810 gross (3,511 net) acres in Williams, McKenzie and Mountrail Counties, North Dakota. The acreage realizes its production from the Bakken and Three Forks formations. Production averaged 609 net BOE/D from 102 gross (10.32 net) producing wells during the first quarter of 2015.

Williston Basin well status table:

Well Name	Operator	Formation	Spud Date	Working Interest	Net Revenue Interest	Status
Excalibur 6-25-36H	Emerald Oil Inc.	Bakken	10/26/2014	0.82%	0.63%	Producing
Excalibur 7-25-36H	Emerald Oil Inc.	Bakken	11/8/2014	0.82%	0.63%	Drilled - Comp. Pending
Satter 21X-01B	XTO	Bakken	10/22/2014	0.13%	0.10%	Drilled - Comp. Pending
Satter 21X-01F	XTO	Three Forks	10/26/2014	0.13%	0.10%	Drilled - Comp. Pending
Satter 21X-01C	XTO	Three Forks	10/27/2014	0.13%	0.10%	Drilled - Comp. Pending
Satter 31X-1H	XTO	Three Forks	1/1/2015	0.13%	0.10%	Drilled - Comp. Pending
Satter 31X-1D	XTO	Bakken	2/6/2015	0.13%	0.10%	Drilled - Comp. Pending
Satter 31X-1CXD	XTO	Bakken	3/14/2015	0.13%	0.10%	Drilled - Comp. Pending
Satter 31X-1G2	XTO	Three Forks	3/12/2015	0.13%	0.10%	Drilling
			Average:	**0.28%**	**0.22%**	

CEO Statement

"Although our production, revenues and borrowing base have suffered significant decreases during the first quarter of 2015 as a result of the commodity price downturn, we remain committed to the development and expansion of our oil and gas portfolio. We are continuing to evaluate accretive acquisition opportunities in this price environment with significant upside potential and are confident that the current market conditions will allow us to find the right opportunity for meaningful growth. In order to accomplish our acquisition initiatives we are currently seeking additional sources of funding from within our banking contacts," stated Keith Larsen, CEO of U.S. Energy Corp.

Financial Highlights

The following table sets forth selected financial information for the three months ended March 31, 2015 and 2014. The information is derived from the Company's financial statements included in its Quarterly Report on Form 10-Q for the three months ended March 31, 2015. All of this information should be read in conjunction with the Form 10-Q and the financial statements contained therein, including the notes to the financial statements.

U.S. ENERGY CORP.

SELECTED FINANCIAL DATA

(Unaudited)

(Amounts in thousands, except per share amounts)

	March 31, 2015	December 31, 2014
Balance Sheets:		
Cash and cash equivalents	$ 3,976	$ 4,010
Current assets	$ 5,632	$ 7,500
Current liabilities	$ 9,504	$ 7,966
Working capital	$ (3,872)	$ (466)
Total assets	$ 101,499	$ 123,523
Long-term obligations	$ 8,188	$ 8,162
Shareholders' equity	$ 83,807	$ 107,395
Shares Outstanding	28,047,661	28,047,661

	For the three months ended March 31,	
	2015	2014
Statements of Operations:		
Operating revenues	$ 2,679	$ 8,256
Income (loss) from operations	$ (23,519)	$ 627
Other income & expenses	$ (184)	$ (377)
Net income (loss)	$ (23,703)	$ 250
Net income (loss) per share		
Basic and diluted	$ (0.85)	$ 0.01
Weighted average shares outstanding		
Basic	28,047,661	27,738,083
Diluted	28,047,661	28,142,253

Non-GAAP Financial Measures

Modified EBITDAX

In addition to reporting net income (loss) as defined under GAAP, in this release we also present net earnings before interest, income taxes, depreciation, depletion, and amortization, accretion of discount on asset retirement obligations, non-cash impairments, unrealized derivative gains and losses and non-cash compensation expense ("Modified EBITDAX"), which is a non-GAAP performance measure. Modified EBITDAX excludes certain items that the Company believes affect the comparability of operating results and can exclude items that are generally one-time or whose timing and/or amount cannot be reasonably estimated. Modified EBITDAX is a non-GAAP measure that is presented because the Company believes that it provides useful additional information to investors as a performance measure. We believe that Modified EBITDAX is useful to investors because similar measures are frequently used by securities analysts, investors, and other interested parties in their evaluation of companies in the energy industry. Our management uses Modified EBITDAX to manage our business, including preparation of our annual operating budget and financial projections. Modified EBITDAX does not represent, and should not be considered an alternative to, GAAP measurements such as net income (loss) (its most directly comparable GAAP measure) or as a measure of liquidity, and our calculations thereof may not be comparable to similarly titled measures reported by other companies. Our management does not view Modified EBITDAX in isolation and also uses other measurements, such as net income (loss) and revenues to measure operating performance. The following table provides a reconciliation of net income (loss) to Modified EBITDAX for the periods presented:

For the three months ended March 31,	
2015	2014

Net income (loss)	$ (23,703)	$ 250
Impairment of oil and natural gas properties	19,240	--
Accretion of asset retirement obligation	11	9
Non-cash compensation expense	178	160
Unrealized loss on commodity derivatives	63	173
Interest expense	63	96
Depreciation, depletion and amortization	2,941	3,362
Modified EBITDAX (Non-GAAP)	$ (1,207)	$ 4,050

Adjusted Net Income (Loss)

Adjusted Net Income (Loss) is another supplemental non-GAAP financial measure that is used by management and external users of the Company's condensed consolidated financial statements. The Company defines Adjusted Net Income (Loss) as net income after adjusting for the impact of certain non-recurring items, changes in the fair value of derivative instruments, and impairments of oil and gas properties.

The following table provides a reconciliation of net (loss) income (GAAP) to Adjusted Net Income (Loss) (non-GAAP):

	For the three months ended March 31,	
	2015	2014
Net (loss) income	$ (23,703)	$ 250
Impairment of oil and natural gas properties	19,240	--
Gain on sale of assets	(16)	(28)
Change in fair value of derivative instruments	63	173
Interest expense	63	96
Adjusted net (loss) income	$ (4,353)	$ 491
Adjusted earning per share:		
Basic and diluted	$ (0.16)	$ 0.02
Weighted average shares outstanding		
Basic	28,047,661	27,738,083
Diluted	28,047,661	28,142,253

About: U.S. Energy Corp.

U.S. Energy Corp. is a natural resource exploration and development company with a primary focus on the exploration and development of its oil and gas assets. The Company also owns the Mount Emmons molybdenum deposit located in west central Colorado. The Company is headquartered in Riverton, Wyoming and trades on the NASDAQ Capital Market under the symbol "USEG".

To view the Company's Financial Statements and Management's Discussion and Analysis, please see the Company's 10-K for the twelve months ended December 31, 2014 and its 10-Q for the three months ended March 31, 2015, which are available at www.sec.gov and www.usnrg.com.

The U.S. Energy Corp. logo is available at http://www.globenewswire.com/newsroom/prs/?pkgid=5043

Disclosure Regarding Forward-Looking Statement

This news release includes statements which may constitute "forward-looking" statements, usually containing the words "will," "anticipates," "believe," "estimate," "project," "expect," "target," "goal," or similar expressions. Forward looking statements in this release relate to, among other things, U.S. Energy's expected future capital expenditures and projects and potential future transactions and the benefits to the Company of such transactions. There is no assurance that any of the wells referenced in this press release will be economic. Initial and current production results from a well are not necessarily indicative of its longer-term performance. The forward-looking statements are made pursuant to the safe harbor provision of the Private Securities Litigation Reform Act of 1995. Forward-looking statements inherently involve risks and uncertainties that could cause actual

results to differ materially from the forward-looking statements. Factors that would cause or contribute to such differences include, but are not limited to, dry holes and other unsuccessful development activities, higher than expected expenses or decline rates from production wells, future trends in commodity and/or mineral prices, the availability of capital, competitive factors, and other risks described in the Company's filings with the SEC (including, without limitation, the Form 10-K for the year ended December 31, 2014) all of which are incorporated herein by reference. By making these forward-looking statements, the Company undertakes no obligation to update these statements for revision or changes after the date of this release.

CONTACT: For further information, please contact:

Reggie Larsen

Director of Investor Relations

U.S. Energy Corp.

1-800-776-9271

Reggie@usnrg.com

U.S. ENERGY CORP.

Source: U.S. Energy Corp.

News Provided by Acquire Media

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Planning Commission Preliminary Plan Recommendatio

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Review and possible action on Vista Business Park Preliminary Plan application.

Fiscal Impact:

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok db 8/14/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/14/2015 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 8/14/2015

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

Agenda Date: 8/18/2015

Revised April 2015

TO:	**Planning Commission**
SUBJECT:	**Planning Commission Preliminary Plan Recommendation Vista Business Park LUC-11-00035**
DATE:	**August 7, 2015**
PREPARED BY:	**Cathie Pagano, Senior Planner**
APPLICANT:	**Link, LLC represented by Attorney Kendall Burgemeister**

At a regularly scheduled meeting, AJ Cattles made a motion to recommend approval of LUC-15-00035, as amended, Jeremy Rubingh seconded the motion. The motion passed unanimously.

PROJECT DESCRIPTION:
Link, LLC has submitted a Preliminary Plan application for Vista Business Park, to subdivide a 28.07-acre parcel into thirteen lots, each approximately 1.1 to 2.6 acres in size, to be developed into an industrial and commercial park, with ancillary residential use on specific lots. Lots 1- 5 will be permitted to have industrial and commercial uses as specified in the Protective Covenants. Lots 7-12 are intended to be light industrial and/or commercial uses with ancillary residential uses allowed. Lot 6 is intended to be a buffer lot between the lighter industrial and commercial uses on Lots 7-12 and the heavier industrial and commercial uses on Lots 1-5. Lot 6 is not permitted to have a residence, nor are Lots 1-5. Uses and operations on Lots 6-12 are proposed to be contained wholly indoors with the exception of nurseries, employee parking, loading, unloading and storage. The impacts must be contained to the Lot and not produce more than a de minimis amount of, and in no event exceed Gunnison County standards, for noise, vibration, electrical or magnetic interference, glare, fumes, odors, dust, smoke, heat or waste. The

The parcel identified as “Outlot” on the Site Plan contains an existing residence and outbuildings that the current owner, W.K. Edwards will continue to own. The “outlot” will be subject to a lifetime lease granted to the current owner of the subject property. The developer will reserve a development right to add the outlot as the thirteenth lot upon the termination or expiration of the lifetime lease, in accordance with the Colorado Common Interest Ownership Act. The outlot will be subject to the same standards and restrictions as Lots 1-5. The existing residence may remain in place; at such time that the residence is removed no new residence shall be constructed or allowed on the Outlot, in compliance with the design and use standards for Lots 1-5 and Articles 5 and 6 of the Protective Covenants.

The applicant proposes that certain, defined uses be permitted without any additional Land Use Change permit. Section 3.1 of the draft Declaration of Protective Covenants (“Declaration”) addresses the uses that can be developed on the lots, uses that can be made only after review and approval by the Association and the County, and uses that are expressly prohibited. It is the Applicant’s desire to create a subdivision that will allow for a diverse mix of industrial and commercial activities. The applicant has not proposed an exhaustive list of permitted uses that are allowed on the lots but rather relies on the design standards of Article 5 of the Protective Covenants to create parameters for acceptable commercial and industrial uses.

The applicant has identified (Section 3.1.1.3 of the draft Protective Covenants) that the following uses are prohibited in the Vista Business Park development: asphalt or concrete batch plants, adult oriented uses (as defined in the Gunnison County *Land Use Resolution*); mining operations, except for concentration of ores, milling, evaporation, and other processing, construction and use of accessory office and storage buildings, and transportation, which shall be uses permitted after review; and, veterinary clinics and animal shelters.

The applicant has identified specific uses that are allowed after review by the Property Owner's Association and Gunnison County (i.e. an additional land use change permit is required):

- The following mining operations: concentration of ores, milling, evaporation, and other processing, construction and use of accessory office and storage buildings, and transportation, upon compliance with *LUR* Division 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials*.
- Recreational vehicle parks and campgrounds, upon compliance with *LUR* Section 9-305: *Seasonal* Recreational *Vehicle Parks and Campgrounds*.
- Uses that require a variance from any provision of Article 5 or 6 of the Protective Covenants.

The covenants restrict retail sales in the development in Section 6.16 of the Covenants. No more than 33% of the floor area of any building shall be used for the retail sale of goods.

Marijuana cultivation, manufacturing, and/or testing facilities are expressly permitted so long as the same remain legal under Colorado law and Gunnison County regulations. Section 9-104: *Marijuana Cultivation, Manufacturing or Testing Facility* of the Gunnison County *Land Use Resolution* allows marijuana manufacturing and testing facilities in Gold Basin, Riverland or Signal Peak Industrial Parks. The location of marijuana manufacturing, testing, and/or cultivation facilities outside of those specific industrial park requires a Minor Impact Land Use Change permit, as identified in Section 9-104: G.2. Section 9-104: H. states that marijuana facilities and residential facilities cannot be collocated in the same structure. Any proposed marijuana facility in the Vista Business Park development shall be required to obtain a Minor Impact Land Use Change permit unless and until such time that the Gunnison County *Land Use Resolution* is amended. Any person may initiate an amendment to the *Land Use Resolution (LUR)*.

The Covenants require that, "merchandise, supplies, equipment, or materials of any kind, shall be stored within a building, shed or screened area." Vehicles used as part of a commercial and/or industrial use shall also be parked indoors or in a screened parking area. The subdivision will also include dedicated open space (common property), as illustrated on the site plan included in the Preliminary Plan. Some of the open space will remain undisturbed. Other portions of the open space will be utilized for the construction of augmentation ponds necessary for the operation of the Water Court-approved plan for augmentation serving the subdivision. A portion of the open space along Highway 50 will be landscaped to provide a visual buffer. The open space may be utilized for snow storage and the installation of utilities, as needed.

The parcel is located approximately two miles east of the City of Gunnison within the City's Three Mile Plan area. The parcel is legally described as 28.07 acres in the NW1/4SW1/4 and SW1/4NW1/4, Section 3, Township 49 North, Range 1 East, N.M.P.M., also known as 43950 Highway 50.

PLANS/REPORTS/SUBMITTALS:
Plans, reports, letters and other submittal documents informing this decision include, but are not limited to:

- "Site Plan, Boundaries and Easements," prepared by NCW & Associates, Inc. dated March 31, 2015.
- "Site Plan, Water Quality, Grading and Drainage," prepared by NCW & Associates, Inc. dated March 31, 2015.
- "Site Plan, Erosion Control and Reclamation," prepared by NCW & Associates, Inc. dated March 31, 2015.
- "Site Plan, Landscaping," prepared by NCW & Associates, Inc. dated March 31, 2015.
- "Utility Plan," prepared by NCW & Associates, Inc. dated March 31, 2015.
- "Plan and Profiles, Vista Drive," prepared by NCW & Associates, Inc. dated March 31, 2015.

- "Plan and Profiles, Vista Drive and Vader Lane," prepared by NCW & Associates, Inc. dated March 31, 2015.
- "Vista Business Center Traffic Analysis," prepared by NCW & Associates, Inc. dated April 27, 2015.

IMPACT CLASSIFICATION:
The project, by definition, is a Major Impact pursuant to Section 7-101:A.

MEETING DATES:
The Planning Commission held work sessions and public hearings to discuss the Vista Business Park application on the following dates:

- April 3, 2015 Work Session
- May 1, 2015 Work Session and Site Visit
- July 10, 2015 Joint Public Hearing
- August 7, 2015 Work Session

SITE VISIT:
The Planning Commission conducted a site visit on May 1, 2015 and noted the topography of the site and adjacent uses.

PUBLIC HEARING:
The Planning Commission and the Board of County Commissioners conducted a joint public hearing on July 24, 2015. The following comments were received:

- Ramon Reed, said that he supported the project but was disappointed that the residential and light industrial uses were reduced. He also encourage the applicant to consider making the exterior lighting as minimal as possible.

REVIEW AGENCY REFERRAL COMMENTS:
A copy of the complete application was sent, by certified mail and hand delivery to review agencies for comments. A referral was sent to the Gunnison County Public Works, Gunnison County Environmental Health, Gunnison County Wildlife Coordinator, City of Gunnison, Colorado Department of Transportation, Colorado Division of Water Resources, Colorado Division of Parks and Wildlife, Gunnison Fire Protection District.

City of Gunnison: The subject property is located within three miles of the City of Gunnison. Greg Larson, Chair of the City Planning and Zoning Commission, in a letter dated March 18, 2015, comments noted that, "Based on the existing Three-Mile Map, the property is designated as Rural Residential (1 unit per 5-35 or more acres) and is located outside the Urban Growth Boundary…The proposed industrial use in not contemplated by the Three-Mile Plan…The Planning and Zoning Commission absolutely opposes any proposed uses in this subdivision that would permit retail sales.…the City Planning and Zoning Commission urges the development of a highway landscape buffer to mitigate visual impacts. The open space/buffer width appears to be approximately 100 feet between Highway 50 and proposed building envelopes…The City also strongly encourages the County to address stormwater management and water quality concerns that are associated with industrial uses. Water quality Best Management Practices should be employed to mitigate possible water quality degradation."

Gunnison County Environmental Health: In a memo dated March 24, 2015 from Crystal Lambert, Gunnison County Building and Environmental Health Official, Lambert noted, "The Gunnison County On-Site Wastewater Treatment System (OWTS) Regulations require that any OWTS that will serve a commercial or industrial use be:

1. Designed by a professional engineer

2. Receive only such biodegradable wastes for treatment as are compatible with those biological treatment processes that occur within a septic tank.
3. Receive authorization by rule or class V underground injection permit from the United States Environmental Protection Agency.

All of the applications for OWTS within the proposed Vista Business Park will need to meet the requirements of the Gunnison County OWTS Regulations, including the above numbered items, before an OWTS could be approved…With preparation and planning it is feasible that the parcels proposed in the Vista Business Park Land Use Change application may be able to each receive approval for OWTS."

Gunnison County Wildlife Coordinator: Jim Cochran, stated in an email dated February 26, 2015 that he reviewed the proposal in 2012 and that review remains unchanged. That review noted, "The overall habitat score for this parcel is -30 primarily due to existing impacts. The highly developed industrial and residential setting makes this property a logical candidate for this type of development and is much preferable to development of a 'new' area within Gunnison Sage-grouse habitat. I therefore find that, based upon information available to me, this proposal, if approved will not impact Gunnison Sage-grouse or their habitats beyond that which has already occurred. Further, from a Gunnison Sage-grouse perspective, I recommend approval of the proposal."

Gunnison County Fire Protection District: In an email dated April 30, 2015, Dennis Spritzer, Fire Marshal, said, "I have no problem with the ingress/egress for Vista Park as long as the County road specs are followed. Hal has stated he will install a dry hydrant at the pond for fire protection. This hydrant will need to be accessible year round."

Colorado Division of Water Resources: In a letter dated March 27, 2015, Megan Sullivan, P.E. Water Resource Engineer, stated:

> *…This area of Tomichi Creek is over-appropriated; therefore, a court decreed plan for augmentation plan is required to offset depletions caused by the pumping of any wells within the subdivision. The applicant has obtained a decree including a plan for augmentation in Case No. 12CW114 for the planned subdivision. However, well permits issued pursuant to said decreed plan for augmentation have not been issued, and will be required. Under the augmentation plan, the wells supplying the water for the subdivision will be used on the thirteen lots for domestic use inside thirteen single family dwellings, indoor light industrial and commercial use at thirteen businesses, irrigation of 1,200 square feet of lawn and landscaping on each of the thirteen lots, irrigation 10,200 square feet of trees, initially as a nursery and subsequently dispersed throughout the property, and watering of four head of livestock.*
>
> *…The report indicates that a 24 hr pump test was performed to determine the production capacity of the well and help determine the aquifer's response to pumping at a continuous rate…The test indicates that the well is capable of producing 50 gpm without significant risk of aquifer depletion. Provided the well continues to perform in a similar manner, this well should provide an adequate supply for a number of the proposed lots. If the additional existing and proposed wells have a similar production rate, the water supply should be physically adequate.*
>
> *…it is our opinion, pursuant to CRS 30-28-136(1)(h)(I), that the proposed water supply can be provided without causing material injury to decreed water rights so long as the applicant obtains the well permits issued pursuant to CRS 37-90-137(2) and the plan for augmentation decreed in Case No. 12CW114, for all wells in the subdivision and operates the wells in accordance with the terms and conditions of said plan for augmentation. Provided the sustained well yield of each of the proposed wells is similar to Permit no. 294241, the proposed water supply is expected to be physically adequate.*

Colorado Division of Parks and Wildlife: Comments from Jeff Oulton, Acting Area Wildlife Manager, dated April 10, 2012, notes that the "proposed project to subdivide the parcel should not create any major impacts to wildlife beyond those that already exist at the site with one exception. Gunnison's prairie dogs are present on the property and are a candidate for listing under the Federal Endangered Species Act…Should it be deemed necessary to have the prairie dogs removed from this sit, CPW requests prior notification and opportunity to relocate, conduct research, or use these animals for other conservation needs. If the above actions are not feasible, it is understood that it may be necessary for the applicant to conduct lethal control to remove the Gunnison prairie dogs from the site.

CPW also agrees with recommendations made by Gunnison County Wildlife Coordinator concerning the control of pets, specifically dogs and cats, and requests compliance to help minimize any negative impacts to wildlife due to increased interaction."

Colorado Department of Transportation: In an email dated July 9, 2015, Dan Roussin, Permit Unit Manager said, "CDOT has reviewed the traffic study for Vista Business Park on SH 50. We are in agreement with the traffic study. The study indicates that the developer will build a right turn deceleration lane once they have 8 lots developed (sold). CDOT recommends that Gunnison County make this a conditions of the land-use approval.

CDOT has accepted the traffic study and will write a permit for 8 lots and then a new access permit will be required for the additional 4 lots. I anticipate the access permit (8 lots) will out in the next 2 weeks."

Gunnison County Public Works: In an email dated March 25, 2015, Marlene Crosby, Public Works Director, noted, "Page 7 of the Plan Set shows the existing portion of Vader land and the proposed Vista Drive. Both are identified as Rural Local road sections. A Rural Local requires 12' lanes and 3' shoulders. The shoulders on the drawing are labeled 4%. If that is intended to be 4' then the road classification is better suited to the Commercial/Industrial Collector standard which is for heavy duty traffic, and specifically for Industrial park roads.

Both the Rural local and the Commercial/Industrial classification allow for paved or gravel surfaces. Based on the type of traffic and the combined commercial/residential use I would suggest that paving be required. At the very least, there should be a requirement for dust mitigation. The individual lots will be required to have an Access permit when they apply for a permit of any type."

COMPLIANCE WITH APPLICABLE SECTIONS OF THE *GUNNISON COUNTY LAND USE RESOLUTION:*

Section 7-102: *Standards of Approval for Major Impact Projects.*
Applicable, the land use change shall comply with all applicable standards of this Section. The proposed land use change is compatible with the community character of the existing land uses in the development area and does not adversely impact the future development of the area. In 2012 the Gunnison County Board of Commissioners determined that the subject parcel is appropriate for industrial uses in Resolution No. 15, 2014.

Section 9-100: *Uses Secondary to a Primary Residence.*
Not applicable. No secondary uses are proposed as part of this application.

Section 9-200: *Special Residential Uses.*
Not applicable. No special residential uses are proposed as part of this application.

Section 9-300: *Commercial and Industrial Uses.*
Applicable, the applicant has identified uses allowed without a Land Use Change permit; uses that require an additional Land Use Change permit; and uses that are prohibited.

Section 6.8 of the Protective Covenants identifies design standards for development in the subdivision. The standards of Section 6.8 are in compliance with this Section 9-300 of the LUR.

The applicant proposes that certain, defined uses be permitted without any additional Land Use Change permit. Section 3.1 of the draft Declaration of Protective Covenants ("Declaration") addresses the uses that can be developed on the lots, uses that can be made only after review and approval by the Association and the County, and uses that are expressly prohibited. It is the Applicant's desire to create a subdivision that will allow for a diverse mix of industrial and commercial activities. The applicant has not proposed an exhaustive list of permitted uses that are allowed on the lots but rather relies on the design standards of Article 5 of the Protective Covenants to create parameters for acceptable commercial and industrial uses.

The applicant has identified (Section 3.1.1.3 of the draft Protective Covenants) that the following uses are prohibited in the Vista Business Park development: asphalt or concrete batch plants, adult oriented uses (as defined in the Gunnison County *Land Use Resolution*); mining operations, except for concentration of ores, milling, evaporation, and other processing, construction and use of accessory office and storage buildings, and transportation, which shall be uses permitted after review; and, veterinary clinics and animal shelters.

The applicant has identified specific uses that are allowed after review by the Property Owner's Association and Gunnison County (i.e. an additional land use change permit is required):

- The following mining operations: concentration of ores, milling, evaporation, and other processing, construction and use of accessory office and storage buildings, and transportation, upon compliance with *LUR* Division 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials*.
- Recreational vehicle parks and campgrounds, upon compliance with *LUR* Section 9-305: *Seasonal* Recreational *Vehicle Parks and Campgrounds*.
- Uses that require a variance from any provision of Article 5 or 6 of the Protective Covenants.

The covenants restrict retail sales in the development in Section 6.16 of the Covenants. No more than 33% of the floor area of any building shall be used for the retail sale of goods.

Marijuana cultivation, manufacturing, and/or testing facilities are expressly permitted so long as the same remain legal under Colorado law and Gunnison County regulations. Section 9-104: *Marijuana Cultivation, Manufacturing or Testing Facility* of the Gunnison County *Land Use Resolution* allows marijuana manufacturing and testing facilities in Gold Basin, Riverland or Signal Peak Industrial Parks. The location of marijuana manufacturing, testing, and/or cultivation facilities outside of those specific industrial park requires a Minor Impact Land Use Change permit, as identified in Section 9-104: G.2. Section 9-104: H. states that marijuana facilities and residential facilities cannot be collocated in the same structure. Any proposed marijuana facility in the Vista Business Park development shall be required to obtain a Minor Impact Land Use Change permit unless and until such time that the Gunnison County *Land Use Resolution* is amended. Any person may initiate an amendment to the *Land Use Resolution (LUR)*.

The Covenants require that, "merchandise, supplies, equipment, or materials of any kind, shall be stored within a building, shed or screened area." Vehicles used as part of a commercial and/or industrial use shall also be parked indoors or in a screened parking area. The subdivision will also include dedicated open space (common property), as illustrated on the site plan included in the Preliminary Plan. Some of the open space will remain undisturbed. Other portions of the open space will be utilized for the construction of augmentation ponds necessary for the operation of the Water Court-approved plan for augmentation serving the subdivision. A portion of the open space along Highway 50 will be landscaped to provide a visual buffer. The open space may be utilized for snow storage and the installation of utilities, as needed.

Section 9-400: ***Exploration, Extraction and Processing of Minerals and Construction Materials.***
Applicable, the proposed development may allow some uses, as defined in this Section. The applicant has identified (Section 3.1.1.3 of the draft Protective Covenants) that the following uses are prohibited in the Vista Business Park development: asphalt or concrete batch plants, mining operations, except for concentration of ores, milling, evaporation, and other processing, construction and use of accessory office and storage buildings, and transportation, which shall be uses permitted after review.

The applicant has identified specific uses that are allowed after review by the Property Owner's Association and Gunnison County (i.e. an additional land use change permit is required):

- The following mining operations: concentration of ores, milling, evaporation, and other processing, construction and use of accessory office and storage buildings, and transportation, upon compliance with *LUR* Division 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials*.

No specific uses are approved for exploration, extraction and/or processing of minerals and construction materials at this time. A Land Use Change permit shall be required for any use proposed that is defined in this Section.

Section 9-500: ***Miscellaneous Uses and Activities.***
Not applicable, no miscellaneous uses or activities are proposed as part of this application. Any future uses, as defined by this Section, are required to comply with the standards of this Section and an additional Land Use Change permit may be required. The proposed Protective Covenants state, "No temporary structure, mobile home, modular home, trailer, trailer house, travel trailer or recreational vehicle shall be permitted on any Lot at any time, except that a small temporary structure or trailer not to exceed 400 square feet, and approved by the ARB, may be allowed during construction. Such temporary structure or trailer shall be removed before any Building on the Lot is occupied or used."

The Protective Covenants state, "The only satellite dishes allowed are small dishes associated with Direct TV, Dish Network or similar providers. These dishes shall be located in a non-prominent portion of the Building, shall be hidden from view as much as possible, and shall be the same color as the wall seen behind the satellite dish or antenna or some other neutral color."

No attached or freestanding wireless communications devices are proposed as part of this application. Any future use may require a Land Use Change permit.

Section 6.13.3 of the proposed Protective Covenants does not allow horses or livestock in the proposed development.

Section 6.14 of the proposed Protective Covenants prohibits camping.

Section 10-102: ***Locational Standards for Residential Development.***
Not applicable, the residential development proposed as part of the subdivision is accessory to the primary use of commercial or industrial for each lot. The proposed development is within the City of Gunnison Three Mile Plan area.

Section 10-103: ***Residential Density.***
Not applicable, the residential development proposed as part of the subdivision is accessory to the primary use of commercial or industrial for each lot. The proposed development is within the City of Gunnison Three Mile Plan area.

Section 10-104: ***Locational Standards for Commercial, Industrial, and other Non-Residential Uses.***

Applicable, the proposed development is within the City of Gunnison Three Mile Plan area and is reviewed under the primary locational standards. A copy of the application was referred to the City of Gunnison, whose comments are noted above. The City of Gunnison Three Mile Plan does not contemplate an industrial use in this location and the Plan identifies it as a location appropriate for rural residential use (one unit per 5-35 acres). The City has expressed their opposition to any retail sales at the proposed subdivision. The Planning Commission and Board of County Commissioners considered this during the joint public hearing. The applicant has proposed that no more than 33% of the floor area of any building shall be used for the retail sale of goods. The covenants restrict retail sales in the development in Section 6.16 of the Covenants stating:

> *No more than 33% of the floor area of any Building shall be used for the retail sale of goods. The sale of goods processed, fabricated, altered, manufactured, grown, cultivated, or to which value was otherwise added on the Lot or by the business operated on the Lot at a jobsite shall not count against this limitation. Relatedly, the sale of goods in a manner that is incidental and ancillary to the provision of a service (e.g. the sale of motor oil in conjunction with performing an oil change) shall not count against this limitation. Floor space used for the storage of goods that is not open to the public shall not count against this limitation. This limitation shall not apply to outside areas that may be used to store products that, by their nature (such as trees, bushes, and other plants), must be stored and displayed outside. The purpose of this limitation is to preclude the use of a Lot for high volume pure retail establishments such as department stores, grocery stores, and convenience stores.*

Both the Planning Commission and the Board of County Commissioners found this to be an acceptable compromise and noted that due to the lack of industrial area available in the City it is unreasonable to require no retail sales to occur in the proposed development.

Section 11-103: *Development In Areas Subject to Flood Hazards*.
Applicable, portions of the subject parcel are within the 100-year floodplain. The location of the floodplain is delineated on the "Site Plan, Water Quality, Grading and Drainage," prepared by NCW & Associates, Inc. dated March 31, 2015. The proposed development activities and building envelope locations are outside of the 100-year floodplain. A portion of the open space is located within the 100-year floodplain.

As a condition of approval of a proposed land use change permit within the floodplain, the landowner shall sign the "Warning and Disclaimer of Floodplain Hazards Affecting Use and Occupancy of this Property," which shall be included on the Final Plat for subdivision and/or within the applicable recorded document that approves the Land Use Change permit.

Section 11-104: *Development in Areas Subject to Geologic Hazards*.
Not applicable, the subject parcel is not in an area of geologic hazards.

Section 11-105: *Development In Areas Subject to Wildfire Hazards.*
Applicable, the subject parcel is in an area of low wildfire hazard. A copy of the application was referred to Gunnison Fire Protection District (District) for review and comment. The District did request that a dry hydrant be installed at the subject parcel; the applicant has indicated that he is willing to comply with that recommendation.

Section 11-106: *Protection of Wildlife Habitat Areas.*
The application was referred to the Division of Parks and Wildlife (DPW) and no comments were received. The application was also referred to the Gunnison County Wildlife Coordinator, his comments are noted above and found that no impacts to the Gunnison Sage-grouse are expected to occur with this development beyond what has already occurred.

The applicant contacted the U.S. Fish and Wildlife Service and received a letter dated December 2, 2014 from Kurt Broderdorp, Acting Western Colorado Supervisor, stating: "You have inquired whether you might need an incidental take permit from the U.S. Fish and Wildlife Service

(Service) for this project. Your project area is greater than 0.6 mile from an active Gunnison Sage-grouse lek, is essentially surrounded by existing disturbance and does not currently support sagebrush or functional Gunnison Sage-grouse seasonal habitats. No incidental take permit for this project is necessary."

Section 11-107: *Protection of Water Quality*.
Applicable, the proposed development is within 125 feet of a water body. A wetlands delineation has been prepared by Colorado Land & Water Specialists, LLC and the location of the wetlands, floodplain, and water quality protection plan are identified on "Site Plan, Water Quality, Grading and Drainage," and "Site Plan, Erosion Control and Reclamation," prepared by NCW & Associates, Inc. dated March 31, 2015. The applicant has proposed building envelopes in compliance with this Section that meet the inner restrictive buffer requirements. Building envelopes are located outside of the inner restrictive buffer and variable outer buffer and Section 6.10 of the Protective Covenants includes provisions regarding hazardous materials.

Section 11-108: *Standards For Development On Ridgelines.*
Not applicable. The site is not located on a ridgeline.

Section 11-109: *Development That Affects Agricultural Lands.*
Not applicable, the subject parcel will not directly affect agricultural lands.

Section 11-110: *Development Of Land Beyond Snowplowed Access*.
Not applicable, the site is not located beyond snowplowed access.

Section 11-111: *Development On Inholdings In The National Wilderness.*
Not applicable, the site is not located on a National Wilderness inholding.

Section 11-112: *Development On Property Above Timberline.*
Not applicable, the site is not located above timberline.

Section 12-103: *Road System*.
Applicable, a copy of the application was referred to Gunnison County Public Works and the Colorado Department of Transportation. Comments from both are noted above. A traffic study was completed by NCW & Associates, Inc. dated April 27, 2015. The traffic study found that

> *…applying the State Highway Access Code criteria, a left turn deceleration lane is not required to be constructed and/or striped at the existing location of the Vader Lane access. At full build out of Vista Business Center and with the existing uses on Vader Lane, the left turns into the site during the AM Peak Hour (Design hour) are not projected to exceed 10 vehicles per hour….The projected right turn in volume is 23 the A.M. and 15 in P.M. This is below the threshold of 25. A right turn deceleration lane is not warranted. A left turn out acceleration lane is not necessary. The line of sight is 1184' and the minimum sight distance 1105'. The peak traffic volume on Highway 135 is around 1:00 p.m. which does not coincide with the peak hour for the VBC site. A left turn out acceleration lane is not required*.

A turn lane analysis memo from CDOT dated July 8, 2015 from Kent Harbert was also received. CDOT is requiring a right turn deceleration lane to be installed after the sale of the eighth lot in the proposed development. This condition shall be incorporated into the Development Improvements Agreement. The terms and condition of the review are:

1. *The earthwork for the right turn deceleration shall be completed with the initial development of the property, as proposed.*
2. *Right of way shall be granted for the future right-turn deceleration lane. The edge of the right of way shall be a minimum of 10 feet from the toe of fill.*

3. *The developer shall set up an escrow account, as proposed, for the future paving of the right turn deceleration lane. The escrow account shall be owned and administered by Gunnison County. The terms and conditions of the escrow account shall be subject to the review and approval by CDOT, but CDOT cannot be a party to the account or any agreement attached to it.*
4. *The developer's design consultant shall submit construction plans for the right turn deceleration lane with the initial development. Upon approval of the plans by CDOT they will not be subject to changes in the design standards for a period of 20 years.*

The Certification of Driveway Availability is included in Exhibit J of the Preliminary Plan application.

A 15- foot wide pedestrian and drainage easement is located within the right of way for Vista Drive, in accordance with LUR 12-103.K. Additionally, a 30 foot wide easement on the boundary between lots 6 and 7, and on the boundary between lots 5-7 and the platted open space on the south side of the Property, has been reserved to provide lot owners with non-motorized access to the platted common area open space on the south side of the Property.

The road will follow the natural contours of the land, and will be constructed approximately 1 foot above the existing grade. No cuts will be required.

Gunnison County Public Works Director has recommended that the road be paved and that dust mitigation be required. Exhibit G includes notes detailing the dust control plan. The contractor will be responsible for providing a water truck and for obtaining a sufficient water supply to maintain dust control and provide the required compaction. The contractor will be required to stop surface work if the winds exceed 25 miles per hour. The limits of construction will be staked to minimize the disturbance of existing vegetated areas.

The County shall not give final approval to a Land Use Change permit until the County has received a copy of the Highway Access permit.

Section 12-104: *Public Trails*.
There is no public trail existing or proposed on this site.

Section 12-105: *Water Supply*.
The applicant proposes that water for commercial, industrial, domestic and landscape irrigation uses will be delivered to each lot through a series of wells, pursuant to the 12CW114 Decree, as amended by the 15CW3021 Decree. Each of Lots 1-12 will be served by a well in the VBC Well Field. Lot 13 will be served by the Vader Domestic Well and / or Dan Vader Stockwater Well. Each Lot Owner will be responsible for the cost of permitting and installing the well to serve its Lot. By purchasing a Lot, each Lot Owner waives any objection to the default 600 foot well spacing requirement of the Colorado Division of Water Resources.

Evidence that a final court decree for the amended decree is required at Final Plan. Comments from the Division of Water Resources are noted above and state that the Division finds that the development has a legal and physically adequate supply of water.

Section 12-106: *Sewage Disposal/Wastewater Treatment.*
Applicable, the applicant is proposed that On-site Wastewater Treatment Systems be installed for each lot in the development. Gunnison County Environmental Health comments are noted above and note that it is feasible to install OWTS in the proposed development.

Section 12-107: *Fire Protection*.
The proposed development is located within the Gunnison Fire Protection District. The application was referred to the Gunnison Fire Protection District and their comments are noted above. The Fire Marshal has requested the installation of a dry hydrant at the site which the applicant has agreed to do.

Section 13-103: ***General Site Plan Standards And Lot Measurements.***
The site plan for this proposed development must meet the site plan criteria of this section, including proposed and existing roads, driveways, lot lines, building sites, and natural features of the site. The site plan prepared by NCW & Associates, titled, "Site Plan, Boundaries and Easements," dated March 31, 2015.

Section 13-104: ***Setbacks from Property Lines and Road Rights-of-Way.***
This section applies; the proposed improvements meet the commercial and industrial setback requirements. The proposed development complies with all setback requirements adjacent to other parcels. The setbacks between the proposed lots comply with the 15-foot setback required between adjacent commercial and industrial uses.

Section 13-105: ***Residential Building Sizes and Lot Coverages.***
Applicable, the submitted protective covenants restrict the maximum residential building size to 2,500 square feet.

Section 13-106: ***Energy and Resource Conservation.***
Applicable, this section will be applied at the time of building permit application.

Section 13-107: ***Installation of Solid Fuel-Burning Devices***
This section applies and any solid fuel-burning devices proposed shall comply with this section.

Section 13-108: ***Open Space And Recreation Areas***
Applicable, the proposed development is within the City of Gunnison Three-Mile Plan, however there are no adopted standards in the Intergovernmental Agreement for open space, therefore the county standards apply. Commercial and industrial uses that are classified as Major Impact projects shall provide open space by including landscaping elements and setbacks from property lines. The applicant has proposed landscaping and buffering along the northern property boundary with Highway 50 and a portion of open space is identified on the southern portion of the parcel.

The Landscaping Plan calls for the planting of 12 spruce trees, 37 cottonwood trees, and 21 shrubs in the locations depicted on the Landscaping Plan. The landscaping is designed primarily to create a visual buffer from Highway 50. The majority of this landscaping is located on common area Open Space. However, some of the landscaping will be located on landscaping easements along the perimeters of lots 1 and 12 in order to maximize the visual buffering of the Property from Highway 50.

Section 13-109: ***Signs.***
The applicant has submitted a design for a business cluster sign at the intersection of the Vader Lane and Highway 50. One cluster sign at each access to a development is allowed. Section 13-109: K. allows a maximum area of 70 square feet and no greater than 16 feet above the natural grade. The proposed sign is 18'9" tall and is 138 square feet (not including bracing or the base structure). The portion of the sign that says "Vista Business Park" is 55 square feet. The applicant proposes to locate the sign inside the current fenced area on the northeast corner of the parcel; this area is below the grade of Highway 50. The applicant has requested a variance from the maximum size and height standards of this Section. Section 13-109: M.4. Criteria for Board Decision identify the following standards for approval of a variance and the applicant has responded to each of those standards in attached Exhibit A:

a. ***HARDSHIP NOT SELF-IMPOSED.*** *That the hardship has not been created by the applicant, or his/her predecessor;*

b. ***NO HARM TO PUBLIC SAFETY.*** *That there is no detriment to the public health, safety and welfare;*

c. ***DEMONSTRATION OF NEED.*** *That there exists a clear and reasonable need for the sign at the proposed location;*

d. ***CONSISTENCY WITH NEIGHBORHOOD****. That the type, style, size and other characteristics of the proposed sign are consistent with the character of the proposed location;*

e. ***COMPLIANCE WITH ALL OTHER STANDARDS****. That the location, character and format of the proposed sign are not in conflict with the purposes of this Section, or of this Resolution.*

f. ***PUBLIC BENEFIT OUTWEIGHS IMPACTS****. That the benefits that the sign would provide to the public and county visitors would outweigh any adverse aesthetic or other impacts caused by the proposed sign.*

The applicant has not demonstrated a clear and reasonable need for the variance and finds that hardship is self-imposed. All of the signs referenced in Exhibit A are located in the City of Gunnison (except the Inn at Tomichi Village which predated the current sign regulations). Additionally, all of the signs referred to in Exhibit A refer to signs that advertise retail type businesses rather than industrial uses. The portion of the proposed sign that says "Vista Business Park" is approximately 55 square feet. The intent of the cluster sign is to identify businesses not to provide "billboard" type advertisement. The character of the businesses that are anticipated to locate in the development are not such that a passerby may see the sign and decide to stop and shop—the scope of retail is limited. Each business will also be allowed an individual 50 square foot sign at the entrance to their business from the internal development road. There are no signs on Highway 50 at the Signal Peak Industrial Park and the proposed sign is not consistent the rural character of the location. There are no public benefits associated with the larger sign. Staff recommends that the variance be denied with respect to the size of the sign. However, due to the existing topography of the site staff recommends that the applicant be permitted a variance to increase the height of the sign to the proposed 22 feet.

Section 13-110: *Off-Road Parking And Loading.*
Applicable, individual parcels and uses are required to comply with this Section. The Protective Covenants require a minimum of six parking spaces per lot and that the parking area be screened.

Section 13-111: *Landscaping And Buffering.*
Applicable, the Landscaping Plan calls for the planting of 12 spruce trees, 37 cottonwood trees, and 21 shrubs in the locations depicted on the Landscaping Plan. The landscaping is designed primarily to create a visual buffer from Highway 50. The majority of this landscaping is located on common area Open Space. However, some of the landscaping will be located on landscaping easements along the perimeters of lots 3, 4, and 12 in order to maximize the visual buffering of the Property from Highway 50.

Section 13-112: *Snow storage*.
Applicable, Section 5.21 of the Protective Covenants require, "Adequate snow storage areas shall be provided along all interior driveways, parking areas, service yards, and storage areas so as to permit removal of snow without damaging screening, landscaping, and other plantings within the Lot," and compliance with this Section.

Section 13-113: *Fencing*
Applicable, this section applies and any fencing proposed shall comply with this section.

Section 13-114: *Exterior Lighting.*
Applicable, this section applies and any exterior lighting proposed shall comply with this section. Additionally, commercial and industrial uses are required to comply with the exterior lighting requirements of Section 9-301: D.6. *Exterior Lighting.* Section 5.10 of the Protective Covenants identifies exterior lighting requirements in compliance with this Section.

Section 13-115: *Reclamation And Noxious Weed Control.*

Applicable, an Earthmoving Site Revegetation and Noxious Weed Control Plan is attached in the Preliminary Plan, Exhibit M. The Plan references a map titled "Erosion Control and Reclamation Plan," which was prepared by NCW & Associates, Inc., and which is attached as Exhibit G. The Plan is incorporated into the Declaration at paragraph 5.15.

Section 13-116: *Grading And Erosion Control.*
A grading and erosion control plan was included in the Preliminary Plan application titled, "Site Plan, Water Quality, Grading and Drainage," and "Site Plan, Erosion Control and Reclamation," prepared by NCW & Associates, Inc. dated March 31, 2015. The applicant shall comply with the standards of this Section.

Section 13-117: *Drainage, Construction And Post-Construction Stormwater Runoff.*
A grading and erosion control plan was included in the Preliminary Plan application titled, "Site Plan, Water Quality, Grading and Drainage," and "Site Plan, Erosion Control and Reclamation," prepared by NCW & Associates, Inc. dated March 31, 2015. The applicant shall comply with the standards of this Section.

Section 13-118: *Water Impoundments.*
Not applicable, this project does not propose a water impoundment that is greater than 99-acre feet.

Section 13-119: *Standards to Ensure Compatible Uses.*
Applicable, the proposed development has been designed in a manner to ensure compatible uses. The adjacent uses include Signal Peak Industrial Park Filing 1 and 2 which includes commercial, industrial and some residential uses. The Board of County Commissioners identified the subject parcel in the 2012 Land Use Analysis as an appropriate location for industrial development. The design of the development including hours of operation, location of uses and residences will not adversely affect the character or tranquility of nearby residential or public areas.

Article 15: *Right-to-Ranch Policy*.
This section is not applicable; there are no agricultural lands that will be affected by the uses on the subject parcel.

FINDINGS:
The Gunnison County Planning Commission finds that:

1. This application, by definition, is classified as a Major Impact.
2. The Gunnison County Board of Commissioners identified the subject parcel as an area appropriate for industrial development in the 2012 Land Use Analysis, Resolution No. 15, 2014.
3. The proposed development is not located adjacent to a municipality but is within the City of Gunnison Three Mile Plan area.
4. Gunnison County and the City of Gunnison have an Intergovernmental Agreement for the Three Mile Plan area.
5. Lots 1, 2, 3, 4, and 5 shall be permitted to have industrial and commercial uses as identified in the Protective Covenants. Lots 6, 7, 8, 9, 10, 11, and 12 are subject to additional restrictions in Section 6.17 of the Covenants to ensure compatibility with residential land uses. Residential uses are allowed only on Lots 7-12.
6. The parcel identified as "Outlot" contains an existing residence and outbuildings. The developer reserves a development right to add the outlot as the thirteenth lot upon the termination or expiration of the lifetime lease. The Outlot shall be permitted to have the same uses and restrictions as Lots 1-5.
7. The Protective Covenants identifies that the following uses are prohibited in the development: asphalt or concrete batch plants; adult oriented uses; mining operations; and veterinary clinics and animal shelters.
8. The Protective Covenants allow the following uses after the approval of a site specific Land use Change permit for the proposed use: concentration of ores, milling, evaporation, and other

processing, construction and use of accessory office and storage buildings, and transportation; recreational vehicles parks and campgrounds; any use that requires a variance from any provision of Article 5 or 6 of the Protective Covenants.

9. Marijuana cultivation, manufacturing and/or testing facilities are permitted by the Protective Covenants. Section 9-104 of the Gunnison County *Land Use Resolution* only allows the development of those facilities after a Minor Impact Land Use Change permit unless the use is in Gold Basin, Signal Peak or Riverland Industrial Parks.
10. Portions of the subject parcel are in the 100-year floodplain.
11. Gunnison County Wildlife Coordinator and the Colorado Parks and Wildlife have reviewed the application relative to Gunnison Sage-grouse impacts and found that there will be no additional impacts to the bird from the proposed development.
12. CDOT requires a right turn deceleration lane be installed on Highway 50 into Vader Lane after the sale of the eight lot in the development.
13. A CDOT access permit is required.
14. The applicant has amended the water court decree to allow for the development of individual wells on each proposed lot. The final court decree has not been issued at this time.
15. Gunnison County Fire Protection District has requested that a dry hydrant be installed at the development.
16. The landscaping plan is in compliance with Gunnison County standards and also mitigates visual impacts from the proposed development to Highway 50 traffic.
17. The applicant has requested a variance to Section 13-109: Signs relative to the size and height of the proposed sign. The request is attached as Exhibit A.
18. The proposed sign in Exhibit A is 138 square feet and 22 feet high. The applicant has not demonstrated that the hardship is not self-imposed, nor that there is a need nor that it is consistent with the neighborhood, relative to the proposed area of the sign. With respect to the height the applicant has demonstrated that there is a hardship due to the topography at the site.
19. 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.

RECOMMENDATION:

The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above findings and recommends that LUC-11-00035 be classified as a Major Impact Preliminary Plan, and that the Preliminary Plan be approved with the following conditions:

1. Any property owner that submits a building permit application shall be required to submit a detailed narrative to Gunnison County Community Development describing how they comply with Article 5 and 6 of the Protective Covenants and are a permitted use (use that does not require an additional Land Use Change permit).
2. A Land Use Change permit shall be required for any use that includes the concentration of ores, milling, evaporation and other processing.
3. A Land Use Change permit shall be required if a proposed use in the development requires a variance from any provision of Article 5 or 6.
4. No specific uses are contemplated or approved for extraction, exploration and/or processing of minerals and construction materials.
5. Any proposed marijuana facility in Vista Business Park shall be subject to the standards of Section 9-104 of the Gunnison County *Land Use Resolution* and shall be required to obtain a Minor Impact Land Use Change permit unless and until such time that an amendment is made to the Gunnison county Land Use Resolution allowing the development of marijuana facilities with an Administrative Review Land Use Change permit.
6. Retail sales, in compliance with Section 6.16 of the Protective Covenants are allowed in the proposed development.

7. The landowner shall sign and notarize the “Warning and Disclaimer of Floodplain Hazards Affecting Use and Occupancy of this Property,” which shall be included on the Final Plat for subdivision.
8. The Development Improvements Agreement shall include a provision requiring bonding for the right turn deceleration lane.
9. A CDOT Highway Access permit is required to be submitted with the Final Plan application.
10. Evidence that a final court decree has been approved shall be submitted at Final Plan.
11. A dry hydrant, in compliance with the standards of Gunnison County Fire Protection District shall be installed.
12. The landscaping shall be installed as described in the Landscaping Plan. It shall also be included as part of the Development Improvements Agreement.
13. The variance request for a sign area greater than 70 square feet is denied. A sign 70 square feet or less, consistent with the design submitted is approved.
14. The variance request for a sign greater than 16 feet tall (approximately 22 feet in height) is approved.
15. Approval of the Preliminary Plan shall not constitute approval of the Major Impact Project, or permission to proceed with construction of any aspect of the Land Use Change. Approval shall only constitute authorization for the applicant to submit a Final Plan, in accordance with the representations made by the applicant and in response to any conditions placed on the Preliminary Plan by the Board.
16. The applicant shall be required to submit the Final Plan application within 12 months after the date of the approval of the Preliminary Plan. Failure to submit a complete Final Plan application within this time period shall render the Preliminary Plan approval null and void, and require the applicant to begin the Preliminary Plan review process again.
17. This permit is limited to activities described within the “Project Description” of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
18. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
19. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
20. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
21. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. ___SERIES 2015

A RESOLUTION APPROVING PRELIMINARY PLAN APPLICATION FOR VISTA BUSINESS, LINK, LLC FOR THE SUBDIVISION OF 13 LOTS AND THE DEVELOPMENT OF A COMMERCIAL AND INDUSTRIAL PARK

WHEREAS, Link, LLC has submitted a preliminary plan application to subdivide a 28.07-acre parcel into thirteen lots, each approximately 1.1 to 2.6 acres in size, to be developed into an industrial and commercial park, with ancillary residential use on specific lots. Lots 1- 5 will be permitted to have industrial and commercial uses as specified in the Protective Covenants. Lots 7-12 are intended to be light industrial and/or commercial uses with ancillary residential uses allowed. Lot 6 is intended to be a buffer lot between the lighter industrial and commercial uses on Lots 7-12 and the heavier industrial and commercial uses on Lots 1-5. Lot 6 is not permitted to have a residence, nor are Lots 1-5. Uses and operations on Lots 6-12 are proposed to be contained wholly indoors with the exception of nurseries, employee parking, loading, unloading and storage. The impacts must be contained to the Lot and not produce more than a de minimis amount of, and in no event exceed Gunnison County standards, for noise, vibration, electrical or magnetic interference, glare, fumes, odors, dust, smoke, heat or waste. The

The parcel identified as "Outlot" on the Site Plan contains an existing residence and outbuildings that the current owner, W.K. Edwards will continue to own. The "outlot" will be subject to a lifetime lease granted to the current owner of the subject property. The developer will reserve a development right to add the outlot as the thirteenth lot upon the termination or expiration of the lifetime lease, in accordance with the Colorado Common Interest Ownership Act. The outlot will be subject to the same standards and restrictions as Lots 1-5. The existing residence may remain in place; at such time that the residence is removed no new residence shall be constructed or allowed on the Outlot, in compliance with the design and use standards for Lots 1-5 and Articles 5 and 6 of the Protective Covenants.

The applicant proposes that certain, defined uses be permitted without any additional Land Use Change permit. Section 3.1 of the draft Declaration of Protective Covenants ("Declaration") addresses the uses that can be developed on the lots, uses that can be made only after review and approval by the Association and the County, and uses that are expressly prohibited. It is the Applicant's desire to create a subdivision that will allow for a diverse mix of industrial and commercial activities. The applicant has not proposed an exhaustive list of permitted uses that are allowed on the lots but rather relies on the design standards of Article 5 of the Protective Covenants to create parameters for acceptable commercial and industrial uses.

The applicant has identified (Section 3.1.1.3 of the draft Protective Covenants) that the following uses are prohibited in the Vista Business Park development: asphalt or concrete batch plants, adult oriented uses (as defined in the Gunnison County *Land Use Resolution*); mining operations, except for concentration of ores, milling, evaporation, and other processing, construction and use of accessory office and storage buildings, and transportation, which shall be uses permitted after review; and, veterinary clinics and animal shelters.

The applicant has identified specific uses that are allowed after review by the Property Owner's Association and Gunnison County (i.e. an additional land use change permit is required):

- The following mining operations: concentration of ores, milling, evaporation, and other processing, construction and use of accessory office and storage buildings, and transportation, upon compliance with *LUR* Division 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials*.
- Recreational vehicle parks and campgrounds, upon compliance with *LUR* Section 9-305: *Seasonal* Recreational *Vehicle Parks and Campgrounds*.
- Uses that require a variance from any provision of Article 5 or 6 of the Protective Covenants.

The covenants restrict retail sales in the development in Section 6.16 of the Covenants. No more than 33% of the floor area of any building shall be used for the retail sale of goods.

Marijuana cultivation, manufacturing, and/or testing facilities are expressly permitted so long as the same remain legal under Colorado law and Gunnison County regulations. Section 9-104: *Marijuana Cultivation, Manufacturing or Testing Facility* of the Gunnison County *Land Use Resolution* allows marijuana manufacturing and testing facilities in Gold Basin, Riverland or Signal Peak Industrial Parks. The location of marijuana manufacturing, testing, and/or cultivation facilities outside of those specific industrial park requires a Minor Impact Land Use Change permit, as identified in Section 9-104: G.2. Section 9-104: H. states that marijuana facilities and residential facilities cannot be collocated in the same structure. Any proposed marijuana facility in the Vista Business Park development shall be required to obtain a Minor Impact Land Use Change permit unless and until such time that the Gunnison County *Land Use Resolution* is amended. Any person may initiate an amendment to the *Land Use Resolution (LUR)*.

The Covenants require that, "merchandise, supplies, equipment, or materials of any kind, shall be stored within a building, shed or screened area." Vehicles used as part of a commercial and/or industrial use shall also be parked indoors or in a screened parking area. The subdivision will also include dedicated open space (common property), as illustrated on the site plan included in the Preliminary Plan. Some of the open space will remain undisturbed. Other portions of the open space will be utilized for the construction of augmentation ponds necessary for the operation of the Water Court-approved plan for augmentation serving the subdivision. A portion of the open space along Highway 50 will be landscaped to provide a visual buffer. The open space may be utilized for snow storage and the installation of utilities, as needed.

The parcel is located approximately two miles east of the City of Gunnison within the City's Three Mile Plan area. The parcel is legally described as 28.07 acres in the NW1/4SW1/4 and SW1/4NW1/4, Section 3, Township 49 North, Range 1 East, N.M.P.M., also known as 43950 Highway 50.

WHEREAS, after a review of the Preliminary Plan and all information, documentation and testimony related to it, the Gunnison County Planning Commission did on August 7, 2015, forward a recommendation of approval of that application to the Board of County Commissioners with certain findings and conditions; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the Preliminary Plan for Land Use Change Permit No. 11-00035, for Link LLC, is approved, subject to each and all conditions of the Preliminary Plan recommendation document, as identified above, and the following findings and conditions:

Findings:

1. This application, by definition, is classified as a Major Impact.
2. The Gunnison County Board of Commissioners identified the subject parcel as an area appropriate for industrial development in the 2012 Land Use Analysis, Resolution No. 15, 2014.
3. The proposed development is not located adjacent to a municipality but is within the City of Gunnison Three Mile Plan area.
4. Gunnison County and the City of Gunnison have an Intergovernmental Agreement for the Three Mile Plan area.
5. Lots 1, 2, 3, 4, and 5 shall be permitted to have industrial and commercial uses as identified in the Protective Covenants. Lots 6, 7, 8, 9, 10, 11, and 12 are subject to additional restrictions in Section 6.17 of the Covenants to ensure compatibility with residential land uses. Residential uses are allowed only on Lots 7-12.
6. The parcel identified as "Outlot" contains an existing residence and outbuildings. The developer reserves a development right to add the outlot as the thirteenth lot upon the termination or expiration of the lifetime lease. The Outlot shall be permitted to have the same uses and restrictions as Lots 1-5.
7. The Protective Covenants identifies that the following uses are prohibited in the development: asphalt or concrete batch plants; adult oriented uses; mining operations; and veterinary clinics and animal shelters.
8. The Protective Covenants allow the following uses after the approval of a site specific Land use Change permit for the proposed use: concentration of ores, milling, evaporation, and other processing, construction and use of accessory office and storage buildings, and transportation; recreational vehicles parks and campgrounds; any use that requires a variance from any provision of Article 5 or 6 of the Protective Covenants.
9. Marijuana cultivation, manufacturing and/or testing facilities are permitted by the Protective Covenants. Section 9-104 of the Gunnison County *Land Use Resolution* only allows the development of those facilities after a Minor Impact Land Use Change permit unless the use is in Gold Basin, Signal Peak or Riverland Industrial Parks.
10. Portions of the subject parcel are in the 100-year floodplain.
11. Gunnison County Wildlife Coordinator and the Colorado Parks and Wildlife have reviewed the application relative to Gunnison Sage-grouse impacts and found that there will be no additional impacts to the bird from the proposed development.
12. CDOT requires a right turn deceleration lane be installed on Highway 50 into Vader Lane after the sale of the eight lot in the development.
13. A CDOT access permit is required.
14. The applicant has amended the water court decree to allow for the development of individual wells on each proposed lot. The final court decree has not been issued at this time.
15. Gunnison County Fire Protection District has requested that a dry hydrant be installed at the development.
16. The landscaping plan is in compliance with Gunnison County standards and also mitigates visual impacts from the proposed development to Highway 50 traffic.
17. The applicant has requested a variance to Section 13-109: Signs relative to the size and height of the proposed sign. The request is attached as Exhibit A.
18. The proposed sign in Exhibit A is 138 square feet and 22 feet high. The applicant has not demonstrated that the hardship is not self-imposed, nor that there is a need nor that it is consistent with the neighborhood, relative to the proposed area of the sign. With respect to the height the applicant has demonstrated that there is a hardship due to the topography at the site.

Conditions:

1. Any property owner that submits a building permit application shall be required to submit a detailed narrative to Gunnison County Community Development describing how they comply with Article 5 and 6 of the Protective Covenants and are a permitted use (use that does not require an additional Land Use Change permit).
2. A Land Use Change permit shall be required for any use that includes the concentration of ores, milling, evaporation and other processing.
3. A Land Use Change permit shall be required if a proposed use in the development requires a variance from any provision of Article 5 or 6.
4. No specific uses are contemplated or approved for extraction, exploration and/or processing of minerals and construction materials.
5. Any proposed marijuana facility in Vista Business Park shall be subject to the standards of Section 9-104 of the Gunnison County *Land Use Resolution* and shall be required to obtain a Minor Impact Land Use Change permit unless and until such time that an amendment is made to the Gunnison county Land Use Resolution allowing the development of marijuana facilities with an Administrative Review Land Use Change permit.
6. Retail sales, in compliance with Section 6.16 of the Protective Covenants are allowed in the proposed development.
7. The landowner shall sign and notarize the "Warning and Disclaimer of Floodplain Hazards Affecting Use and Occupancy of this Property," which shall be included on the Final Plat for subdivision.
8. The Development Improvements Agreement shall include a provision requiring bonding for the right turn deceleration lane.
9. A CDOT Highway Access permit is required to be submitted with the Final Plan application.
10. Evidence that a final court decree has been approved shall be submitted at Final Plan.
11. A dry hydrant, in compliance with the standards of Gunnison County Fire Protection District shall be installed.
12. The landscaping shall be installed as described in the Landscaping Plan. It shall also be included as part of the Development Improvements Agreement.
13. The variance request for a sign area greater than 70 square feet is denied. A sign 70 square feet or less, consistent with the design submitted is approved.
14. The variance request for a sign greater than 16 feet tall (approximately 22 feet in height) is approved.
15. Approval of the Preliminary Plan shall not constitute approval of the Major Impact Project, or permission to proceed with construction of any aspect of the Land Use Change. Approval shall only constitute authorization for the applicant to submit a Final Plan, in accordance with the representations made by the applicant and in response to any conditions placed on the Preliminary Plan by the Board.
16. The applicant shall be required to submit the Final Plan application within 12 months after the date of the approval of the Preliminary Plan. Failure to submit a complete Final Plan application within this time period shall render the Preliminary Plan approval null and void, and require the applicant to begin the Preliminary Plan review process again.
17. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
18. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
19. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the

applicant failed to disclose facts necessary to make any such fact not misleading.

20. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
21. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

WHEREAS, this review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

THIS APPROVAL is affected noting that decision documentation includes, but is not limited to, the application and the entire Planning Department Land Use Change Permit application file relative to this application. This approval is founded on each individual finding and requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

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

INTRODUCED by Commissioner _____, seconded by Commissioner , and passed on this ___day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS

_____	_____	_____
Paula Swenson, Chairperson	Phil Chamberland, Commissioner	Jonathan Houck, Commissioner

ATTEST:

Gunnison County Clerk and Recorder

DECLARATION OF PROTECTIVE COVENANTS
FOR
VISTA BUSINESS CENTER

THIS Declaration of Protective Covenants (the "Declaration") is made this _____day of _____, _____, by LINK, LLC, a Colorado limited liability company, hereinafter referred to as "Declarant."

RECITALS

WHEREAS, Declarant is the owner of the real property located entirely within the County of Gunnison, State of Colorado, more particularly described in Exhibit A (the "Property") and Exhibit B (the "Expansion Property"), both attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant proposes to develop the Property, and eventually the Expansion Property, as a commercial and industrial business center serving Gunnison County (the "Project"); and

WHEREAS, it is the desire of the Declarant to enhance the establishment and enforcement of the general plan for the architectural character, development, and use of the business center, and to that end, Declarant desires to subject the Property and Expansion Property to certain covenants, conditions, and restrictions by which the Property and Expansion Property shall be owned, held, improved, used, occupied, and transferred; and

WHEREFORE, in furtherance thereof, Declarant subjects the Property and Expansion Property to the following covenants and conditions:

ARTICLE 1
ESTABLISHMENT AND PURPOSE OF COMMON INTEREST COMMUNITY

1.1. ESTABLISHMENT OF COMMON INTEREST COMMUNITY. Declarant, as the owner of the Property, for itself, its successors and assigns, hereby declares that the Property shall be owned, held, improved, used, occupied, and transferred subject to the provisions of this Declaration, and as a common interest community subject to the provisions of the Colorado Common Interest Ownership Act, Sections 38-33.3-101, et seq., Colorado Revised Statutes, as it may be amended from time to time (the "Act"). In the event the Act is repealed, the Act on the effective date of this Declaration shall remain applicable. The name of the common interest community shall be the Vista Business Center.

1.2. PURPOSE OF DECLARATION. The intent of this Declaration is to provide a framework for the development and maintenance of a superior environment for the conduct of business and industrial activity appropriate for the location of the Property at the gateway to the Gunnison area. It is also Declarant's intention, to the extent reasonably practicable, to mitigate the visual impact of the project as viewed from Colorado State Highway 50, and enhance the physical aesthetics of those portions of the project which are visible from Colorado State Highway 50.

ARTICLE 2
DEFINITIONS

The following definitions shall govern in the understanding and interpretation of this Declaration:

2.1. "Act" means the Colorado Common Interest Ownership Act, C.R.S. Sections 38-33.3-101 et seq., as amended.

2.2. "Allocated Interest" means the share of common expense liability and votes in the Association allocated to each Lot.

2.3. "Architectural Review Board" ("ARB") is a committee responsible for reviewing and approving building plans pursuant to Article 4 and other provisions of this Declaration.

2.4. “Association” shall mean a Colorado non-profit corporation organized by the Declarant or any successor corporation having as its membership the Owners, responsible for operation, maintenance and management of the Vista Business Center, and having the powers and duties hereinafter set forth.

2.5. “Association Documents” means this Declaration, the Articles of Incorporation, the Bylaws, the Plat, any design guidelines, and any procedures, rules, regulations or policies adopted under such documents by the Association.

2.6. “Building” means a structure enclosing a space within its walls and usually, but not necessarily, covered with a roof, and used for shelter, or enclosure of persons, animals or property of any kind.

2.7. “Building Envelope” shall mean a designated area of a Lot within which all structures, and, if required, an onsite wastewater treatment system, are to be located. The location of a Building Envelope constitutes no warranty or assurance that the Building Envelope is free of building constraints.

2.8. “Common Area” or “Common Elements” shall mean all real property within the Property in which the Association owns any interest or has a leasehold interest for the common use and enjoyment of the Owners, as shown on the Plat.

2.9. “Common Expenses” means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

2.10. “Declarant” shall mean Link, LLC or any successors or assigns of Link, LLC as are designated hereafter as the Declarant, for purposes of this Declaration in any deed or other instrument from Link, LLC.

2.11. “Declaration” means this document with all Exhibits attached hereto which by this reference are incorporated herein, and all supplements hereto, and the Plat, as amended, which documents will be recorded pursuant to the Act.

2.12. “Executive Board” shall mean the governing board of the Association.

2.13. “Expansion Property” shall mean the property described on Exhibit B attached hereto which Declarant may submit to the terms of this Declaration in accordance with Article 12, below.

2.14. “Garage” shall mean an accessory building or an accessory portion of a Building designed for the storage of motor vehicles.

2.15. “Improvements” shall mean and include, without limitation, buildings, structures, storage areas, parking areas, driveways, loading areas, fences, walls, hedges, plantings, landscaping, poles, driveways, ponds, recreational facilities, signs, decks, enclosures, changes in exterior color or shape, excavation, and all other site work including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement or any other items accessory to the above-described items, including any structure of any kind or type.

2.16. “Limited Common Element” means a portion of the Common Elements allocated by this Declaration or by operation of section 38-33.3-202(1)(b) or (1)(d) of the Act for the exclusive use of one or more Lots but fewer than all of the Lots.

2.17. “Lot” shall mean each of the separately-numbered parcels of ground within the Property, as described and shown on the Plat, the same being designated for separate ownership. Initially, there will be twelve Lots. The Declarant reserves the right to add one additional Lot.

2.18. “L.U.R.” shall mean the Land Use Resolution for Gunnison County, Colorado as adopted and revised.

2.19. “Mining Operations” shall mean the commercial development or extraction of a mineral or construction materials, or drilling of oil, gas or other wells for purpose of extraction, and any construction associated with mining, pre-development exploration, including associated blasting operations. The term

shall include underground mining, open pit mining, strip mining, surface operations, the disposal of mining wastes, concentration of ores, milling, evaporation, and other processing, mine wastes and tailings, and construction and use of accessory office and storage buildings; and transportation. It does not include the extraction of construction materials used on one or more parcels used for the agricultural operations of a single owner or operator.

2.20. "Owner" shall mean the person, firm, entity, or a combination thereof, legally entitled to possession of any Lot, and where the person, firm, or entity entitled to possession does not own fee simple title to the Lot, to also include the persons, firms, or entities owning fee simple title to the Lot.

2.21. "Owner's Agent" means any member of the Lot Owner's family, or any of the Lot Owner's agents, employees, invitees, or licensees.

2.22. "Plat" shall mean the final land survey plat of the Vista Business Center, duly executed by the Declarant, which constitutes part of this Declaration, recorded in the office of the Gunnison County Clerk and Recorder. It shall also include any future plat of any parcel of land contained within the Property.

2.23. "Property" shall mean and include all of the property subject to this Declaration, including all land, structures, fixtures, and other improvements and interests that, by custom, usage, or law, pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. At such time as a Supplemental Declaration adding the Expansion Property to the Project is filed, all references to "Property" in this Declaration shall be deemed to include the Expansion Property.

2.24. "Residential Unit" shall mean a structure or any part of a structure designed for residential purposes having one or more rooms, not more than one kitchen, and at least one bathroom, which is designed for long-term occupancy by one or more persons for living and sleeping purposes.

2.25. "Security Interest" shall mean an interest in any or all of the Property created by contract or conveyance which secures the payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association and any other consensual lien or title retention contract intended as security for an obligation.

2.26. "Structure" means anything constructed or erected, that requires location on the ground, or is attached to something having location on the ground, including portable shelters for human habitation or use, recreational vehicles and tents, storage, transmission or distribution facilities or public utilities, but not including transmission lines of less than 45 kilovolt capacity, or fences.

ARTICLE 3
LAND USE

3.1. LOTS. The uses to which a Lot may be put are as follows:

3.1.1. COMMERCIAL AND INDUSTRIAL USES. The commercial and industrial uses to which a Lot may be put are divided into the following categories:

3.1.1.1. PERMITTED USES. It is the intention of the Declarant to provide a project specifically suited for industrial and heavy commercial use. In furtherance of this intention, permitted uses of Lots include all industrial and commercial uses that can be made of a Lot while complying with the terms and conditions of this Declaration, except that the specific uses listed as "Prohibited Uses," below, shall not be permitted. Marijuana cultivation, manufacturing, and / or testing facilities are expressly permitted so long as the same remain legal under Colorado law and Gunnison County regulations, provided that the Owner has complied with the applicable Gunnison County Land Use Change Permit requirements and all applicable state and local licensing requirements.

3.1.1.2. USES PERMITTED AFTER REVIEW. Industrial or commercial uses that require a variance from the terms and conditions of this Declaration may be permitted upon a Lot only after a variance is granted by the Association, acting through its Executive Board, and after Gunnison County finds that such use complies with all applicable provisions of the L.U.R. and is of the same general character as the permitted uses, and such use will not be detrimental to the other uses on the Property or to surrounding land. The following uses shall be Uses Permitted After Review:

- The following mining operations: concentration of ores, milling, evaporation, and other processing, construction and use of accessory office and storage buildings, and transportation, upon compliance with L.U.R. Division 9-400: EXPLORATION, EXTRACTION AND PROCESSING OF MINERALS AND CONSTRUCTION MATERIALS.
- Recreational vehicle parks and campgrounds, upon compliance with L.U.R. Section 9-305: SEASONAL RECREATIONAL VEHICLE PARKS AND CAMPGROUNDS.
- Uses that require a variance from any provision of Article 5 or 6 of this Declaration.

3.1.1.3. PROHIBITED USES. The following uses are prohibited and no variance shall be granted to allow such uses:

- Asphalt or concrete batch plants
- "Adult-Oriented Use," as that term is defined in the L.U.R.
- Mining operations, except for concentration of ores, milling, evaporation, and other processing, construction and use of accessory office and storage buildings, and transportation, which shall be Uses Permitted After Review.
- Veterinary clinics and animal shelters

3.1.2. RESIDENTIAL USE ON LOTS 7-12. In addition, on Lots 7 through 12, one Residential Unit may be constructed and used on each Lot, but only as an accessory use made in conjunction with an approved commercial and/or industrial use.

3.2. COMMON AREAS.

3.2.1. Common Areas shall be used for ingress and egress, snow storage, water augmentation structures, landscaping and buffering, trails, and recreation. The Association shall maintain and irrigate the landscaping in all Common Areas and shall have an easement for access and underground water lines and existing irrigation ditches across the Lots as necessary for the maintenance and irrigation thereof. To the extent not inconsistent with the foregoing provisions and any restrictions that may be adopted by the Executive Board, the Owners and their guests shall have the right to access the Common Areas.

ARTICLE 4
ARCHITECTURAL REVIEW AND APPROVAL

4.1. THE ARCHITECTURAL REVIEW BOARD.

4.1.1. The Executive Board shall sit as the initial ARB. The Executive Board, at its discretion, may establish a separate ARB, comprised of three members. All members of the ARB shall be Owners. The Executive Board shall have discretion in establishing criteria for appointing ARB members.

4.1.2. The ARB shall have the right to hire architectural and other consultants at the applicant's expense to assist in reviewing development plans.

4.2. REVIEW AND APPROVAL. No Improvement shall be constructed, altered, or taken apart upon any Lot, nor shall any landscaping, grading, excavation or tree clearing be done, nor shall any exterior addition, change, painting, decoration or alteration be made, until the plans and specifications thereof have been submitted and approved in writing by the ARB in the manner hereafter set forth.

4.2.1. SUBMITTAL OF APPLICATION. Prior to the commencement of any such work or before any Lot is put to any use whatsoever, complete plans shall be submitted to the ARB for approval. The owner of the Lot shall first obtain the approval of the ARB for the proposed improvements and/or use of the premises. In those cases where the proposed use of the premises is not specifically permitted by Section 3.1.1.1. of this Declaration, or where the owner is requesting a variance or relaxation of any of the requirements set forth herein, then the approval of the Board of County Commissioners of Gunnison County, State of Colorado, shall also be required prior to the commencement of construction for use of said Lot. The ARB shall determine when a submission is complete. The submittal for approval shall include, at a minimum, the following documents and those specified by the design guidelines and/or the ARB:

4.2.1.1. A site plan showing the location of all proposed Building(s) or Improvement(s), landscaping, fences, access driveway, parking area, utility lines, storage area(s), decks, and any terrain or structural features, such as slopes, large rocks, trees, foliage and ponds.

4.2.1.2. Complete plans and specifications for the Building(s) including a roof plan, in sufficient detail to verify and confirm the size, type and dimensions of the Building(s), mass and height of the Building(s) all design features thereof, all exterior elevations showing all side of the Building(s), all floor plans and the types of construction and materials. All foundations shall be designed by a licensed engineer or architect.

4.2.1.3. Samples of the exterior materials and color schemes for the Building(s).

4.2.1.4. Detailed landscape, drainage and grading plans, including topography and contour lines, which are consistent with the landscape, drainage, and grading plans that Declarant submitted to Gunnison County as part of the land use review for the Vista Business Center.

4.2.1.5. The ARB shall have discretion to require the applicant to submit simulations showing visibility of proposed improvements and illustrating the effect of landscape buffering features such as earth mounding, screening, and planting from Colorado State Highway 50, from Vista Business Center Lots and Common Areas, and from neighboring properties.

4.2.1.6. A written narrative discussion of the intended use of the Lot showing complete compliance with all requirements contained within this Declaration, or in the alternative, a narrative describing in detail each variance that is sought.

4.2.2. APPLICATION FEE. A reasonable application fee may be required for any approval request. If the ARB deems it appropriate to incur any professional or other expense in connection with an application, the Owner of the Lot to which the application pertains shall be obligated to pay such expense prior to the ARB's decision on the Owner's application.

4.2.3. HEARING.

4.2.3.1. The ARB shall, within 60 days of receiving a complete application with all accompanying data, hold a hearing on such application. The ARB shall approve, disapprove or approve with conditions any request submitted to it. The decision of the ARB shall be in writing.

4.2.3.2. The ARB shall render a decision on the application within 45 days of the hearing. If the ARB reasonably determines that a site inspection is necessary to properly evaluate an application, it shall have the discretion to defer decision until the affected Lot is free from snow to enable the ARB to conduct a thorough inspection of the Lot.

4.2.4. NOTICE OF HEARING. The applicant, and any person on his behalf, may attend the hearing on the application for approval and submit information in support of the application. Written notice of the hearing shall be posted conspicuously at the entrance to Vista Business Center and at the driveway entrance to the applicant's Lot and mailed to the Owners of all Vista Business Center Lots at

least ten (10) days prior to the hearing. All Owners shall have the right to be present at the hearing and/or submit written and/or oral comments.

4.2.5. QUORUM. A majority of the ARB shall constitute a quorum and all decisions of the ARB shall be by a majority vote of the Owners present.

4.2.6. STANDARD OF REVIEW. Building quantity, height, massing and exterior materials and color are critical to minimize visual impacts. The ARB shall consider the suitability of the proposed Building(s) and Improvement(s) and in particular the harmony of the Building(s) and Improvement(s) with the environment, the effect of the Building(s) and Improvement(s) on the utilization and view of the Lot and surrounding Lots and property and the placement of the Building(s) and Improvement(s) with respect to topography, drainage, snow removal, ground elevations, existing natural and terrain features and the visibility from Colorado State Highway 50, other Vista Business Center Lots and Common Areas and neighboring properties outside of Vista Business Center. The ARB shall have the discretion to reject any proposed Improvement or any feature of a proposed Improvement which, in the ARB's discretion is unsound, impractical, obtrusive, environmentally harmful, or in conflict with any provision of the Association Documents.

4.2.7. FINAL DECISION. The decision of the ARB on each application shall be final, subject only to the right of judicial review as provided by the laws of the State of Colorado. In the event of denial, the ARB shall indicate the reason(s) why the application was denied and grant to the applicant an opportunity to resubmit with the revisions and corrections that would bring the application into conformity with the requirements of the ARB and Association Documents.

4.3. RULES AND REGULATIONS. The Executive Board may adopt such design guidelines and rules and regulations which are not inconsistent with this Declaration as it deems appropriate to govern its proceedings, ARB proceedings, and the uses of Lots, easements, and Vista Business Center Common Areas.

4.4. BUILDING AND OTHER PERMITS. In addition to the requirement for approval by the ARB, each Owner is responsible for obtaining, prior to the commencement of construction, all approvals, licenses and permits as may be required by Gunnison County, Colorado and any other entity or district having jurisdiction over the Lot including, without limitation, land use change, reclamation, building, well, environmental health and onsite wastewater treatment system permits. An application to Gunnison County for a Building Permit must comply with all applicable codes adopted and amended by Gunnison County and with any applicable energy and resource conservation standards currently required by Gunnison County. Prospective purchasers of Vista Business Center Lots are advised to contact Gunnison County's Community Development to ascertain what permits are needed and how to obtain approval of such permits. When an Owner applies for a Building Permit, the Owner will be required to provide evidence to Gunnison County regarding how the proposed use of the Lot will comply with the terms of this Declaration.

4.5. VARIANCES. The Association, acting through the ARB, may grant variances as to the requirements and restrictions contained in Articles 5 and 6, below, and any design guidelines or other rules adopted by the Association, subject to the following:

4.5.1. An application for a variance shall be submitted and reviewed in the same manner as is required for architectural review approval. Notice in writing of the hearing on the variance application shall be mailed to Owners of all Vista Business Center Lots at least ten (10) days prior to the hearing. If the requested variance is part of an application for approval of a Building or other structure, such request may be submitted as part of that application.

4.5.2. A variance may be granted if such variance is reasonable, consistent with the overall design objectives of Vista Business Center, and does not unreasonably detract from the Vista Business Center.

4.5.3. A variance from the requirements and restrictions contained in Articles 5 and 6, below, shall also require the approval of the Board of County Commissioners of Gunnison County upon compliance with all applicable provisions of the L.U.R.

ARTICLE 5
DESIGN REQUIREMENTS

5.1. All Lots and all Improvements on any Lot shall be designed, developed, used, and maintained in compliance with the design requirements of this Declaration and all design guidelines which may be adopted by the Executive Board. All Buildings on a Lot shall be architecturally compatible with each other and, to the extent reasonably practicable, with neighboring Lots.

5.2. BUILDING CODE. All Buildings and Improvements shall meet all of the requirements of Gunnison County's Building Code and all other applicable codes, rules and regulations including, without limitation, all applicable provisions of the L.U.R.

5.3. NUMBER OF BUILDINGS. No more than two buildings, exclusive of one accessory building, shall be erected upon any Lot within the project.

5.4. BUILDING SIZE LIMITATIONS.

5.4.1. The maximum floor area of a Residential Unit shall be 2,500 square-feet.

5.4.2. In no event shall the aggregate square footage of coverage by residential and accessory structures (excluding commercial and industrial operations) exceed 45 percent of the total area of the Lot.

5.5. HEIGHT LIMITATIONS. Each Lot may have an aggregate of 200 square feet of roof area between 30 and 45 feet in height. Except as otherwise provided herein, no structure shall exceed 30 feet in height. Height shall be measured as the vertical distance from grade plane to the average height of the highest roof surface.

5.6. EXTERIOR BUILDING DESIGN.

5.6.1. All Buildings shall have unobtrusive, primarily muted earth tone, colors and materials that blend, rather than compete, with the surrounding natural terrain and environment. Native stone, board and batten, lap siding, plank and chink, log and rusted metal are preferred exterior materials. No exterior walls shall consist of T-111 or any similar material, composition shingles or unplastered cement, metal, vinyl or block. Exterior treatments shall avoid monotonous or overbearing visual impacts.

5.6.2. No whites or bright colors shall be allowed for siding. No large expanses of glass shall be allowed, except on southern exposures.

5.6.3. Roof material and design shall be approved by the ARB in accordance with the design guidelines. No brightly colored, galvanized or reflective roofs are allowed. Subdued earth tones are preferred. For wildfire protection purposes, roof materials shall be made of noncombustible "Class A" materials and shall employ a design that is pitched.

5.6.4. No design materials or construction techniques which would unnecessarily call attention to the Building shall be permitted.

5.6.5. No A-frames, or Quonset huts shall be permitted.

5.6.6. The use of landscape elements such as earth mounds for lessening the apparent wall mass, and trees and shrubs for screening facades and softening building and fence corners, is encouraged.

5.6.7. To the extent possible, intake and/or exhaust fans, duct work, or other mechanical projects shall be screened or enclosed so as to blend with the exterior treatment of the building.

5.7. BUILDING ENVELOPE AND SETBACKS.

5.7.1. All Structures shall be located entirely within the designated Building Envelope for the Lot, and in accordance with the following setback requirements:

5.7.1.1. A minimum of fifteen feet from all interior Lot boundary lines dividing one Lot from another.

5.7.1.2. A minimum of fifteen feet from all Lot boundary lines contiguous with the Property boundary.

5.7.1.3. A minimum of twenty-five feet from all Lot Boundary lines contiguous with an interior road boundary.

5.7.2. Any Owner who desires to deviate from these requirements shall be responsible for obtaining a variance from the ARB in accordance with the procedures set forth herein, and a variance from Gunnison County in accordance with the procedures set forth in L.U.R. Section 13-104: SETBACKS FROM PROPERTY LINES AND ROAD RIGHTS-OF-WAY.

5.8. SOLAR / ENERGY CONSERVATION. Use of active and passive solar systems, and other energy conservation and efficiency features, is encouraged. The design guidelines shall facilitate the use of such systems and features. When reviewing applications, the ARB shall apply the design guidelines and standards in a manner that accommodates the use of active and passive solar systems.

5.9. SERVICE OR UTILITY AREAS. All service and utility areas, garbage cans, and trash storage areas shall be screened from view on all sides and protected from wildlife and other animals.

5.10. EXTERIOR LIGHTING. Exterior lighting shall be designed and installed so that all direct rays are confined to the site and adjacent properties are protected from glare, and shall comply with the applicable standards of L.U.R. Section 13-114: EXTERIOR LIGHTING. Exterior lighting shall be kept to a minimum. Any exterior lights shall be placed on Buildings. Maximum bulb wattage shall be 75 watts. Security lighting connected to motion detectors shall not remain illuminated longer than 5 minutes. All exterior light fixtures, including security lighting shall direct light to the ground and shall be "full cut-off" type. Lights shall not be used to illuminate Building exteriors. Light shall not spill beyond the Building entrance, as set forth in the design guidelines, except as may be needed to reach parking areas. The exterior lighting scheme must be indicated on the site plan in the final approval package. Fixture cut sheets should be attached.

5.11. SATELLITE DISHES AND ANTENNAE. The only satellite dishes allowed are small dishes associated with Direct TV, Dish Network or similar providers. These dishes shall be located in a non-prominent portion of the Building, shall be hidden from view as much as possible, and shall be the same color as the wall seen behind the satellite dish or antenna or some other neutral color.

5.12. SOLID FUEL BURNING DEVICES. Solid fuel burning devices shall be allowed within the limits of L.U.R. Section 13-107: INSTALLATION OF SOLID-FUEL-BURNING DEVICES and provided that they are installed internal to any structure. The Owner of a Lot shall be responsible for complying with L.U.R. Section 13-107 at the time of installation.

5.13. FIRE PROTECTION.

5.13.1. This project is being developed in an essentially rural environment without the necessary water supply system to provide firefighting protection at urban levels. The owner or occupant of each Lot must accept a rural level of fire protection. The primary responsibility for fire protection rests with such owner or occupant of a Lot. Owners are hereby referred to publications of the Colorado State Forest Service, the Gunnison County Weed Specialist, the Gunnison County Public Works Department, or by Colorado State University regarding creating defensible space, using methods including but not limited to thinning around homes or other structures.

5.13.2. In order to minimize the danger posed by threat of fire, both to persons and property, the following regulations will apply to all improvements and uses within the project:

5.13.2.1. The Association and all Owners shall comply with all regulations regarding fire protection, including any applicable building or fire codes, that are imposed by Gunnison County or the Gunnison County Fire Protection District, which shall have authority to enforce such regulations within Vista Business Center.

5.13.2.2. The Declarant shall install and the Association shall maintain on the Property in the locations indicated on the Plat two dry hydrants that comply with the current standards of the Gunnison County Fire Protection District.

5.13.2.3. When mitigating a wildfire hazard, Declarant, the Association, and the Owners shall not cause soil erosion, remove existing vegetation, thin trees or create adverse impacts to wildlife to an extent beyond that which is necessary to mitigate the hazard effectively.

5.14. LANDSCAPING. Landscape development shall be in accordance with the following criteria:

5.14.1. All landscape improvements shall be in conformance with this Declaration, landscaping plans approved in advance of Lot development by the ARB, Gunnison Basin Weed District Advisory Commission specifications for noxious weed control, and the landscaping plan submitted by Declarant and approved by Gunnison County as part of the land use change process for the Vista Business Center, with which the Association shall have the authority and the responsibility to maintain compliance.

5.14.2. All landscape improvements shall be maintained in a well-kept, healthy condition.

5.14.3. All existing top soil shall be stripped and stockpiled prior to major regrading and redistributed over all disturbed areas prior to revegetation.

5.14.4. Each lot owner shall be responsible for planting and maintaining no less than one evergreen tree and two cottonwood trees, all of which shall be irrigated, for each 1,200 square feet of Building floor area. Evergreens shall be at least 5’ high and cottonwood trees shall be at least 8’ high.

5.14.5. Xeriscaping, native grasses and wildflowers are encouraged.

5.14.6. No Building in Vista Business Center shall be occupied or used until the ARB has certified in writing that all landscaping, including irrigation facilities, shown on the plans has been installed. The ARB shall have discretion to allow occupancy before completion of landscaping upon receipt of a deposit equal to at least 100% of the estimated landscaping cost to guarantee landscaping completion within one (1) year of occupancy. The ARB shall require vacation of any Lot which is not in compliance with this section.

5.14.7. No Lot Owner shall remove or reduce landscaping in Common Areas, which shall be maintained by the Association.

5.14.8. IRRIGATION.

5.14.8.1. All irrigation of landscape areas shall be of adequate design and maintained to ensure the healthy condition of such landscape development as has been previously approved.

5.14.8.2. Revegetated areas shall be watered either by manual means or by use of a temporary above-ground sprinkler system for a minimum of one full year (one growing season) to assure that adequate moisture is available to establish ground cover planting.

5.14.8.3. Trees and shrubs used for screening should be watered by a permanent underground emitter or trickle system to assure adequate moisture for the life of the plant.

5.15. EXCAVATION, GRADING, DRAINAGE, RECLAMATION, WEED CONTROL.

5.15.1. Upon completion of an activity described in L.U.R. Section 13-115.C: RECLAMATION PERMIT REQUIRED FOR DEVELOPMENT REQUIRING A LAND USE CHANGE PERMIT THAT DISTURBS 500 OR MORE SQ. FT., the Owner of the Lot shall comply with the requirements of this Section 5.15. .

5.15.2. All excavations shall be backfilled, compacted as necessary, and graded to blend with the adjoining contours.

5.15.3. All finished contours and all disturbed areas shall be smoothed with gradual transition at grade changes.

5.15.4. All mounds or berms constructed upon a Lot shall be of broad base with sides not to exceed a 2:1 slope.

5.15.5. Abrupt changes in grade, where necessary, shall be accomplished with landscaping walls and planted infill.

5.15.6. Retaining walls should have a natural appearance as to texture and color.

5.15.7. Drainage shall be facilitated by drainage swales and installation of culverts under driveways and streets as necessary.

5.15.8. All Lots shall be graded and improved so as to prohibit any unnatural substances from draining off of the individual Lot. Improvements which may be required for compliance with this section include, but are not limited to, vaults, dry wells, catch basins, collection ponds, settling ponds, drains, and any other improvements necessary for compliance with L.U.R. Section 13-117: DRAINAGE, CONSTRUCTION AND POST-CONSTRUCTION STORM WATER RUNOFF.

5.15.9. To minimize potential erosion and sedimentation impacts, all development in Vista Business Center shall comply, and all grading and excavation shall be performed in compliance with, the general standards for grading and erosion control found in L.U.R. Section 13-116.D: General Standards.

5.15.10. To maintain compliance with L.U.R. Section 13-117, all Lots shall be designed and improved in accordance with the drainage plan for the Project, and no Owner shall do or permit any work, construct any improvements or do any landscaping which shall alter or interfere with the drainage plan for the Project.

5.15.11. Before revegetation and weed control commence, the Owner shall contact the Gunnison Basin Weed Specialist, who will be able to explain safe and effective revegetation and herbicide application strategies and techniques.

5.15.12. Within two calendar years of the date of the substantial completion of soil disturbance, the Owner shall revegetate the affected area (any disturbed but not developed area). Revegetation shall be accomplished utilizing one of the following options:

5.15.12.1. If the area will be irrigated, it may be revegetated using a pasture grass mix that is substantially similar to the mix currently established on the property.

5.15.12.2. If the area will not be irrigated, it may be seeded using the following dryland mix:

Species	Lbs per Acre
Four Wing Saltbush	0.25
Rabbitbrush	0.25
Skunkbush Sumac	0.25
Wyoming big sagebrush	0.25
Fairway Wheatgrass	1.5
Thickspike Wheatgrass	3.0

Streambank Wheatgrass	3.0
Western wheatgrass	3.0
Smooth Brome	3.0
Sheep fescue	3.0

5.15.12.3. Alternatively, the area may be covered with xeriscape landscaping, as defined in the Gunnison County Land Use Resolution.

5.15.12.4. Certified weed free mulch shall also be applied at the rate of 2000 lbs/acre of reseeded ground.

5.15.13. The following measures will be employed to control any noxious weed species:

5.15.13.1. Prior to revegetation, each May and July, a weed survey will be made of the disturbed area. If any patches or plants of any noxious weed species have been identified, they will be sprayed by backpack sprayer or 4-wheeler using EPA approved chemicals.

5.15.13.2. After revegetation, each May a weed survey will be made of the disturbed area. If any patches or plants of any noxious weed species have been identified, they will be sprayed by backpack sprayer or 4-wheeler using EPA approved chemicals.

5.16. FENCES.

5.16.1. All fences, walls or other barriers shall be approved by the ARB prior to installation.

5.16.2. All fences, walls or other barriers erected for screening purposes shall be high enough for effective screening, and be varied as to form, color, and texture so as to blend, rather than compete, with the visual elements in the immediate area and comply with L.U.R. Section 13-113 Fencing.

5.16.3. Open wire or chain link security fences shall be of dark or muted color.

5.16.4. No fences shall be allowed on Common Property except for the perimeter fence around the boundary of the Property and where necessary to protect public safety.

5.16.5. Perimeter fencing around the Property shall not exceed 42 inches in height. Perimeter fences shall be limited to a maximum of three strands or rails. Perimeter rail fences shall only use rounded rails. Perimeter wire fences shall not be made of woven wire. Wire and rail fences shall have a kickspace (distance between the top two wires or rails) of not less than 18 inches.

5.16.6. The Association shall be responsible for the expense of maintaining that part of the perimeter fencing around the Property that is not required to be maintained by the owner(s) of land adjacent to the Property, in order to fence out livestock as provided in Colorado's Fence Law, C.R.S. title 35, Article 46 and as required by Section 13-113 of the L.U.R .

5.16.7. A fence up to 6 feet in height may be constructed around a residential unit and accompanying yard of up to 5000 square feet. All other fences shall not exceed 42 inches in height unless necessary for legitimate screening purposes. Fences higher than 6 feet in height are discouraged and will be approved only if necessary for screening purposes to mitigate the visual impact of the project on surrounding properties, or for screening around a dumpster or other approved trash receptacle.

5.17. SIGNS. No signs logos, or advertising displays shall be permitted on the Property except as specifically set forth herein:

5.17.1. The following are permitted:

5.17.1.1. One directory sign to be installed by Declarant and maintained by the Association at each entrance to the Property, listing the name of the Project, the businesses located therein, and the location of each business within the Project. At the Declarant's discretion, subject to approval by

Gunnison County, the directory sign at the east entrance may be split into two signs: A sign for Vista Business Center visible from Highway 50, and a directory sign visible from Vista Drive.

5.17.1.2. One building or business identification sign located on the primary façade of the building. The Owner of a Lot shall be responsible for obtaining a sign permit and otherwise complying with Section 13-109 of the L.U.R, and obtaining ARB approval, with respect to such sign.

5.17.1.3. Any sign that does not require a permit as described in L.U.R. Section 13-109.E: SIGNS ALLOWED WITHOUT PERMITS, but that otherwise complies with this Declaration.

5.17.2. No sign within the project shall be internally lit.

5.17.3. All signs within Vista Business Center shall be in a uniform style approved by the ARB.

5.18. STORAGE. Merchandise, supplies, equipment, or materials of any kind shall be stored within a building, shed, or screened area.

5.19. UTILITIES.

5.19.1. All utilities, including new electrical and telephone service, except for pedestals, shall be installed underground.

5.19.2. All utility meters and switch boxes shall be, to the extent possible, clustered and protected from the elements and from potential damage from vehicular traffic with no less than 4" pipe bollards.

5.19.3. Above-ground storage tanks for utility purposes shall be screened from view and protected from potential vehicular damage with no less than 4" pipe bollards.

5.20. ROADS; DRIVEWAYS; PARKING.

5.20.1. All roads and Common Area snow storage areas within the Property shall be constructed by Declarant in accordance with the land use approval for the Project issued by Gunnison County, Colorado. Upon completion of construction of the roads and snow storage areas, all maintenance, repairs, and snow plowing and supervision shall be the duty of the Association. The Association shall keep in good repair all roads within the Property and maintain the same in suitable condition for use by the members of the Association and emergency vehicles.

5.20.2. Access driveways are limited to one per lot unless otherwise approved by the ARB, being in a two-way direction of travel, and having a maximum width of thirty feet of improved roadway. To the extent feasible, all driveways shall be located as depicted on the Plat. Notwithstanding any other provision in this Declaration to the contrary, the ARB, to preserve trees, foliage and/ or vegetation, to avoid building constraints, or for other good cause, shall have the right to review and approve the precise location of all driveways and to relocate the driveways depicted on the Plat, including, with adjacent Lot Owner approval, the right to locate or relocate a driveway on such adjacent Lot.

5.20.3. Each Lot shall be designed and constructed so as to provide sufficient employee parking and customer parking areas, but in no event less than six spaces.

5.20.4. All driveways and parking areas shall be improved with asphalt paving or compacted gravel or granite surfaces, or other dust-free surfaces, and shall be maintained by the Owner so as to minimize creation of dust from parking and driveway areas.

5.20.5. All parking areas shall be adequately screened to mitigate visual impact to Colorado Highway 50.

5.20.6. All parking areas shall be maintained in accordance with L.U.R. Section 13-110: OFF-ROAD PARKING AND LOADING. Each Owner shall be responsible for demonstrating compliance with Section 13-110 of the L.U.R. at the time of submittal of a building permit application.

5.20.7. Parking motor vehicles, even temporarily for loading and unloading purposes, on Vista Business Center roads is prohibited. All motor vehicles shall be parked in garages and/or parking areas approved by the ARB. All Lots shall be designed to provide adequate parking and loading / unloading facilities.

5.21. SNOW STORAGE. Adequate snow storage areas shall be provided along all interior driveways, parking areas, service yards, and storage areas so as to permit removal of snow without damaging screening, landscaping, and other plantings within the Lot, and shall comply with L.U.R. Section 13-112: SNOW STORAGE. No snow from any Lot shall be stored in roads or other Common Areas. Each Owner shall be responsible for demonstrating compliance with L.U.R. Section 13-112.E: SITE DESIGN at the time of submittal of a building permit application.

5.22. IMPROVEMENTS WITHIN EASEMENTS AND RIGHTS OF WAY. Each Lot is subject to the easements and rights of way described herein or shown on the Plat for location of utility lines, roads, streets, pedestrian access, storm drainage, snow removal and storage, irrigation ditches and other water infrastructure, and landscaping. No Improvement shall be constructed, installed, or maintained along, across, or within these areas, with the exception of landscape buffer strips, without the approval of the ARB. Owners are hereby notified that an irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and leave natural debris on the bank.

ARTICLE 6
USE RESTRICTIONS AND REQUIREMENTS

6.1. NO SUBDIVISION. No Lot may be subdivided into two or more parcels of land. This restriction shall not be interpreted to mean that the use and ownership of a Lot may not be divided between separate entities or used for two or more separate businesses by means of lease, tenancy in common, or other form of co-ownership.

6.2. EXCAVATION. No excavation shall be made on any Lot, except in connection with construction of an Improvement approved by the ARB in accordance with this Declaration.

6.3. WATER SUPPLY.

6.3.1. WATER RIGHTS. Declarant is the record owner of certain senior surface water rights which have historically been used to irrigate the property (the “Surface Irrigation Rights”). Declarant has also obtained a decree in Case No. 12CW114 (as amended by the decree in Case No. 15CW3021) for additional underground water rights, surface water rights, storage rights, appropriative rights of exchange and approval of a plan for augmentation. All of the foregoing Water Rights shall be conveyed to the Association upon its formation, and shall be Common Elements.

6.3.2. WELLS. Water for commercial, industrial, domestic, and landscape irrigation uses will be delivered to each lot through a series of wells, pursuant to the 12CW114 Decree, as amended by the 15CW3021 Decree. Each of Lots 1-12 will be served by a well in the VBC Well Field. Lot 13 will be served by the Vader Domestic Well and / or Dan Vader Stockwater Well. Each Lot Owner will be responsible for the cost of permitting and installing the well to serve its Lot. By purchasing a Lot, each Lot Owner waives any objection to the default 600 foot well spacing requirement of the Colorado Division of Water Resources.

6.3.3. SURFACE IRRIGATION RIGHTS. The Association may use the Surface Irrigation Rights to irrigate the Common Area. If water is available, the Surface Irrigation Rights may also be used by the Owners for irrigation on each Lot. The Association may develop such rules as may be necessary to allow for the orderly and efficient use of the Surface Irrigation Rights on the Lots. The Association shall be responsible for maintaining the ditches for the Surface Irrigation Rights as the same cross the Property, and shall have an easement across each Lot for the purpose of performing such maintenance.

6.3.4. DOMESTIC, COMMERCIAL, AND INDUSTRIAL USES. Subject to the limitations contained herein and any applicable decree, each Lot shall be entitled to use water from the well system described above for the irrigation of 1200 square feet of landscaping, drinking and sanitary uses inside commercial and industrial facilities, and on Lots where a residential unit is allowed, for domestic purposes inside one single-family dwelling. Additionally, the Association may make additional water available for commercial and industrial applications on a subscription basis. The Association may develop such rules, including the assessment of fees for use, as may be necessary for the orderly and efficient use of such additional water. No existing or proposed use of a Lot shall consume more than its allocated prorata share of water available from the Association's water system, nor shall any Owner or occupant of any Lot take any action which contravenes the provisions and limitations contained in any decree of the Water Court in any case affecting water rights, if any, owned or obtained by the Declarant and/or Association.

6.3.5. The Association shall be responsible for compliance with the terms of any decree and any plan of augmentation regarding water rights, if any, owned or obtained by the Association, the maintenance of all records and other reporting requirements imposed by any decree, and the maintenance, repair and replacement of all ditches, pipes, flumes, dams, outlet works, and other physical components required for the proper implementation of any plan for augmentation. Any owner of a Lot in the Property shall have the right, in the event of the failure or inability of the Association to preserve and administer any water system and water rights within the Property, to undertake such action as was required of the Association but not performed, and to charge all costs and expenses thereof to the Association, including the maintenance of litigation for the recovery of all costs and expenses so incurred, including such owner's attorneys' fees and costs.

6.4. WASTEWATER TREATMENT AND HAZARDOUS WASTE

6.4.1. In accordance with L.U.R. Section 12-106: SEWAGE DISPOSAL / WASTEWATER TREATMENT, before any Building designed for human occupancy or otherwise requiring water and sewage is occupied, the Owner of the Lot shall be responsible for installing an onsite wastewater treatment system ("OWTS") on the Lot in compliance with the requirements of the Gunnison County Onsite Wastewater Treatment System Regulations. The Owner of the Lot shall be responsible for maintaining such OWTS in accordance with such OWTS Regulations.

6.4.2. No use shall be made of a Lot that generates any hazardous substance or hazardous waste material without obtaining a variance from the Association and approval by Gunnison County of the methods to be used to eliminate any off-site health and safety hazards that could be caused by these substances and materials.

6.5. TEMPORARY STRUCTURES. No temporary structure, mobile home, modular home, trailer, trailer house, travel trailer or recreational vehicle shall be permitted on any Lot at any time, except that a small temporary structure or trailer not to exceed 400 square feet, and approved by the ARB, may be allowed during construction. Such temporary structure or trailer shall be removed before any Building on the Lot is occupied or used.

6.6. CONTINUITY OF CONSTRUCTION. All construction, reconstruction, alterations, or other improvements on any Lot shall be completed according to an approved work schedule, and shall be prosecuted diligently to completion within eighteen (18) months of the commencement thereof, unless an exception is granted by the ARB for good cause. Landscaping work shall be completed during the next full growing season after commencement of improvement of the Lot.

6.7. TRASH AND WASTE. All Lots shall at all times, including during construction, be maintained in a neat and attractive condition. All construction debris shall be stored within a dumpster or other comparable container or receptacle. No trash, ashes, garbage, or other refuse shall be allowed to accumulate or be placed on any Lot or area within the Property. Refuse and garbage shall be removed

from the Lot at least weekly. There shall be no outdoor burning, burying or disposal of refuse. Each Owner shall provide suitable receptacles, approved by the ARB, for the temporary storage and collection of refuse and solid waste. All such receptacles shall be kept inside a building, shed, or in an outside area that is screened from view and protected from the wind, wildlife, other animals, and disturbance.

6.8. NUISANCE / NOISE.

6.8.1. NUISANCE. No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance by reason of the emission of odor, dust, smoke, gas, vibration, or noise. This provision shall not be interpreted to prohibit reasonable, usual noise or other activities involving construction of any Improvements approved by the ARB, or noise levels from approved uses of a Lot that are within the limitations set forth below.

6.8.2. ELECTRICAL DISTURBANCES. No use or activity shall be permitted on any Lot which creates electrical disturbances (electromagnetic radiation) that have a detrimental effect, including radio and television interference, on the operation of any equipment beyond the boundaries of the Lot.

6.8.3. GLARE AND HEAT. Any commercial or industrial operation producing intense glare or heat shall be conducted within an enclosed building or with other effective screening in such a manner as to make glare or heat imperceptible from any point along the property line.

6.8.4. ODORS. No industrial or commercial use shall cause or allow the emission of odors from any single source so as to result in detectable and unreasonable odors.

6.8.5. VIBRATION. No use of a Lot shall result in vibration perceptible to a person without instruments at any point beyond the boundaries of the Lot.

6.8.6. NOISE. Some areas surrounding the Property are sensitive to increases in noise levels. Every use within Vista Business Center shall be conducted so that any noise produced is not objectionable because of intermittence, beat frequency, or shrillness regardless of db(A) measurement. Sound levels of noise radiating 25 or more feet beyond the Lot boundary in excess of the db(A) established for the following time periods and uses shall be prohibited:

Impacted Property	6 A.M. TO 7 P.M.	7 P.M. TO 6 A.M.
Residential	50 db(A)*	40 db(A)
Commercial	60 db(A)	55 db(A)
Industrial	80 db(A)	75 db(A)
db (A): Decibels measured on the ”A” scale of a standard sound level meter having characteristics defined by the American National Standards Institute		

6.8.6.1. The above noise restrictions shall not apply to motor vehicles or other self-propelled equipment while the same are being operated on, or transported to or from a Lot in accordance with the other requirements of this Declaration.

6.8.6.2. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the improvements on any Lot, shall be placed or used on any Lot.

6.8.6.3. Except for a brief warning bark when a person approaches, no dogs shall be allowed to bark, whine or otherwise make noise which is audible on nearby Lots or property.

6.8.7. MOTOR VEHICLES. No motor vehicles of any kind shall be operated within Vista Business Center except on platted roadways and on driveways and parking areas.

6.8.8. Non-residential outside uses and activities, including deliveries and idling trucks, are prohibited in Vista Business Center between the hours of 7 p.m. and 6 a.m.

6.9. HAZARDOUS ACTIVITIES.

6.9.1. No activities shall be allowed or conducted on the Property which are or might be unsafe or hazardous to any person or property. Such hazardous activities include, but are not limited to, setting off fireworks and discharging firearms and setting off explosives.

6.9.2. No outside open fires shall be permitted unless contained within a cooking or barbecue unit or grill, or when the fire danger is low, within a fire pit.

6.9.3. Materials or products which decompose by detonation shall be handled, sorted and utilized in accord with the National Fire Protection Association (NFPA) Standards and pursuant to standards and requirements of the Gunnison County Fire Protection District.

6.9.4. RADIOACTIVITY. Releases and use of radioactive materials shall be as follows:

6.9.4.1. RELEASES. Release of radioactivity shall be subject to state and federal regulations, and any other agency having jurisdiction over such releases. Where conflicts between regulations exist, the most restrictive requirements shall apply.

6.9.4.2. USE OF RADIOACTIVE MATERIALS. Medical, dental and veterinary sources of radiation residues, including x-ray machines, gamma and neutron sources, and pharmaceutical isotopes which are used for diagnostic and therapeutic purposes, shall be permitted when located within a hospital, clinic, medical, dental or veterinary office, or medical research facility, whether mobile or fixed.

6.10. WATER QUALITY.

6.10.1. Owners are referred to the wetland review of the Property prepared by Colorado Land and Water Specialists, LLC, the site plan required by L.U.R. section 11-107.D.1, and the plan for water quality protection required by L.U.R. section 11-107.D.2 (including the grading plan addressing the requirements of Section 13-116 of the L.U.R. and drainage plan prepared pursuant to Section 13-117 of the L.U.R.), which Declarant submitted to Gunnison County as part of the land use change approval for the Project. All Buildings and other Improvements shall be located, designed, constructed, and maintained, and each Lot shall be used, in compliance with these documents.

6.10.2. In addition to the requirement of paragraph 6.4.1. , above, (i) all hazardous materials shall be stored and used pursuant to applicable state and federal hazardous materials regulations; (ii) hazardous materials, pollutants, sand and salt for road traction shall not be stored within 100 horizontal feet of any water body; and (iii) routine field maintenance of vehicles or mobile machinery shall not be performed within 100 feet of any water body.

6.10.3. Any use of a Lot that is not in compliance with the requirement of this section, including the documents described in paragraph 6.10.1. , above, shall require a variance from the Association. Additionally, if it is not feasible to avoid affecting wetlands, the Lot Owner shall be responsible for designing and constructing all appropriate mitigation measures and for obtaining all required permits, including a permit from the United States Army Corps of Engineers pursuant to section 404 of the Clean Water Act (a "404 Permit"). Lot Owners shall comply with all terms and provisions of any 404 Permit issued by the United States Army Corps of Engineers with respect to the Project, including any permit issued for construction of the Vista Business Center access road and Common Elements.

6.11. PARKING. No motor vehicles or any other property shall be parked or stored in any designated parking space or in any common or public area. No trailers, snowmobiles, ATVs, motorhomes, pickup campers, backhoes, construction machinery, construction equipment, boats, water craft, inoperable motor vehicles or trucks (except pickups) shall be parked or stored, except within a fully enclosed garage or behind a fence providing screening in accordance with this Declaration and as approved by the ARB.

6.12. ABANDONED OR INOPERABLE VEHICLES. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own power for a period of one (1) week or

longer. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle; and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Association shall have the right to remove the same without liability, and the expense thereof shall be charged against the Owner of the vehicle.

6.13. ANIMALS.

6.13.1. DOMESTIC HOUSEHOLD PETS. Not more than two (2) domesticated household pets of the same species shall be allowed, kept or maintained on any Lot.

6.13.2. CONFINEMENT OF ANIMALS. All animals shall be kept confined to the Owner's Lot attached to a leash or other suitable control device at all times. Gunnison County shall have authority to enforce the provisions of this section at the expense of the responsible Owner or of the Association which will in turn have the authority to obtain reimbursement for said expenses from the Owner of the animal. The owner of any animal and/or the Owner of any Lot which the animal is visiting or staying on shall at all times:

6.13.2.1. Be personally liable and responsible for all actions of such animal and any damage or disturbance caused by such animal; and

6.13.2.2. Shall immediately clean up and properly dispose of such animal's waste.

6.13.3. HORSES AND LIVESTOCK. No horses or livestock shall be allowed in Vista Business Center.

6.13.4. RULES AND REGULATIONS. The Executive Board may adopt suitable rules and regulations regarding animals and may in particular circumstances, for good cause, approve variances as to the number and type of animals to be allowed, kept or maintained on any Lot.

6.13.5. IMPOUNDMENT OF ANIMALS. The Association is specifically empowered to impound any dog, cat or other animal running at large within the Property. Upon impoundment, the owner of the animal, if known, shall be notified and the animal shall be taken to the nearest facility which accepts impounded animals. It is the duty of the owner of such animal to recover the animal from such facility and if the animal is not recovered by the owner in accordance with the rules and regulations of such facility, the facility may destroy the animal without liability.

6.13.6. No non-indigenous gallinaceous game-birds (including but not limited to pheasants, chukar, and quail), shall be imported onto the Property.

6.13.7. No Gunnison's prairie dogs shall be removed from the Property (including by lethal means) unless Colorado Parks and Wildlife has first been notified and provided a reasonable amount of time to relocate, conduct research, or use these animals for other conservation needs.

6.14. CAMPING. Camping on the Property is prohibited, except pursuant to such rules and regulations as the Executive Board may adopt.

6.15. MAINTENANCE OF IMPROVEMENTS.

6.15.1. All Improvements shall be kept in good condition and repair.

6.15.2. All buildings, sheds, and fences shall be resurfaced (painted, stained, etc.) as often as wear and weather may reasonably require. Natural surfaces are acceptable.

6.15.3. Should any Improvement be destroyed by any cause, all debris shall be promptly removed from the Lot and the Owner shall proceed to promptly to repair, rebuild, replace, or revegetate the damaged improvements.

6.15.4. Any repair, replacement, or rebuilding of Improvements shall be done according to the original plan as approved, and any change from the originally approved plan must be resubmitted for approval in accordance with Article 4.

6.16. LIMITATION ON RETAIL SALES. No more than 33% of the floor area of any Building shall be used for the retail sale of goods. The sale of goods processed, fabricated, altered, manufactured, grown, cultivated, or to which value was otherwise added on the Lot or by the business operated on the Lot at a jobsite shall not count against this limitation. Relatedly, the sale of goods in a manner that is incidental and ancillary to the provision of a service (e.g. the sale of motor oil in conjunction with performing an oil change) shall not count against this limitation. Floor space used for the storage of goods that is not open to the public shall not count against this limitation. This limitation shall not apply to outside areas that may be used to store products that, by their nature (such as trees, bushes, and other plants), must be stored and displayed outside. The purpose of this limitation is to preclude the use of a Lot for high volume pure retail establishments such as department stores, grocery stores, and convenience stores.

6.17. ADDITIONAL RESTRICTIONS FOR LOTS 6 THROUGH 12. To ensure compatibility with surrounding land uses and with the potential residential use of Lots 7-12, Lots 6-12 are subject to the following use restrictions, in addition to all other restrictions contained in this Declaration:

6.17.1. The aggregate size of all Buildings shall be no greater than 15,000 square feet.

6.17.2. Operations shall be wholly contained within buildings. However, the following activities may occur outside of Buildings, provided that such activities are otherwise in compliance with the requirements of this Declaration: Nurseries, employee parking, loading and unloading, storage.

6.17.3. The operational impacts of the use of the Lot must be contained within the Lot boundaries. The use of the Lot shall not produce any more than a *de minimis* amount of, and in any event shall not exceed Gunnison County standards for, offensive noise, vibration, electrical or magnetic interference, glare, fumes, odors, smoke, dust, heat or waste noticeable at, or beyond, the Lot boundaries.

6.17.4. No business shall be allowed that is reasonably expected to generate more than 30 vehicle trips to and from the business per day, including those of employees, deliveries to and from the business, and customers.

6.17.5. No business shall be open to the general public outside of the hours of 6 a.m. to 6 p.m.

6.17.6. Vehicles used as part of the commercial / industrial use (excluding vehicles designed for highway use and used by employees to commute to the business) shall be parked inside buildings or within screened parking areas.

ARTICLE 7
VISTA BUSINESS CENTER ASSOCIATION

7.1. MANAGEMENT BY ASSOCIATION. The operation and management of Vista Business Center shall be undertaken by the Association. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary or convenient to manage the business and affairs of Vista Business Center. An Owner of a Lot shall automatically become a member of the Association and shall remain a member for the period of his ownership. The initial Executive Board shall have three (3) members. By resolution of the Executive Board, the size of the Executive Board may be increased to five (5) or seven (7) members. Except for members of the Executive Board appointed by Declarant during the period of Declarant control, all Executive Board members shall be elected by the Owners.

7.2. DECLARANT CONTROL. Declarant shall be entitled to appoint and remove the members of the Executive Board and officers of the Association during the term of Declarant Control. "Declarant Control" begins with the appointment of the initial Executive Board and continues until the earlier of (a) five (5) years from the date of recording the Declaration, (b) sixty (60) days after Declarant conveys

seventy-five percent (75%) of the Lots that may be created to Owners other than Declarant; (c) two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business; or (d) two (2) yeas after the right to add new Lots was last exercised (if such right is reserved by Declarant in this Declaration). Declarant may voluntarily relinquish such power evidenced by a notice executed by Declarant and recorded with the Clerk and Recorder but, in such event, Declarant may at its option require that specified actions of the Association or the Executive Board as described in the recorded notice, during the period Declarant would otherwise be entitled to appoint and remove directors and officers, be approved by Declarant before they become effective. Under the Act, Declarant Control is further extinguished, to the extent stated, sixty (60) days after the following events: (a) Declarant conveys twenty-five percent (25%) of the Lots that may be created to Owners other than Declarant, to the extent of twenty-five percent (25%) of the members of the Executive Board (minimum of one) , and (b) Declarant conveys fifty percent (50%) of the Lots that may be created to Owners other than Declarant, to the extent of thirty-three and one third percent (33 1/3%) of the members of the Executive Board.

7.3. ASSOCIATION MANAGEMENT. The Association shall conduct the general management, operation and maintenance of Vista Business Center and the enforcement of the provisions of this Declaration and of the Articles and Bylaws of the Association, any Design Guidelines and rules and regulations adopted thereunder.

7.4. REPRESENTATIVE OF OWNER(S). If any Lot is owned by more than one person or by a partnership, joint venture, corporation, limited liability company, or other entity, the Owner(s) shall designate to the Association in writing the name and address of the representative to whom all legal or official assessments, liens, levies or other notices may be mailed. Upon failure to so designate a representative, the Association shall be deemed to be the agent for receipt of notices to such Owner(s).

7.5. NOTICE TO LOT OWNERS. Notice of matters affecting the Association, the Common Elements or other aspects of Vista Business Center shall be given to Lot Owners by the Association or other Lot Owners in writing addressed to each Lot Owner at the address provided to the Association by each Lot Owner. If a Lot Owner has failed to provide an address, the Association shall use the address set forth in the deed or other instrument of conveyance recorded in the Gunnison County records by which the Lot Owner acquired title.

7.6. DELIVERY OF DOCUMENTS BY DECLARANT. Within sixty (60) days after the Owners other than the Declarant elect a majority of the members of the Executive Board, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, including, without limitation, the following items:

7.6.1. The original or a certified copy of the recorded Declaration, as it may be amended, the Articles of Incorporation, Bylaws, Design Guidelines, minute books, other books and records, and any rules and regulations which may have been promulgated;

7.6.2. An accounting for Association funds and audited financial statements from the date the Association received funds and ending on the date the Period of Declarant Control ends;

7.6.3. The Association funds, books and records;

7.6.4. All the tangible personal property that has been represented by the Declarant to be the property of the Association or that is necessary for and has been used exclusively in the operation and enjoyment of the Common Elements;

7.6.5. A copy, for the nonexclusive use of the Association, of any plans and specifications used in the construction of Improvements in Vista Business Center;

7.6.6. All insurance policies then in force which the Owners, the Association, or its directors and officers are named as insured persons;

7.6.7. Copies of any certificates of occupancy that may have been issued with respect to any Improvements comprising the Common Elements;

7.6.8. Any other permits issued by governmental bodies applicable to Vista Business Center and which are currently in force or which were issued within one (1) year prior to the date on which Owners other than the Declarant took control of the Association;

7.6.9. Written warranties of any contractor, subcontractors, suppliers and manufacturers that are still effective;

7.6.10. A roster of Owners and their addresses and telephone numbers, if known, as shown on the Declarant's records;

7.6.11. Employment contracts in which the Association is a contracting party;

7.6.12. Any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the person performing the services.

7.7. EXECUTIVE BOARD. Except as otherwise provided in this Declaration or the Bylaws, the Executive Board may act in all instances on behalf of the Association. Except for members of the Executive Board appointed by the Declarant during the period of Declarant Control, all members of the Executive Board shall be members of the Association, or in the event that an Owner is an entity rather than a natural person, such member of the Executive Board shall be an authorized representative of such entity Owner.

7.8. POWERS OF THE EXECUTIVE BOARD. Except for those matters expressly reserved to the Members as provided in the Association Documents and the Act and the Colorado Revised Nonprofit Corporation Act, the Executive Board may act in all instances on behalf of the Association, to:

7.8.1. Adopt and amend bylaws and rules, regulations and policies, including those described in C.R.S. § 38-33.3-209.5(1)(b) designed to promote responsible governance;

7.8.2. Determine Common Expenses and adopt and amend budgets for revenues, expenditures and reserves and collect Assessments;

7.8.3. Hire and terminate managers and other employees, agents and independent contractors;

7.8.4. Establish and appoint members to the ARB;

7.8.5. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting Vista Business Center;

7.8.6. Make contracts and incur liabilities, except that any agreement for professional management of the Association's business or other contract providing for services of the Declarant shall have a maximum term of three (3) years and any such agreement shall provide for termination by either party thereto, with or without payment of a termination fee, upon not more than ninety (90) day's prior written notice;

7.8.7. Regulate the use, maintenance, repair, replacement and modification of Common Elements;

7.8.8. Cause additional improvements to be made as part of the Common Elements;

7.8.9. Acquire, hold, encumber and convey in the name of the Association any right, title or interest in real or personal property, except that Common Elements may be conveyed or subjected to a security interest only if (i) Owners entitled cast at least sixty-seven percent (67%) of the votes agree to that action, (ii) if all Owners of Lots to which any Limited Common Element is allocated agree in order to convey that Limited Common Element or subject it to a security interest;

7.8.10. Grant easements, leases, licenses and concessions through or over the Common Elements;

7.8.11. Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements (but not including the Limited Common Elements);

7.8.12. Impose charges (including without limitation, late charges and default interest) for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of provisions of the Association Documents or otherwise suspend other membership privileges (except that notice and opportunity to be heard shall not be required before suspension of membership privileges for failure to pay Assessments within thirty (30) days after they become due);

7.8.13. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;

7.8.14. Provide for the indemnification of the Association's officers, Executive Board and ARB and maintain directors' and officers' liability insurance;

7.8.15. Assign its right to future income, including the right to receive Assessments, but only upon the affirmative vote of the Owners of Lots to which at least 51 percent of the votes in the Association are allocated, at a meeting called for that purpose.

7.8.16. Exercise any other powers conferred by the Declaration or Association Bylaws;

7.8.17. Exercise all other powers that may be exercised in this State by legal entities of the same type as the Association, including without limitation, those powers specified by the Colorado Revised Nonprofit Corporation Act; and

7.8.18. Exercise any other powers necessary and proper for the governance and operation of the Association.

7.9. BOOKS AND RECORDS. The Association shall maintain and shall make available for inspection to Owners, upon request, during normal business hours or under other reasonable circumstances, such books and records as may be required under the Act and the Colorado Revised Nonprofit Corporation Act.

7.10. ACCOUNTING. If the Association delegates powers of the Executive Board or its officers relating to collection, deposit, transfer or disbursement of Association funds to other persons or to a manager, then such other persons or manager must (a) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or manager (b) maintain all reserve accounts of the Association separate from the operational accounts of the Association, and (c) provide to the Association no less than once per month an accounting for the previous months. In addition, the Association shall obtain an annual accounting and financial statement of Association funds (on either a review or audit basis, at the Association's discretion) and annual tax returns prepared by a certified public accountant.

ARTICLE 8
COMMON EXPENSES

8.1. ALLOCATED INTEREST. Each Lot shall have appurtenant thereto the undivided interest in the common elements and common expenses of the Association and a portion of the votes in the Association. Each of the Lots shall have equal Allocated Interests. Accordingly, each Lot shall be allocated equal pro rata shares of the common expense liability and votes in the Association, where the numerator of such share is one and the denominator of such share is the total number of Lots in the Vista Business Center, as the same may change from time to time due to the addition or removal of Lots in accordance with the provision of this Declaration.

8.2. PERSONAL OBLIGATION. Each Owner, including Declarant while an Owner of any Lot, is obligated to pay to the Association: (1) the Annual Assessments; (2) Special Assessments; and (3) Default Assessments. Each Assessment against a Lot is the personal obligation, jointly and severally, of the Owner(s) at the time the Assessment became due and shall not pass to successors in title unless they agree to assume the obligation. No Owner may exempt himself from liability for Assessment by abandonment of his Lot or by waiver of the use or enjoyment of all or any part of the Common Elements. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon , the cost and expenses of such proceedings, and all reasonable attorneys' fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration. All Assessments shall be payable in accordance with the levy thereof, and no offsets or deduction against the Assessments shall be permitted for any reason including, without limitation, any claim that the Association or the Executive Board is not properly exercising its duties and powers under the Association Documents.

8.3. BUDGET. Within ninety (90) days after adoption of any proposed budget for Vista Business Center, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider the budget. Such meeting shall occur within a reasonable time after mailing or other delivery of the summary. The Executive Board shall give notice to the Owners of the meeting as allowed for in the bylaws. The budget proposed by the Executive Board does not require approval from the Owners and it will be deemed approved by the Owners in the absence of a veto at the noticed meeting by a majority of all Owners, whether or not a quorum is present. In the event that the proposed budget is vetoed, the periodic budget last proposed by the Executive Board and not vetoed by the Owners must be continued until a subsequent budget proposed by the Executive Board is not vetoed by the Owners.

8.4. AUDIT OR REVIEW. The books and records of the Association shall be subject to an audit, using generally accepted auditing standards, or a review, using statements on standards for accounting and review services, at least once every two years by a person selected by the Executive Board. Such person need not be a certified public accountant except in the case of an audit.

8.4.1. An audit shall be required under this paragraph only when both of the following conditions are met: (1) The Association has annual revenues or expenditures of at least two hundred fifty thousand dollars ($250,000.00); and (2) An audit is requested by the Owners of at least one-third of the Lots.

8.4.2. Copies of an audit or review under this paragraph shall be made available upon request to any Owner beginning no later than thirty (30) days after its completion.

8.5. ANNUAL ASSESSMENTS. An Owner's Annual Assessments shall be determined based on the adopted and ratified Common Expense budget. The Executive Board shall levy and assess the Annual Assessments to each Owner in accordance with the Allocated Interests, provided, however, that the Executive Board reserves the right to allocate all expenses relating to fewer than all of the Lots to the Owners of those affected Lots only. Annual Assessments shall be due and payable in two equal semi-annual installments on January 1 and July 1 of each year, or such other dates which are six months apart as the Executive Board may determine. The omission or failure of the Association to fix the Annual Assessments for any period shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same.

8.6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The Annual Assessments shall commence as to each Lot on the first day of the month following the effective date of adoption and ratification of the first Common Expense budget. Until commencement of the Annual Assessments, the Declarant shall pay all Common Expenses of the Association.

8.7. SPECIAL ASSESSMENTS. In addition to the Annual Assessments, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may

determine, for the purpose of defraying, in whole or in part, the cost of any construction or re-construction, unexpected repair or replacement of improvements within the Common Elements or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as in independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration. Any amounts assessed pursuant to this Section shall be assessed to Owners according to the Allocated Interests, subject to the right of the Association to assess only against the Owners of affected Lots, any extraordinary maintenance, repair or restoration expense. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than ten (10) days after such notice has been given.

8.8. DEFAULT ASSESSMENTS.

8.8.1. All monetary fines, penalties and enforcement costs, including reasonable attorneys' fees and costs, assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, including without limitation attorneys fees incurred by the Association, shall be a Default Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such assessment at least ten (10) days prior to the due date.

8.8.2. Without limiting the generality of the preceding paragraph, in the event that the need for maintenance, repair or replacement of all or any portion of the Common Area is caused by the negligent or willful act or omission of an Owner or by an Owner's Agent, or if misconduct on the part of an Owner or an Owner's Agent otherwise results in the Association's incurring some expense, then the expenses incurred by the Association for such maintenance, repair or replacement or otherwise caused by the misconduct will be a personal obligation of such Owner. If the Owner fails to repay the expenses incurred by the Association within thirty (30) days after notice to the Owner of the amount owed, then the failure to so repay will be a default by the Owner under the provisions of this Section, and such expense will automatically become a Default Assessment enforceable in accordance with this Declaration.

8.9. EFFECT OF NONPAYMENT; ASSESSMENT LIEN. Any Assessment installment, whether pertaining to any Annual, Special or Default Assessment which is not paid when due shall be delinquent. If an Assessment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

8.9.1. If the delinquency continues for a period of fifteen (15) days, assess a late charge for each delinquency in such amount as the Association deems appropriate;

8.9.2. If the delinquency continues for a period of thirty (30) days, assess an interest charge, in arrears, from the due date at the rate of 18% per year;

8.9.3. Accelerate all remaining Assessment installments so that unpaid assessments for the remainder of the fiscal year shall be due and payable at once;

8.9.4. Bring an action at law against any Owner personally obligated to pay the delinquent Assessments;

8.9.5. Proceed with foreclosure as set forth in more detail below;

8.9.6. Suspend the voting rights of the Owner during any period of delinquency;

8.9.7. Suspend any of the Owner's other membership privileges during any period of delinquency and for up to sixty (60) days thereafter; and/or

8.9.8. Take any other action authorized by law or the Association Documents.

8.10. LIEN. Assessments chargeable to any Lot shall constitute a lien on such Lot. Such lien will be subject to the priority provisions of C.R.S. § 38-33.3-316. The Association may institute foreclosure proceedings against the defaulting Owner's Lot in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of claim and lien, and all reasonable attorneys' fees incurred in connection with the enforcement of the lien. The Owner shall be required to pay the Association the Assessment installments for the Lot during the period of any foreclosure. The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Association's lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any homestead exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

8.11. PAYMENT BY HOLDER OF SECURITY INTEREST. Any holder of a security interest on a Lot may pay any unpaid amount payable with respect to such Lot, together with any and all costs and expenses incurred with respect to the lien and upon such payment that holder of a security interest shall have a lien on the Lot for the amounts paid with the same priority as the lien of the security interest.

8.12. STATEMENT OF STATUS OF ASSESSMENT PAYMENT. Upon payment of a reasonable fee set from time to time by the Executive Board and upon fourteen (14) days written request to the Association's registered agent by personal delivery or certified mail, first-class postage prepaid, return receipt, any Owner, designee of Owner, holder of a security interest or its designee shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Lot. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested to the inquiring party (in which event the date of posting shall be deemed the date of delivery) within fourteen (14) days after receipt of the request, the Association shall have no right to assert a lien upon the Lot for unpaid Assessments which were due as of the date of the request.

8.13. CAPITALIZATION OF THE ASSOCIATION. The Association may require the first Owner of any Lot (other than Declarant) who purchases that Lot from Declarant to make a nonrefundable contribution to the Association in the amount equal to one-sixth (1/6) of the total annual assessment at the time of sale (regardless of whether or not assessments have commenced as provided herein). Said contribution shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each Lot as aforesaid, and may be used for the benefit of the Association as the Executive Board deems appropriate, including, without limitation, to meet unforeseen expenditures or to purchase additional equipment, property or services. Such contribution of working capital shall not relieve an Owner from making regular payments of assessments as the same become due. Upon the transfer of a Lot, an Owner shall be entitled to a credit from the transferee (but not from the Association) for the aforesaid contribution to working capital. The Association may, from time to time, increase the amount of the working capital contribution to an amount equal to one-sixth (1/6) of the then current total annual assessment.

ARTICLE 9
INSURANCE

9.1. GENERAL INSURANCE PROVISIONS. To the extent reasonably available, the Association shall acquire and pay for, as a common expense, at least the following insurance policies carried with reputable insurance companies authorized to do business in Colorado:

9.1.1. PROPERTY INSURANCE FOR COMMON ELEMENTS. Property insurance on the common elements for broad form covered causes of loss, in an amount not less than the full insurable replacement cost of the insured property, less applicable deductibles, at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies. Maximum deductible amounts for such policies shall be determined by the Executive Board.

9.1.2. COMPREHENSIVE LIABILITY. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the common elements, in an amount no less than $2,000,000 for bodily injury, including death, and property damage arising out of a single occurrence, insuring the Executive Board, the Association, managers, agents and employees, and the Lot Owners. The Declarant shall be included as an additional insured in its capacity as a unit owner and board member. The unit owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the common elements. The insurance shall cover claims of one or more insured parties against other insured parties.

9.1.3. FIDELITY INSURANCE. Fidelity insurance or fidelity bonds must be maintained by the Association to protect against dishonest acts on the parts of its officers, directors, trustees, and employees and on the part of all others, including any manager hired by the Association, who handle or are responsible for handling the funds belonging to or administered by the Association in an amount determined by the Executive Board.

9.1.4. DIRECTORS AND OFFICERS LIABILITY INSURANCE. The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of the Executive Board against any liability asserted against a member of the Executive Board or incurred by him in his capacity of or arising out of his status as a member of the Executive Board.

9.2. The Executive Board shall not enter into independent contractor contracts of any kind unless the contracting party provides evidence (such as Certificate of Insurance) to the Executive Board that such party has current and satisfactory insurance, including worker's compensation insurance, commercial general liability insurance and automobile insurance on all of which the Association is named as an additional insured.

9.3. PROOF OF INSURANCE. The Association shall furnish proof of insurance coverage to any Owner upon request.

9.4. OWNER'S INSURANCE. The insurance provisions contained in this Article do not obviate the need for each Owner to obtain and carry, at its own expense, such insurance as such Owner deems necessary with respect to such Owner's Unit.

ARTICLE 10
EASEMENTS

10.1. In addition to any other easements shown on the Plat or described elsewhere in this Declaration, the Property is subject to the following easements:

10.2. DECLARANT'S RIGHTS INCIDENT TO CONSTRUCTION. Declarant, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, under, and across the Lots and Common Elements, together with the right to store materials on the Lots and Common Elements, to make such use of the Lots and Common Elements as may be reasonably necessary or incident to any construction of the roads, utilities, projects, or Improvements on the Property, or to perform warranty work and repairs and construction work on the Lots and Common Elements. Such rights may be exercised by Declarant from time to time, and at different times until

completion of the Project, and no failure to exercise such rights at any time or for a period of time shall constitute a waiver of the rights contained herein.

10.3. BLANKET EASEMENTS. There is hereby created a blanket easement across, over, and under the Property for the benefit of the Common Elements and the Lots and the structures and improvements situated on the Property for ingress and egress, landscape irrigation systems, parking, installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable television and electricity, and such other purposes as deemed appropriate by the Executive Board, except that such easements may not be utilized by the utility providers until after receiving written approval from the Executive Board. Said blanket easement includes future utility services not presently available to the Lots which may reasonably be required in the future. By virtue of this easement, after receiving approval of the Executive Board, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Lots and to affix and maintain electrical and/or telephone wires, circuits, conduits and pipes on, above, across and under the Lots, all in a manner customary for such companies in the area surrounding the Property, subject to approval by the Association as provided above. Upon exercise of the rights contained in this Section, the utility providers, at their sole cost and expense, shall repair (or replace if necessary) the Property and all improvements thereon to their condition as they existed prior to the utility providers performing any work.

10.4. RESERVATION OF EASEMENTS, EXCEPTIONS AND EXCLUSIONS. The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Lots and Common Elements for the best interest of the Owners and the Association.

10.5. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Lot over and across the Vista Business Center roads, which right shall be subject to limited and reasonable restrictions on the use of Common Elements set forth in writing by the Association.

10.6. EMERGENCY ACCESS. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons and to Gunnison County's Building Inspector and Environmental Health Official to enter upon the Property, including all Lots and all Common Elements, in the proper performance of their duties.

10.7. All Owners shall permit a right of entry to the Association, whether the Owner is present or not, for access through each Lot, from time to time, as may be necessary for the routine maintenance, repair, or replacement for any of the utilities or Common Elements located adjacent thereto or accessible therefrom or for making emergency repairs necessary to prevent damage to the Common Elements or another Lot.

10.8. The following easements, which are depicted on the Plat:

10.8.1. A 10 foot wide snow storage easement on the eastern boundary of Lot 12 for the benefit of the owner of Vader Lane.

10.8.2. A 25 foot wide irrigation ditch easement on the eastern edge of Lot 12, to allow for the relocation of the existing Griffing No. 2 Ditch that crosses through Lot 12. The Declarant shall have the option of piping the ditch.

10.8.3. A 25 foot wide irrigation ditch easement for the benefit of the owners of the Biebel Ditch, across the southern edge of Lots 4 and 5.

10.8.4. Along the lot line between Lots 6 and 7, and along the southern lots lines of Lots 5-7 adjacent to the southern Common Area, a 30 foot wide easement for pedestrian access to the southern Common Area, for the benefit of the Owners, and a 30 foot wide drainage and utility easement, for the benefit of the Declarant and Association.

10.8.5. Along the lot line between Lots 6 and 7, a 30 foot wide drainage easement for the benefit of the Declarant and Association.

10.8.6. Along the eastern line of Lot 2, a 30 foot wide drainage easement for the benefit of the Declarant and the Association.

10.8.7. A 20 foot wide pedestrian access easement along the southern edge of Lot 3 for the benefit of the Lot Owners.

10.8.8. The following landscaping easements, for the benefit of the Declarant and the Association, for the purpose of maintaining landscaping required as part of the land use change approval for the Project:

10.8.8.1. Along the northern boundary of Lot 3 and in the northeast corner of Lot 1, as depicted on the plat.

10.8.8.2. Along the eastern edge of Lot 12, as depicted on the plat.

ARTICLE 11
RESTRICTIONS ON ALIENATION

11.1. A Lot may not be conveyed pursuant to any time-sharing or similar arrangement, including time-sharing arrangements described in C.R.S. § 38-33-110 to 113.

ARTICLE 12
SPECIAL DECLARANT RIGHTS

12.1. In addition to the Development Rights and Special Declarant Rights reserved elsewhere in this Declaration, the Declarant specifically reserves the right to exercise in any order all of the following Development Rights and Special Declarant Rights:

12.1.1. The right to subject the Expansion Property, as described on Exhibit B and as shown on the Plat, to the provisions of this Declaration. The Expansion Property shall consist of one additional Lot, and shall become Lot 13. The consent of any existing Owners or lienholders shall not be required for such expansion. Such expansion may be accomplished by the Declarant filing a Supplemental Declaration and a new certification of the Plat, in accordance with the Act, in the office of the Clerk and Recorder of Gunnison County, Colorado. Such expansion shall automatically (a) vest in each existing Owner the reallocated Allocated Interests appurtenant to his Lot, and (b) vest in each existing holder of a Security Interest a perfected Security Interest in the reallocated Allocated Interests to the encumbered Lot. All conveyances of Lots following the exercise of a development right shall be effective to transfer rights in all Common Elements appurtenant to such Lot, whether or not reference is made to any Supplemental Declaration. Reference to this Declaration in any instrument shall be deemed to include the Supplemental Declaration without specific reference thereto. This right shall terminate 20 years after the termination of the lifetime lease granted to W.K. Edwards by the instrument recorded in the real property records of Gunnison County on April 1, 2011, at Reception No. 604480.

12.1.2. The right to create additional common elements, or limited common elements within the Vista Business Center.

12.1.3. The right to complete or make any improvements as set forth on the Plat, or as required by Gunnison County, Colorado.

12.1.4. The right to maintain signs to advertise the Vista Business Center, a business and sales office, construction facilities, construction equipment and other facilities as may be reasonably necessary, appropriate or customary during the construction and development of all Lots within Vista Business Center. Such office, facilities and equipment may be located on a Lot owned by Declarant or on Common Areas. Such office, facilities and equipment shall be the property of Declarant, not Common Elements. If Declarant ceases to be an Owner, Declarant's rights under this paragraph, shall terminate. Upon termination of Declarant's rights under this paragraph, all offices, facilities, equipment, and signs shall be removed from the Vista Business Center within 60 days of such termination.

12.1.5. The right to establish, vacate, relocate, and use easements through the common elements for the purpose of making improvements within the Property or Expansion Property.

12.1.6. The right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across any portion of the Property for the purpose of furnishing utility, drainage, and other services to any Lots and Common Elements; and the right to withdraw and grant easements and licenses to public and quasi-public utility companies or districts.

12.2. Where any Development Right or Special Declarant Right set forth in this Declaration includes an express time limit within which such right must be exercised, such time limit shall control. Where no express time limit is included, such right shall exist for the maximum time limit allowed by law, or for twenty (20) years following the recording of this Declaration, whichever occurs first.

12.3. Upon exercising any Development Right or Special Declarant Right, the Declarant shall record an amendment to this Declaration or the Plat as necessary to reflect any change as a result of such exercise, as required by the Act.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1. SEPARATE TAX ASSESSMENT. Declarant shall advise the Assessor of Gunnison County, Colorado, of the platting of the Lots so that each Lot shall be deemed a separate parcel of real property and subject to separate assessment and taxation.

13.2. COMPLIANCE WITH PLAT AND DECLARATION.

13.2.1. Each Owner and Owner's Agent shall comply strictly with the provisions of the Plat, this Declaration, the Article of Incorporation, Bylaws, rules, regulations and resolutions of the Association, all Association Documents and any management agreement entered into by the Association as the same may from time to time be in force and effect. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, by an aggrieved Owner and/or by Gunnison County. The Association shall be obligated to reimburse all enforcement costs, including reasonable attorney's fees, incurred by Gunnison County to enforce the association Documents.

13.2.2. Notwithstanding the provisions of Section 13.2.1. , no Owner or Owner's Agent shall initiate any litigation or other action to enforce or interpret this Declaration or any Association Documents without first in good faith submitting the matter to mediation. The disputants will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is sent by one disputant to the other(s), the mediation, unless otherwise agreed, shall terminate. Nothing herein shall be deemed to require the Association to submit any matter to mediation prior to initiating litigation or other enforcement action.

13.3. SEVERABILITY. If any provision of this Declaration or any paragraph, sentence, clause, phrase, word or section, or the application thereof in any circumstance shall be invalidated by any court, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, word or section in any other circumstances shall not be affected thereby.

13.4. AMENDMENT; TERMINATION.

13.4.1. Except as otherwise provided herein, this Declaration and the Plat shall be amended only by vote or agreement of Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated, and approval by holders of Security Interests shall not be required.

13.4.2. No amendment which alters the Allocated Interest of a Unit shall be effective except upon written approval of the Owners of record of all Lots.

13.4.3. No part of this Declaration shall be interpreted to limit the Declarant's right to amend the Declaration in accordance with C.R.S. § 38-33.3-217(1)(a)(III)(B) (2014), or the Association's right to amend the Declaration in accordance with C.R.S. § 38-33.3-217(1)(a)(III)(C) (2014), without the consent of the Lot Owners or holders of Security Interests.

13.4.4. Provisions in this Declaration pertaining to Development Rights and Special Declarant Rights may not be amended without the consent of the Declarant.

13.4.5. Notwithstanding any other provision in this Declaration to the contrary, Declarant reserves the right to amend the Plat until one year following completion of all Vista Business Center road and utility construction. Such Plat amendment(s) may include but shall not be limited to relocation of roads, trails and easements, Lot boundaries, Building Envelopes and driveways. No Owner shall have any right to review and/or approve any such Plat amendment, except that no modification by Declarant of any Building Envelope or Lot boundary shall be effective without the written approval of the Owner of the Lot(s) whose boundary is affected or on which such Building Envelope is located.

13.4.6. Except in the case of a taking of all the units by eminent domain, the Vista Business Center common interest community shall be terminated only by agreement of the Owners holding at least sixty-seven percent (67%) of the votes in the Association are allocated, and agreement of at least fifty percent (50%) of the non-Declarant Owners. Any such termination shall be accomplished in accordance with C.R.S. § 38-33.3-218.

13.4.7. No amendment to this Declaration or the Plat, nor any termination of this common interest community, shall be made effective until approved by the Board of County Commissioners and placed of record in the office of the Clerk and Recorder of the County of Gunnison, Colorado.

13.5. ATTORNEYS' FEES. If any action is brought in a court of law to enforce, interpret or construe this Declaration or any Association Document, the prevailing party shall be awarded all reasonable attorneys' fees and costs incurred in the prosecution or defense of such action, including expert witness fees and expenses.

13.6. CONSTRUCTION. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

13.7. HEADINGS. The heading on any Section or Article are included only for purposes of convenient reference and shall not affect the meaning or interpretation of this Declaration of Protective Covenants.

13.8. WRITTEN NOTICE. All notices required under this Declaration shall be in writing. Notice to any Owner shall be considered delivered and effective upon personal delivery or five days after mailing by certified or registered mail, return receipt requested, to the address of such Owner on file in the records of the Association at the time of such mailing.

13.9. LIMITATION OF LIABILITY. Neither the Association nor any officer or director shall be liable to any party for any action or for failure to take any action with respect to any matter arising by, through or under this Declaration if the action or failure to act was made in good faith. The Association shall indemnify, defend and hold harmless all officers and directors with respect to any action taken in their official capacity as provided in the Articles of Incorporation and Bylaws of the Association.

13.10. APPLICABLE LAW. The exclusive proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of the Association Documents shall be the County Court or District Court of Gunnison County, Colorado, unless otherwise chosen by the Association.

13.11. BINDING AGREEMENT. This Declaration shall run with the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors, and assigns, and shall inure to the benefit of each Owner thereof. The rights and obligations of the Declarant shall bind and inure to the benefit of the Declarant and Declarant's successors and assigns.

13.12. TERM. The covenants and restrictions in this Declaration and on the Plat shall run with and bind the Property in perpetuity, subject to the termination provisions in the Act and this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration this _____day of _____, _____.

Link, LLC

By:_____
Hal Hearne, President

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ___ day of_____, _____, by Hal Hearne, President of Link, LLC.

Witness my hand and official seal. My commission expires:

_____
Notary Public

Exhibit A: The Property

A tract of land within the NW1/4SW1/4 and SW1/4NW1/4 of Section 3, Township 49 North, Range 1 East, New Mexico Principal Meridian, Gunnison County, Colorado, said tract being more particularly described as follows: Commencing at the West quarter corner of said Section 3 (as marked by a USGLO brass cap monument); thence North 49°18'42" East 409.44 feet to an easterly corner of Signal Peak Filing No. 1 (a subdivision within Gunnison County), said corner being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract;

1. North 36°01'41" East 301.34 feet along the easterly boundary of Signal Peak Filing No. 1;

2. North 51°00'26" East 270.95 feet along the easterly boundary of said Filing No. 1 to a point on the southerly boundary of State of Colorado property as described in Book 342 at Page 231 of the records of Gunnison County,

3. South 37°48'17" East 445.60 feet along the said southerly boundary;

4. Along the arc of a curve to the LEFT a distance of 1568.30 feet said curve having a radius of 1960.00 feet and a long chord of South 63°15'30" East 1526.80 feet along the said southerly boundary;

5. South 89°10'30" East 133.97 feet along the said southerly boundary;

6. South 01°09'20" East 316.60 feet along westerly boundary of access easement to Farm Credit Bank of Wichita, as described as Parcel No. 2 in Book 658 at Page 549 of said records;

7. North 89°43'40" West 1261.28 feet along northerly boundary of Valco Inc. property as described in Book 552 at Page 987 of said records;

8. North 64°25'43" West 409.62 feet along northerly boundary of Farm Credit Bank of Wichita property, as described in Book 658 at Page 549 of said records;

9. North 37°39'11" West 455.83 feet along northerly boundary of said property;

10. North 15°57'17" West 210.20 feet along easterly boundary of said Filing No. 1;

11. North 45°02'10" West 279.57 feet along easterly boundary of said Filing No. 1, to the POINT OF BEGINNING of the herein described tract.

This tract contains 28.07 acres more or less.

Excepting therefrom, the Expansion Property described in Exhibit B, below.

The Property includes the following appurtenant easements:

The Eastern Access Easement and the Western Access Easement, both conveyed in that certain Easement Agreement dated February 16, 2012 and recorded in the real property records of Gunnison County on February 28, 2013, at Reception No. 618770.

Exhibit B: The Expansion Property

The Outlot, as shown on the plat of Vista Business Center, recorded in the real property records of Gunnison County on the ____ day of _____, _____, at Reception No. _____.

Vista Business Center
Sign Variance Request

I. The Proposed Sign

The Preliminary Plan for Vista Business Center includes a Cluster Sign (the "Sign"), defined in the Gunnison County Land Use Resolution (LUR) as "any sign identifying a business, commercial or industrial use and that provides one space per each business entity within the development to display an off-premise sign." Section 2-102.

Section 13-109.E. of the LUR states, "The following signs do not require a Sign Permit…14. COMMERCIAL, INDUSTRIAL AND BUSINESS CLUSTER SIGNS. Multiple businesses, commercial, or industrial establishments that are part of an industrial or business park may construct one cluster sign at each approved access to the development that includes the name of the development and/or listings of individual businesses in the development…"

The proposed Sign would be located in the northeast corner of the Property, near the intersection of Highway 50 and Vader Lane. The proposed design of the Sign is shown below:

II. Applicable Land Use Resolution Standards

Under LUR Section 13-109.K.2, the maximum permitted aggregate area for cluster signs is 70 square feet, and the maximum height of a sign is "16 feet above the natural grade of the ground on which it is placed, except that a sign located over a property's entranceway or exit way may be 20 feet above the road over which it is placed."

The proposed Sign is approximately 21 feet above the natural grade and approximately 138 square feet in area. As such, the Sign exceeds the default height and area limits for a Cluster Sign. Accordingly, Vista Business Center is requesting a variance from these standards.

Under LUR Section 13-109.M.4., a "variance shall be granted only upon a demonstration by the applicant by a preponderance of the evidence that the literal enforcement of this Section would cause unnecessary or undue hardship to the applicant, and that there will be no adverse impact to adjacent land uses or the general public; and upon written finding by the Board that all of the following criteria have been met:

a. HARDSHIP NOT SELF-IMPOSED. That the hardship has not been created by the applicant, or his/her predecessor;
b. NO HARM TO PUBLIC SAFETY. That there is no detriment to the public health, safety and welfare;
c. DEMONSTRATION OF NEED. That there exists a clear and reasonable need for the sign at the proposed location;
d. CONSISTENCY WITH NEIGHBORHOOD. That the type, style, size and other characteristics of the proposed sign are consistent with the character of the proposed location;
e. COMPLIANCE WITH ALL OTHER STANDARDS. That the location, character and format of the proposed sign are not in conflict with the purposes of this Section, or of this Resolution.
f. PUBLIC BENEFIT OUTWEIGHS IMPACTS. That the benefits that the sign would provide to the public and county visitors would outweigh any adverse aesthetic or other impacts caused by the proposed sign.

Each of these factors is discussed below.

III. The hardship has not been created by the applicant, or its predecessor.

"There is a distinction between circumstances where the applicant or its predecessor in interest creates a hardship such as an undersized lot, and a situation where the hardship which would justify the grant of a variance originates in the zoning ordinance itself." 101A C.J.S. Zoning and Land Planning § 316. As to the proposed Vista Business Center Sign, we are dealing with the latter circumstance. An example of the former circumstance would be, hypothetically, if the applicant had constructed a large berm next to the highway, then sought a variance from the height limit in order to locate a sign behind the berm that would still be visible from the highway.

In this case, the hardship originates from the LUR itself. Bluntly, 70 square feet is simply not enough area for a cluster sign for 12 lots that will be facing a highway with a 65 mile per hour speed limit. Notably, the maximum square footage for an individual sign under the LUR is 50 square feet. An additional 20 square feet for an additional 11 lots seems unnecessarily restrictive. By way of comparison, the maximum square footage for this sign under the City of Gunnison's Land Development Code would be 150 square feet.

IV. There is no detriment to the public health, safety and welfare.

It is the Applicant's strong belief that creating a cluster sign in excess of 70 square feet will actually enhance public safety. The sign is intended to notify visitors to the Vista Business Center, whether customers, vendors, or otherwise, as to the location of the Vista Business Center. For a person travelling at 65 miles per hour on the highway, at the scale that would be required to fit on a 70 square foot sign, the words Vista Business Center would be legible from only a short distance away, and the words for the individual businesses would be hardly legible at any distance.

The following photograph is of an entry sign to a business in Signal Peak Industrial Park, adjacent to the proposed Vista Business Center. The signs shown in the photo are larger than the individual business signs that will be in the proposed cluster Sign, but are nevertheless difficult to read from Highway 50. This illustrates the need for more than 70 square feet for a cluster sign for 12 businesses. Moreover, the height of this sign demonstrates that height of the Sign will be compatible with the neighborhood.

Notably, the sign will be modest in design, consistent with the "western" architecture seen in many other signs in the vicinity. The sign will not have flashing or neon lights, or any type of animation that could be a distraction for travelers on Highway 50.

V. There exists a clear and reasonable need for the sign at the proposed location.

The following photograph is a cluster sign for a new commercial development in the City of Gunnison. The cluster sign accommodates only 4 businesses, and is in an area with a speed limit that is significantly less than 65 miles per hour. Nevertheless, the cluster sign is approximately **132** square feet in size.

There is a clear and reasonable need for a cluster sign that must accommodate 12 businesses to be more than 70 square feet in size.

Additionally, the height of the Sign is necessitated by the fact that the grade of the Property is below the grade of Highway 50.

VI. The type, style, size and other characteristics of the proposed sign are consistent with the character of the proposed location.

As stated above, the height of the sign is consistent with the sign in Signal Peak Industrial Park that is visible from Highway 50. Additionally, the overall size of the Sign is consistent with the sign for The Inn at Tomichi Village, which is nearby on Highway 50, and the sign for the I-Bar Ranch (when the stanchions are fully utilized):

The Inn
at TOMICHI VILLAGE
GUNNISON, CO
PATIO
SEATING
OPEN
41883 US Hwy 50

VII. The location, character and format of the proposed Sign are not in conflict with the purposes of Section 13-109 or any other part of the LUR.

Except for the height and area of the Sign, the Sign is otherwise in compliance with the requirements of the LUR, and in particular, Section 13-109. To wit, there will only be one cluster sign, it will not be in the right of way, external light will be minimized, there will be no internal lighting, the information on the sign will not be misleading, the sign will not interfere with snow removal, will not interfere with the vision of motorists, and will not significantly detract from the environmental or aesthetic character of the County.

VIII. The benefits that the Sign would provide to the public and county visitors would outweigh any adverse aesthetic or other impacts caused by the proposed Sign.

As stated above, installing a sign that exceeds the default height and size limits will provide the benefit of being visible to people trying to get to the Vista Business Center. At the same time, due to the modest design that is similar to other signs in the area, the Sign will not have an adverse aesthetic impact. Accordingly, the benefits will outweigh the adverse impacts.

IX. Conclusion.

For the reasons discussed above, literal enforcement of the height and area limits of Section 13-109 of the LUR would cause unnecessary or undue hardship to the Vista Business Center, and there will be no adverse impact to adjacent land uses or the general public.

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for August 18, 2015
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230

- Call to Order at 10:30 am
- Agenda Review; Minutes Approval
- 2016 Community Services Block Grant Changes
- Staffing Update
- Child Welfare Investigation Definition/Summary Documents
- Gunnison County Department of Health and Human Services Dispute Resolution Process; Appointment of Citizen Review Panel Members; Greg Meier; Shawna Shidler
- Next Meeting: October 20, 2015
- Adjourn at 11:00 am

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at http://www.gunnisoncounty.org/177/Agendas-Minutes-Portfolios no later than 6:00 pm on the Friday prior to the meeting.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft HS Minutes; 6-16-2015

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Attached are the draft Human Services Board meeting minutes from 6/16/15 for consideration.

Fiscal Impact: None

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/1/2015

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 7/21/2015

Revised April 2015

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
June 16, 2015

The June 16, 2015 meeting of the Gunnison/Hinsdale Board of Human Services was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present were:

Phil Chamberland, Chairperson
Susan Thompson, Vice-Chairperson (via phone)
Jonathan Houck, Commissioner
Paula Swenson, Commissioner
Joni Reynolds, Health and Human Services Director
Matthew Birnie, County Manager
Katherine Haase, Clerk to the Board
Other Persons Present as Listed in Text

CALL TO ORDER: Chairperson Chamberland called the meeting to order at 10:01 am.

AGENDA REVIEW: There were no changes to the agenda.

MINUTES APPROVAL: **Moved** by Commissioner Swenson, seconded by Commissioner Houck to approve the April 21, 2015 meeting minutes. Motion carried unanimously.

DISPUTE RESOLUTION PROCESS UPDATE; NEW CITIZEN REVIEW PANEL MEMBER APPOINTMENT: HHSD Reynolds explained that this is for an annual review of the process and that all agencies have a dispute resolution process. One of the persons that is listed to serve on the three-person citizen panel has left the area recently, and another of them has been gone for many years. She noted that the Director cannot influence who is appointed. She will find out of there may be anyone in Hinsdale County that would like to serve, and Commissioner Houck suggested that she also see if anyone in the Crested Butte area would like to serve. The term of service would be indefinite, or until the person resigns or is no longer available. The Board also asked her to see if Greg Meier might be willing to serve.

STAFF UPDATE: HHSD Reynolds informed the Board that Karin Stewart's last day of employment with Gunnison County will be 6/19/15. Ms. Stewart is relocating and will begin work for Delta County. HHSD Reynolds has assigned Dawn Delaney as the interim person from the staff who will assume Ms. Stewart's former duties in the interim.

LEGISLATIVE UPDATE: HHSD Reynolds informed the Board that, of the issues discussed during the last meeting, all of them passed except for an adult protection bill associated with intellectual or developmental disabilities for adults over 18 years old. She also noted that the child-protection ombudsman bill will be moved to the Judicial Branch by 1/1/16. The legislative session is now over.

HHSD Reynolds informed the Board that she spoke with the State regarding the possibility of approximately $8,000 in additional funding for Veterans' Services. Acceptance of this funding should not increase the workload, though reporting requirements would be added. She spoke with the current Veterans' Services Officer, Al Falsetto, about this possibility. Mr. Falsetto hasn't attended the statewide meetings, and he primarily focuses on older veterans and not the veterans from recent wars. He also works primarily over the phone, and he only reports to the Board when he reapplies for the position. County Manager Birnie opined that his position probably needs to reside in DHHS for structural purposes. Although he has no concerns with Mr. Falsetto's work, he stated that the County probably has an underserved population.

NEXT MEETING: The next meeting was scheduled for August 18, 2015.

ADJOURN: **Moved** by Commissioner Swenson, seconded by Commissioner Houck to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 10:17 am.

Minutes Prepared By:

_____
Katherine Haase, Clerk to the Board

Minutes Approved (insert date):

_____
Phil Chamberland, Chairperson

DRAFT

Community Service Block Grant (CSBG) Program
Summary of Allocation Formula Proposed Changes

Current Allocation Formula

1. Uses 2000 Census Data
2. 100% poverty population
3. $12,500 incentive per county in MCSA (3+ contiguous counties)
4. Incentives are taken out of 90% formulaic distribution, not 5% discretionary as required by HHS

Solutions Needed:

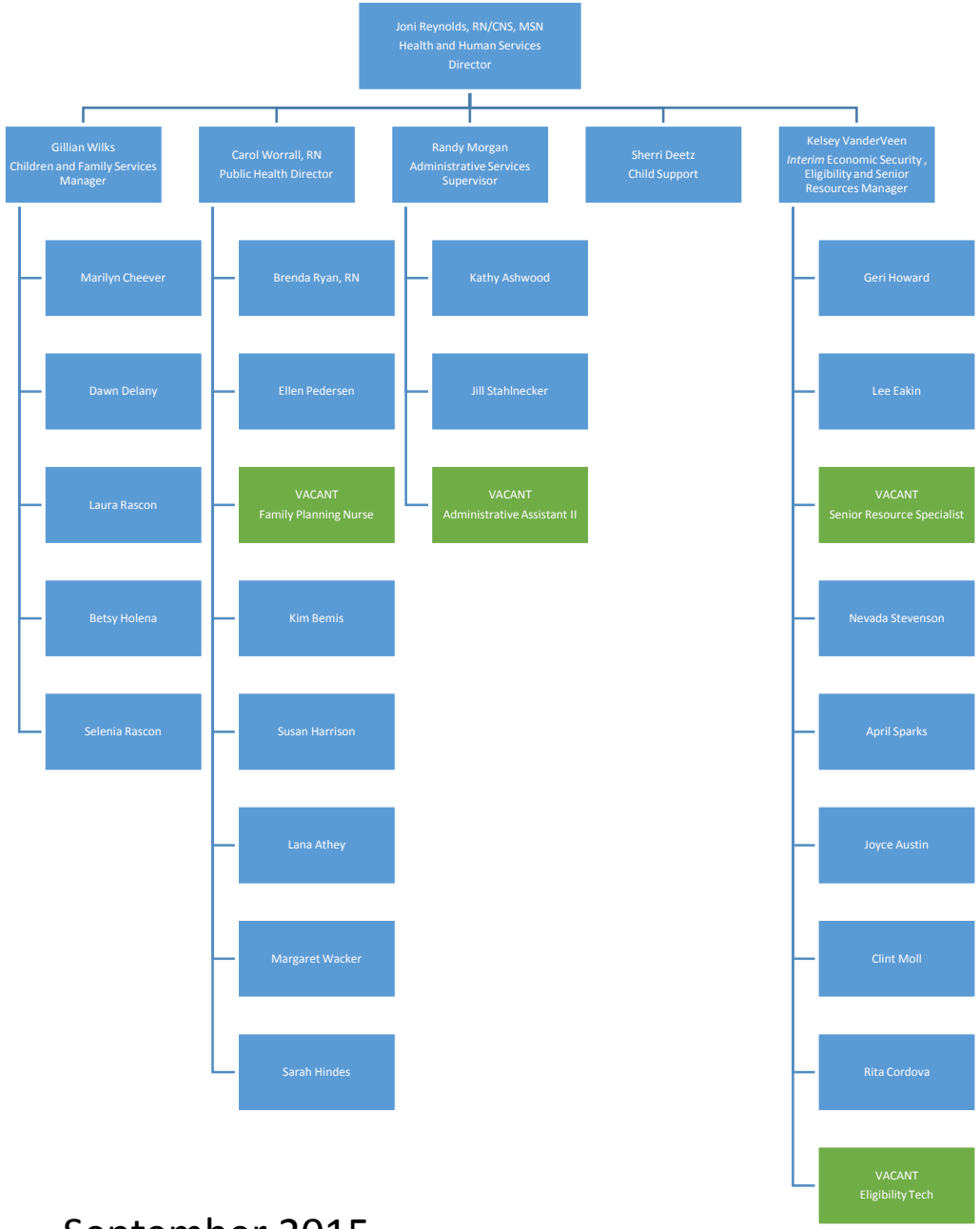
1. Update Census data applied to formulaic distribution
2. Incentivize collaboration without MCSA incentive
3. Maintain DOLA's priority of rural and underserved areas
    a. Updating poverty statistics increases the grant allocation to single county agencies by 4% overall, but results in a **24% overall reduction to rural MCSAs**.
    b. Updating poverty statistics **and** eliminating the MCSA incentive increases the grant allocation to single county agencies by 7% overall, but results in a **42% overall reduction to rural MCSAs.**

Solutions Proposed:

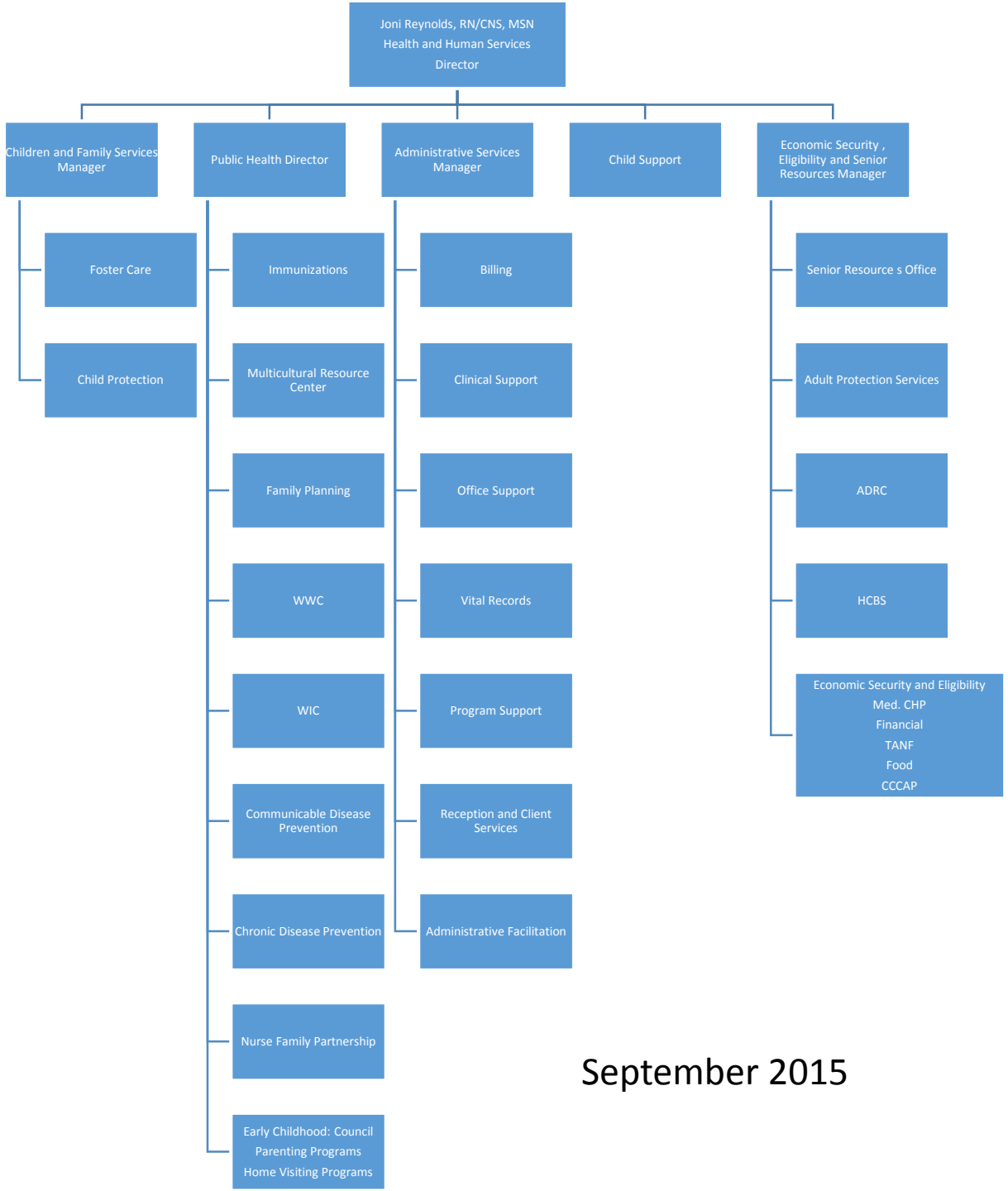
1. Use American Community Survey (ACS) for most recent income data (2008-2012)
2. Community vs. individual perspective – poverty concentration over poverty population
3. Population density as an indicator of rural areas
4. Fairness – comparing communities to those most similar
5. Provide a discretionary admin fee to agencies serving 2 counties or more
6. The proposed recommendation layers a formula that is comprised of **90% poverty population of the county with a 10% inverse density weight**, averaged within 5 quantiles in the State.

Outcomes of Proposed Formula:

1. The proposed formula results in a**:**
    a. 1.2% overall increase to single county agencies
    b. 2.9% overall increase to paired county agencies
    c. **8% overall reduction** to rural MCSAs
2. Providing an additional discretionary admin fee results in a:
    a. <u>1.2% overall increase</u> to single county agencies
    b. **<u>5.2% overall increase</u>** to paired county agencies (who have not previously received an incentive)
    c. **<u>0.4% overall reduction</u>** to rural MCSAs
3. The proposed formula is sustainable, recognizes collaboration between two counties or more, and maintains DOLA's commitment to rural areas. It also incorporates a mechanism to support counties that include both low and high density areas. It is based on the most current poverty data available and can be updated with each new 5-year block of ACS data as it becomes available.



September 2015



September 2015

Gunnison County
COLORADO

HEALTH AND HUMAN SERVICES DEPARTMENTS
Human Services Phone: (970) 641-3244 Fax: (970) 641-3738
Public Health Phone: (970) 641-0209 Fax: (970) 641-8346
225 N Pine St, Gunnison, CO 81230
Website: www.GunnisonCounty.org

Child Welfare

This is a brief summary of some (not all) key systems/definitions in Child Welfare. We anticipate there will be questions after reading this summary.

1. TRAILS system:

Abuse investigation related to safety and welfare of children – DHS case workers are required to utilize a State automated case management system (TRAILS), per Volume 7, to document their caseworker and case management. This system ensures the documentation of all aspects of the investigation. The documentation starts from the initial intake call, then throughout the investigation and finally a conclusion to the investigation. Cases are concluded with the following classifications: 1) Severity of Abuse/Neglect by these options: Minor, Medium, Severe, Severe – near fatal, Severe – egregious and Fatal. 2) Category by these options: Institutional Abuse, Institutional Neglect, Intrafamilial Abuse, Intrafamilial Neglect, 3rd party Abuse, 3rd party Neglect. 3) Type of abuse/neglect by these options: Deprivation of Necessities; Educational Neglect; Environment Injurious; Failure to Protect, Lack of Supervision/Supervision inconsistent with child's needs; Medical Neglect. 4) Conclusions by these options: confirmed; inconclusive and unfounded. Definitions to these are noted below.

Individuals who are identified as a person responsible for an incident of child abuse or neglect (including any adults responsible for supervision) receive a letter from the State of Colorado Department of Human Services (DHS) notifying them of the finding and the opportunity to dispute the finding and submit an appeal to DHS.

7.0003 Definitions

"State automated case management system" means the state automated child welfare information system computer database

"Founded" means that the abuse and/or neglect assessment established by a preponderance of the evidence that an incident(s) of abuse and/or neglect occurred. "Founded" can also be utilized in a referral when there is a law enforcement fatality investigation with no surviving child sibling, or a law enforcement investigation of a third party incident of abuse and/or neglect. "Founded" and "confirmed," as used in sections 19-3-308 - 308.5, C.R.S., are interchangeable in these rules.

"Inconclusive" means that the abuse and/or neglect assessment established that there was some likelihood that an incident(s) of abuse and/or neglect occurred but assessment could not obtain the evidence necessary to make a founded finding.

"Unfounded" means that the abuse and/or neglect assessment established that there is clear evidence that no incident of abuse and/or neglect occurred.

"Preponderance of evidence" means credible evidence that a claim is more likely true than not.

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2. Criminal process:

   Law enforcement works closely with child welfare case workers during investigations of suspected abuse/neglect. There are specific mandates regarding law enforcement and DHS working together. Law enforcement completes a criminal investigation that may result in citations for criminal activity. The law enforcement office then works with the District Attorney regarding the criminal activity and the filing of charges in the court system.

   The two different processes may occur parallel and collaboratively during child welfare case investigations. Yet, the two processes are independent and do not always result in the same action. For example, DHS may have safety concerns but law enforcement may not have criminal charges or the opposite may result.

3. Child Protection Team:

   Each county or contiguous counties are encouraged to create a child protection team (CPT). The CPT is a multidisciplinary team consisting of a physician, an attorney and representatives from: juvenile court, local law enforcement agency, mental health clinic, public health agency, public school district, lay community and county human services. The CPT weeks weekly and reviews investigatory reports and determines if responses were timely, adequate and in compliance with CRS. The role of the CPT is advisory only.

4. Grievance Procedures and Citizens Review Panel:

   Definitions:
   "Grievance" means a complaint regarding the conduct of an employee of the Gunnison/Hinsdale County Department of Health and Human Services in performing his/her duties under Article 3 of the Children's Code. "Grievance" does not include complaints regarding conduct by the courts, attorneys, law enforcement officials, employees of the State, foster parents or other providers of services to children, or other family members.

   "Citizen Review Panel" means an advisory body appointed by the Gunnison County Board of Human Services (Board) pursuant to Section 19-3-211, C.R.S. The members of such citizen review panel shall be appointed by the Board without influence from the state department or the county department, be representative of the community, has demonstrable personal or professional knowledge and experience with children, and not be employees or agents of the state department or any county department. At least one member of the citizen review panel in each county and city and county shall be the parent of a minor child at the time of his or her appointment to serve on such panel.

   "Complainant" means any person who was the subject of an investigation of a report of child abuse or neglect or any parent, guardian, or legal custodian of a child who is the subject of a report of child abuse or neglect and brings a grievance against the Department in accordance with the provisions of Section 19-3-211, C.R.S.

   "Recommendation" means a proposed course of action that may be implemented by the Director to resolve a grievance. These proposed actions may include reassigning a case to a

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different employee, requiring an employee to receive training, or administering disciplinary action to an employee, subject to applicable safeguards afforded to the employee through the Gunnison County personnel system.

Time Frames for Resolving Grievances:
The Department shall attempt to resolve all grievances informally before using the formal grievance process. Any grievance not resolved to the satisfaction of the complainant shall be forwarded to the Director within ten working days after the grievance has been received by the Department.

The Director shall act on the grievance within twenty calendar days after s/he receives it. If the Director is able to resolve the grievance to the complainant's satisfaction, s/he will issue a written decision setting forth the resolution. If the Director is unable to resolve the grievance to the complainant's satisfaction within 20 calendar days, the Director shall immediately refer the grievance to the Citizen Review Panel, together with the Director's proposed resolution of the grievance.

Within thirty calendar days after receipt of the grievance from the Director, the Citizen Review Panel will convene a hearing on the grievance and send a written recommendation regarding the grievance, together with the basis for its recommendation, to the Director and the complainant.

If the Director agrees with the Citizen Review Panel's recommendation, s/he will issue a written decision implementing the recommendation. If the Director or the complainant disagrees with the recommendation, the grievance shall be referred to the Board.

Within thirty calendar days of receiving the grievance, the Board shall send its written recommendation regarding the grievance, together with the basis for the recommendation, to the complainant, the Director and to any county employee who is the subject of the grievance. The Director shall issue a final decision including his/her plan to implement the Board's recommendation, and shall send a copy of this report to the complainant and to the county employee who is the subject of the grievance. Within thirty calendar days after issuing this final decision, the Director shall submit a written report to the Citizen Review Panel including a disposition of the grievance, and shall send copies of the report to the complainant and to the county employee who is the subject of the grievance.

Citizen Review Panel:

A. Access to Information and Confidentiality

A Citizen Review Panel shall have access to child abuse or neglect reports and any information from the complete case file that the Board believes is pertinent to the grievance, which shall be reviewed solely for the purpose of resolving grievances pursuant to the provisions of this section, except that access to identifying information concerning any person who reported child abuse or neglect shall not be provided and no participant in the conflict resolution process shall divulge or make public any confidential information contained in a report of child abuse or neglect or in other case file records to which he or she has been provided access.

B. Informal Testimony

Upon the request of the complainant, the Department, or the subject of a grievance, a Citizen Review Panel may receive testimony from experts or other witnesses. Such testimony must be provided voluntarily and without a fee. Further, such testimony will be provided without an oath, will not be subject to objections from parties to the grievance process, and the witness will not be subject to cross examination. Members of the Citizen Review Panel, however, may ask questions of the witness as the Panel's procedures permit.

C. Scope of Inquiry and Recommendations

The Citizen Review Panel shall only inquire into and make recommendations concerning grievances as presented by a complainant and as defined above. The Citizen Review Panel may not access records or receive testimony unless the record or testimony is directly related to a grievance properly referred to the panel. Once the panel has made a recommendation concerning a grievance, or the time for making such a recommendation has expired, the panel may not inquire further into the grievance. The panel may not inquire into the conduct of courts, attorneys, law enforcement officials, employees of the State, foster parents or other providers of services to children, or other family members, nor may the panel inquire into the conduct of a county department employee if no grievance concerning that employee or that conduct has been properly referred to the panel.

The authority of the Citizen Review Panel is limited to making recommendations as defined above. Specifically, the panel may only recommend actions that:

1. Will resolve a particular grievance concerning the conduct of a Department employee performing his/her duties under Article 3 of the Children's Code, and
2. Can be implemented by the Director.

5. Administrative Review Division (ARD) State audits of local human services:

Colorado's Administrative Review Division (ARD) serves as an independent third party review system under the auspices of the Colorado Department of Human Services. ARD is the mechanism responsible for the federally required Case Review System and a portion of the Quality Assurance System for both the Division of Child Welfare and the Division of Youth Corrections. With an ultimate passion of providing permanency and well-being for Colorado's children, the Administrative Review Division works closely with Colorado's counties to train, measure and assess their adherence to State and Federal regulations. The most prominent of ARD's requirements are the administrative case reviews which are required every six months for each child in out-of-home foster care; ARD conducts approximately 10,000 out-of-home reviews per year. Such regulations are in place to help prevent unnecessary moves for children in foster care and to assess (and encourage) that the needs of the families' and children are being appropriately addressed.

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
DISPUTE RESOLUTION PROCESS

GENERAL DISPUTE RESOLUTION PROCESS

Gunnison/Hinsdale County Department of Health and Human Services (Department) attempts to resolve disputes in an informal manner if possible. If disputes are not resolved to the complainant's satisfaction and if a grievance is initiated, the following formal process is to occur.

Anyone who wishes to file a formal complaint or who disputes actions by a Department employee shall be advised to contact the program supervisor or the Director of Gunnison/Hinsdale County Department of Health and Human Services (Director) by calling 970-641-3244 ext. 1 or by writing to Gunnison/Hinsdale County Department of Health and Human Services, 225 N. Pine, Gunnison, CO 81230.

The Complainant shall be advised that they may also contact the Colorado Department of Human Services by calling 1-800-536-5298 and working through the menu of options. Complaints related to Child Welfare may also be referred directly to the Colorado Department of Human Services Division of Child Welfare by calling 1-303-866-4511or the Office of Colorado's Child Protection Ombudsman at (303) 864-5111 or Toll-Free at 1-855-5SAFECHILD.
The Director is to be notified in writing of any complaint received by an employee no later than 10 calendar days after the complaint is received.

The Director or Supervisor will respond to the complaint or grievance within 20 calendar days after receipt by contacting the party by phone or letter. Should the Director and Supervisor be absent, the complaint may be forwarded to the Gunnison County Manager.

A record of all complaints formally filed with the Department will be retained by the Director and reported to the State Department of Human Services at the close of each State Fiscal Year.

Documentation of the complaints should be thorough and include:

- name of individual taking the complaint
- date the complaint was received
- complainants name, phone number and address
- a description of the complaint.

Actions taken shall be documented and follow-up documentation shall be provided in writing to the complainant and retained on file by the Director.

ADULT SERVICES:
For concerns about local Health & Human services programs that receive funding from Region 10 Community Living Services under the Older Americans Act, individuals may address their concerns directly to Region 10 by calling 970-249-2436 x 15 or by mail at Region 10 Community Living Services, 300 N Cascade, Suite 1, Montrose, CO 81401. Additionally complainants not satisfied may contact the State Unit on Aging at 1-303-688-2800 (ask for someone in Aging and Adult Services), Aging and Adult Services, 1575 Sherman, 10th Floor, Denver, CO 80203.

PUBLIC ASSISTANCE APPEALS:
Individuals who apply for public assistance such as Supplemental Nutrition Assistance Program or other financial or medical benefits programs may receive correspondence indicating a denial or other actions. The correspondence will include information on how to pursue an appeal through a request for an informal conference with the local Human Services office and/or by an appeal to the Office of Administrative Courts. The contact information is as follows:
Local Department conference: 970-641-3244 ext. 1 and request to speak with the staff member assigned to the case or to the Manager.
To request a State level hearing:
Office of Administrative Courts
633 Seventeenth St., Suite 1300
Denver, CO 80202
Phone # 303-866-2000
Fax # 303-866-5909

CHILD WELFARE DISPUTE (GRIEVANCE) RESOLUTION PROCESS (In accordance with the Rules and Regulations of the Colorado Department of Human Services Volume Seven *(7.200.3)*)

Definitions:

"Grievance" means a complaint regarding the conduct of an employee of the Gunnison/Hinsdale County Department of Health and Human Services in performing his/her duties under Article 3 of the Children's Code. " Grievance" does not include complaints regarding conduct by the courts, attorneys, law enforcement officials, employees of the State, foster parents or other providers of services to children, or other family members.

"Citizen Review Panel" means an advisory body appointed by the Gunnison County Board of Human Services (Board) pursuant to Section 19-3-211, C.R.S. The members of such citizen review panel shall be appointed by the Board without influence from the state department or the county department, be representative of the community, have demonstrable personal or professional knowledge and experience with

children, and not be employees or agents of the state department or any county department. At least one member of the citizen review panel in each county and city and county shall be the parent of a minor child at the time of his or her appointment to serve on such panel.

"Complainant" means any person who was the subject of an investigation of a report of child abuse or neglect or any parent, guardian, or legal custodian of a child who is the subject of a report of child abuse or neglect and brings a grievance against the Department in accordance with the provisions of Section 19-3-211, C.R.S.

"Recommendation" means a proposed course of action that may be implemented by the Director to resolve a grievance. These proposed actions may include reassigning a case to a different employee, requiring an employee to receive training, or administering disciplinary action to an employee, subject to applicable safeguards afforded to the employee through the Gunnison County personnel system.

Time Frames for Resolving Grievances:

The Department shall attempt to resolve all grievances informally before using the formal grievance process. Any grievance not resolved to the satisfaction of the complainant shall be forwarded to the Director within ten working days after the grievance has been received by the Department.

The Director shall act on the grievance within twenty calendar days after s/he receives it. If the Director is able to resolve the grievance to the complainant's satisfaction, s/he will issue a written decision setting forth the resolution. If the Director is unable to resolve the grievance to the complainant's satisfaction within 20 calendar days, the Director shall immediately refer the grievance to the Citizen Review Panel, together with the Director's proposed resolution of the grievance.

Within thirty calendar days after receipt of the grievance from the Director, the Citizen Review Panel will convene a hearing on the grievance and send a written recommendation regarding the grievance, together with the basis for its recommendation, to the Director and the complainant.

If the Director agrees with the Citizen Review Panel's recommendation, s/he will issue a written decision implementing the recommendation. If the Director or the complainant disagrees with the recommendation, the grievance shall be referred to the Board.

Within thirty calendar days of receiving the grievance, the Board shall send its written recommendation regarding the grievance, together with the basis for the recommendation, to the complainant, the Director and to any county employee who is the subject of the grievance. The Director

shall issue a final decision including his/her plan to implement the Board's recommendation, and shall send a copy of this report to the complainant and to the county employee who is the subject of the grievance. Within thirty calendar days after issuing this final decision, the Director shall submit a written report to the Citizen Review Panel including a disposition of the grievance, and shall send copies of the report to the complainant and to the county employee who is the subject of the grievance.

Citizen Review Panel:

A. Access to Information and Confidentiality

A Citizen Review Panel shall have access to child abuse or neglect reports and any information from the complete case file that the Board believes is pertinent to the grievance, which shall be reviewed solely for the purpose of resolving grievances pursuant to the provisions of this section, except that access to identifying information concerning any person who reported child abuse or neglect shall not be provided and no participant in the conflict resolution process shall divulge or make public any confidential information contained in a report of child abuse or neglect or in other case file records to which he or she has been provided access.

B. Informal Testimony

Upon the request of the complainant, the Department, or the subject of a grievance, a Citizen Review Panel may receive testimony from experts or other witnesses. Such testimony must be provided voluntarily and without a fee. Further, such testimony will be provided without an oath, will not be subject to objections from parties to the grievance process, and the witness will not be subject to cross examination. Members of the Citizen Review Panel, however, may ask questions of the witness as the Panel's procedures permit.

C. Scope of Inquiry and Recommendations

The Citizen Review Panel shall only inquire into and make recommendations concerning grievances as presented by a complainant and as defined above. The Citizen Review Panel may not access records or receive testimony unless the record or testimony is directly related to a grievance properly referred to the panel. Once the panel has made a recommendation concerning a grievance, or the time for making such a recommendation has expired, the panel may not inquire further into the grievance. The panel may not inquire into the conduct of courts, attorneys, law enforcement officials, employees of the State, foster parents or other providers of services to children, or other family members, nor

may the panel inquire into the conduct of a county department employee if no grievance concerning that employee or that conduct has been properly referred to the panel.

The authority of the Citizen Review Panel is limited to making recommendations as defined above. Specifically, the panel may only recommend actions that:

1. Will resolve a particular grievance concerning the conduct of a Department employee performing his/her duties under Article 3 of the Children's Code, and
2. Can be implemented by the Director.

D. Annual Reports

On or before June 30 of each year, the Department shall submit to the State Department an annual report regarding the resolution of grievances pursuant to this section. At a minimum, this report shall include:

1. The number of grievances received by the Director, the number of grievances referred to the Citizen Review Panel, the number of grievances referred to the Board, and the actual time frames for resolving grievances at each level.
2. A brief description of the disposition of the grievances, including the number that were concluded without any action taken, the number which were substantiated, the number resolved by case reassignment, the number resolved by requiring additional training, the number resolved by imposing disciplinary action against a county employee, and the number resolved in other ways.

E. Gunnison/Hinsdale County Department of Health and Human Services shall publicize:

1. The availability of the process for all dependency and neglect cases through the "Notice of Rights and Remedies" and by informing child welfare clients, guardians, and legal custodians of the process during the initial contacts with parties and periodically throughout the provision of services related to dependency and neglect cases.
2. The rights and remedies for families as specified in Colorado Department of Human Services Rules and Regulations Volume 7, Section 7.200.4.
3. Any other information about the process as deemed relevant by the Board.

APPEALING CONFIRMED REPORTS OF CHILD ABUSE OR NEGLECT:

Individuals determined by the Department to be responsible for abuse or neglect may appeal that decision according to the established guidelines for a State level hearing or record review.

The Request For State Level Fair Hearing or Review of County Record Regarding a County Department Confirmation of Child Abuse or Neglect form is provided to the person responsible for abuse or neglect upon notification of the Department's findings and may also be obtained at the Gunnison/Hinsdale County Department of Health and Human Services office, 225 N. Pine, Gunnison, CO 81224.

The Citizen Review Panel and other county related procedures for dispute resolution do not apply in cases of appealing findings of abuse or neglect.

GUNNISON/HINSDALE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
CITIZEN REVIEW PANEL

Ronda Connaway
422 S.Taylor
Gunnison, CO 81230
(970) 641-2638
Retired social worker and currently serves on the Board for Habitat for Humanities, the Board of Trustees for the Gunnison Valley Health System, and member of American Association of University Women

Pastor Greg Meier
Gunnison Community Church
Gunnison, CO 81230
(970) 270-5639
Representative from faith based community with Master's Degree in Biblical Studies from Trinity Theological Seminary and extensive prior human services experience.

Shawna Shidler, RN
Lake City, CO
(970) 944-0321
Representative from the medical community who currently works at the Hinsdale County Public Health agency and the Lake City Medical Center.